REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 20, 2017

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Pledge of Allegiance
2. Invocation - Pastor Tom Nelson of First United Methodist Church
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
    a. May 16, 2017 - Regular City Council Meeting
    b. May 30, 2017 - City Council Workshop
7. Bid Awards and Contract Items
    a. Change Order No. 2 to the Standard Multi-Year Contract for Services with CedarChem, LLC
    b. Bid Award of RFP #17-10 to Infosend for Utility bills printing and mailing
    c. Bid Award of ITB #17-26 to Flair Service Inc. for A/C replacement at the YMCA
    d. Bid Award of ITB #17-12 to Alford Timber, Inc. for Timber Harvesting
    e. Ratification of Emergency Purchase of Generator for Fire Station #71 with Cummins
    f. Rejection of all bids for ITB #17-13 for Garnsey Water Plant Sludge Feed Pumps & Filter Backwash Upgrades
    g. Rejection of all bids for ITB #17-20 for Pre-owned Yard Spotter Truck (Yard dog) for the Water Reclamation Facility

h. Rejection of all bids for ITB #17-15 for Removal and Replacement of Kitchen Cabinets and Associated Work at Port Orange Fire Stations No. 71 & 74

8. Second Amendment and Extension to Smokey Hunt Club Lease
9. Resolution No. 17-20 - Temporary Waiver of Fees for Community Development Planning Applications for Annexation, Comprehensive Plan Future Land Use Amendment and Rezoning
10. Resolution No. 17-23 - Ratification and Restatement of Resolution No. 17-16 - Pavers
11. Resolution No. 17-24 - Ratification and Restatement of Resolution No. 17-17 - Amending Resolution No. 17-15 Temporary Waiver of Sewer Connection Fees
12. Resolution No. 17-25 - Parks & Recreation Fees
13. Resolution No. 17-26 – Easement Vacation – Lot 15, The Vineyards – Phase II
14. Resolution No. 17-27 - Revising Fees for Public Records Request Production and Other Services
15. Release of a Reservation of a Tree Conservation Easement
16. Release of Easement - Proposed Cornerstone Grove Subdivision
17. Dedication of right-of-way along the north side of Herbert Street, adjacent to 3567 Nova Road (Cumberland Farms)
18. Sale of Real Property located at 900 Swallowtail, Suite E (Unit 105) to Raymond and Patricia Adams
19. Denial of Utility Fee Reduction Request for 1161 Bayview Lane (Continued from 5/2/17)
20. Renewal of Environmental Legal Liability Insurance with Aspen Special Insurance Company
21. Approval of Updated Purchasing Manual
22. Designation of a Voting Delegate for the 91st Annual Florida League of Cities Conference

C. CITIZEN PARTICIPATION (Agenda)

23. Derek LaMontagne - Save Spruce Creek - Wetland Resolution Draft Document and Basin Management Action Plan (BMAP) Discussion

D. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

E. COUNCIL COMMENTS

24. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

25. Report from KemperSports on the Cypress Head Golf
26. Report from the Fire Pension Plan's Actuary - Patrick Donlan

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

27. Report on Citizen Advisory Committee for TPO
28. Appointment - Youth Advisory Board
29. Appointment - Volusia Growth Management Commission Member
30. Appointment - Environmental Advisory Board
31. Report from the Environmental Advisory Board's Special Meeting

H. PUBLIC HEARING

32. Second Reading - Ordinance No. 2017-18 – Rezoning/3813 S. Nova Road, Case No. 17-65000001
33. Subdivision Replat for Clark Professional Center Phase 2, Case No. 16-50000005
34. Final Plat and Plans for Cornerstone Grove Subdivision, west side of Hidden Lake Drive, north of Yorktowne Boulevard, Case No. 17-50000002

I. REGULAR AGENDA

35. First Reading - Ordinance No. 2017-12 - Section 2-279 Cone of Silence
36. First Reading - Ordinance No. 2017-20 - Revision to City Code Section 2-261 - Petty Cash Funds; authorization and procedures
37. Resolution No. 17-19 - Budget Appropriation
38. License Agreement – Lot 33, Laurelwood Mobile Estates Unit III
39. Utility Billing
    a. First Reading - Ordinance No. 2017-21 -Revision to Section 2-240-Utility billing, delinquent accounts, liens and adjustments
    b. Resolution No. 17-21 - Utility Billing Resolution

J. COMMENTS

40. City Attorney Comments
41. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

42. City Council Committee Reports
    a. ArtHaus
    b. Port Orange/South Daytona Chamber of Commerce
    c. Roundtable of Elected Officials

L. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: 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, TO 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 DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-8771.

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
MAY 16, 2017

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Don Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested.

6. Approval of Minutes
   - Regular City Council Meeting May 2, 2017
7. Resolution No. 17-17* - Amending Resolution No. 17-15 Temporary Waiver of Sewer Connection Fees
8. 3-year Lease Extension with ArtHaus Foundation, Inc. for the City-owned property located at 3840 Ridgewood Avenue
9. Interlocal Agreement Between City of Port Orange and New Smyrna Beach for the Use of the Port Orange Police Department Training Facility
10. Second Amendment to Interlocal Agreement regarding Vargal Conservation Area for Police Shooting Range Training Facility, Article 3
11. Major Special Event Request – Remarkable River Run 5K/10K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
12. Family Days After Action- Alcohol
13. Addendum to Sandy Point Progressive Sports License Agreement.
14. Biological Consulting Services Inc. Services Agreement and Addendum No. 1

*Resolution Nos. 17-16 & 17-17 were inadvertently re-used. They have been renumbered to 17-23 and 17-24, respectively. Staff will request Council ratification of this change on June 20, 2017.

Motion to approve the Consent Agenda as presented was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

15. Presentation on SVAA branding and logo updates by Debbie Meihls, Executive Director New Smyrna Beach Area Visitors Bureau

Debbie Meihls, Executive Directory New Smyrna Beach Area Visitors Bureau, updated Council on the branding and logo updates they are implementing for the SE Volusia Advertising Authority.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Shannon Thomas, business owner, expressed her concern regarding zoning requirements relating to medical marijuana dispensaries affecting children.

COUNCIL COMMENTS

16. Comments/Concerns from Council Members

Vice Mayor Ford is concerned with medical marijuana dispensaries and cautioned the public that the laws are coming to allow them within certain areas of the City.

Councilman Bastian recognized Captain Kim Kilpatrick who was invited to read the roll call at the American Police Hall of Fame. She is the first female officer to be invited in its 57 years.

Councilman Stiltner said Representative Tom Leak is searching for a local business to host a debriefing session. They want to hold it in Port Orange. Thompson Pump was suggested to them and the City Manager is working on the details.

Mayor Burnette asked for an update on pogTV. Mr. Johansson advised that the renovations will occur between June 28, 2017 and mid-July. Mayor Burnette asked for the status of Riverwalk Park Phase 1b. Mr. Johansson said they are on track at this time. Mayor Burnette expressed his concern regarding the upcoming $25,000 additional exception vote in 2018. He believes it will cause additional inequities. Council and Staff will need to discuss options. Mr. Johansson advised the estimated impact will be $1.2 million in the City of Port Orange. The millage rate would need to be raised significantly to cover that loss. Other options would be to cut programs to save money, increase stormwater rates, or add a fire fee to each property. Mayor Burnette clarified the fee would be a shift not an additional fee. Councilman Stiltner is concerned with there being

enough education to the voters as to the financial impact of the additional homestead exception. If it is approved by the voters. it will change the quality of the services and programs in the community.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Citizen Advisory Committee for TPO

Bobby Ball was unable to attend the meeting but was advised that everything on the agenda passed. A few projects for Port Orange were moved up on the list and moving forward.

18. Youth Advisory Board Appointments

Grant Foxman introduced himself to Council.

> Motion to nominate Grant Foxman to the Youth Advisory Board was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

Michael Navarra introduced himself to Council.

> Motion to nominate Michael Navarra to the Youth Advisory Board was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by voice vote.

PUBLIC HEARING

19. Final Plat & Plans for the King's Landing Subdivision, Phase I, east side of Hensel Road, between East Hensel Drive and Hills Boulevard, Case No. 16-50000004

> Motion to approve was made by Councilman Bastian, and Seconded by Councilman Tramont.

Tim Burman, Planning Manager, explained the project location and details of the project being requested. Staff recommended approval.

Councilman Tramont asked for clarification regarding the density. Mr. Burman explained the Future Land Use restrictions regarding density, which will change to half acre lots in future phases. Discussion was held regarding interconnection of neighborhoods.

Glen Storch, Attorney for developer, will look into the access points into the Hamlet Subdivision that could potentially be waived during future phases. However, it doesn't apply to Phase I.

Motion carried unanimously by roll call vote.

20. Special Exception for a Medical Marijuana Dispensary at 3510 Nova Rd., Unit 116, Case No. 17-70000001

Prior to the meeting, the property owner, D.S. Patel, withdrew his permission of the Special Exception and requested the item be pulled from the agenda. Council approved the request.

21. Second Reading - Ordinance No. 2017-3 – Fifth Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement and Conceptual Development Plan, Case No. 16-40000006

Mayor Burnette read Ordinance No. 2017-3.

ORDINANCE NO. 2017-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-3 on second reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

22. Second Reading - Ordinance No. 2017-11 - Revision to City Code Sec. 2-267 - Bidding Requirements

Mayor Burnette read Ordinance No. 2017-11.

ORDINANCE NO. 2017-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION,

SECTION 2-267, RELATING TO BIDDING REQUIREMENTS FOR PURCHASES; PROVIDING FOR PROCEDURES FOR SINGLE RESPONSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-11 on second reading was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

23. Second Reading - Ordinance No. 2017-13 -Sec. 2-278 Professional Services and Consultants' Competitive Negotiation Act (CCNA)

Mayor Burnette read Ordinance No. 2017-13.

ORDINANCE NO. 2017-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-278 REGARDING PROFESSIONAL SERVICES AND CONSULTANTS' COMPETITIVE NEGOTIATION ACT, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-13 on second reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

24. Second Reading - Ordinance No. 2017-14 -Section 2-269 Performance and payment bonds.

Mayor Burnette read Ordinance No. 2017-14.

ORDINANCE NO. 2017-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 SECTION 2-269 REGARDING PAYMENT AND PERFORMANCE BONDS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES;

PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-14 on second reading was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

25. Second Reading - Ordinance No. 2017-15 - Sec. 2-262 Purchase and Sales Procedures

Mayor Burnette read Ordinance No. 2017-15.

ORDINANCE NO. 2017-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 SECTION 2-262 REGARDING ADDITIONAL REGULATIONS AND PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-15 on second reading was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

26. Second Reading - Ordinance No. 2017-16 - LDC Amendments/Chapters 2, 12, 16, 17, and 18 - Tattoo Establishments, Case No. 17-25000001

Mayor Burnette read Ordinance No. 2017-16.

ORDINANCE NO. 2017-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE FOLLOWING SECTIONS OF THE LAND DEVELOPMENT CODE: CHAPTER 2, SECTION 2, TO ADD A DEFINITION FOR “TATTOO ESTABLISHMENT” AND AMEND THE DEFINITION OF “PERSONAL SERVICE”; CHAPTER 12, SECTION 4, TO ESTABLISH PARKING REQUIREMENTS FOR TATTOO ESTABLISHMENTS; CHAPTER 16, SECTION 2, TO PROHIBIT TATTOO ESTABLISHMENTS AS A HOME OCCUPATION; CHAPTER 17, SECTION 22, 22.5, AND 25,

*Resolution Nos. 17-16 & 17-17 were inadvertently re-used. They have been renumbered to 17-23 and 17-24, respectively. Staff will request Council ratification of this change on June 20, 2017.

ADDING TATTOO ESTABLISHMENTS AS A PERMITTED USE IN THE HIGHWAY COMMERCIAL (HC), INTERCHANGE COMMERCIAL DEVELOPMENT (ICD), AND RIDGEWOOD DEVELOPMENT (RD) ZONING DISTRICTS, AND REMOVING TATTOO ESTABLISHMENTS AS A SPECIAL EXCEPTION USE IN THE RIDGEWOOD DEVELOPMENT (RD) AND HIGHWAY COMMERCIAL (HC) ZONING DISTRICTS; CHAPTER 17, SECTION 29, REMOVING TATTOO ESTABLISHMENTS AS A PROHIBITED USE IN THE PLANNED COMMUNITY AGRICULTURAL (PC-A) ZONING DISTRICT; AND CHAPTER 18, SECTION 3, REMOVING THE SPECIAL REQUIREMENTS FOR TATTOO ESTABLISHMENTS AS A SPECIAL EXCEPTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-16 on second reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried 3-2 by roll call vote with Councilman Tramont and Vice Mayor Ford voting no.

27. Second Reading - Ordinance No. 2017-17 - LDC Amendments/Chapters 12, 17, and 18 - Adult Entertainment Establishments, Case No. 17-25000002

Mayor Burnette read Ordinance No. 2017-17.

ORDINANCE NO. 2017-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE FOLLOWING SECTIONS OF THE LAND DEVELOPMENT CODE: CHAPTER 12, SECTION 4, TO ADD “ADULT THEATER OR ADULT PERFORMANCE” PARKING REQUIREMENT; CHAPTER 17, SECTION 22, TO REMOVE ADULT ENTERTAINMENT FROM THE LIST OF SPECIAL EXCEPTION USES IN THE HIGHWAY COMMERCIAL (HC) ZONING DISTRICT; CHAPTER 17, SECTION 23, ADDING ADULT ENTERTAINMENT AS A SPECIAL EXCEPTION USE IN THE COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT; AND CHAPTER 18, SECTION 23, TO SPECIFY MEASUREMENT OF SEPARATION REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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Motion to approve Ordinance No. 2017-17 on second reading was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried 4-1 by roll call vote with Mayor Burnette voting no.

28. First Reading - Ordinance No. 2017-18 – Rezoning/3813 S. Nova Road, Case No. 17-65000001

Mayor Burnette read Ordinance No. 2017-18.

ORDINANCE NO. 2017-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +/-7.6 ACRES LOCATED AT 3813 SOUTH NOVA ROAD FROM PLANNED COMMUNITY DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-18 on second reading was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Mr. Burman provided details of the request. Staff recommends approval.

Paul Holub, Developer and Property Owner of 3813 S. Nova Road, discussed development issues in the center. He explained issues with the MDA. He has received inquiries for a bowling alley, as well as a gas station for the site. Mr. Holub advised that he will retain ownership of the outparcels long term. He asked for Council's support on the rezoning.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

29. Naming of the Old Police Department

Susan Lovallo, Parks & Recreation Director, provided the background of the building and the need for a true name for the building.

Discussion was held regarding other options. Council isn't keen on Dr. DuBois. They would prefer something more toward the building's function. Mr. Johansson suggested a

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workshop to discuss more options and asked Council to submit their ideas prior to the workshop being scheduled.

Motion to table until a future workshop was made by Councilman Tramont, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

30. Resolution No. 17-18 - LAP Agreement for construction of the Dunlawton Sidewalk and Street Lighting from Spruce Creek Road to Ridgewood Avenue

Mayor Burnette read Resolution No. 17-18

RESOLUTION NO. 17-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE LOCAL AGENCY PROGRAM AGREEMENT FPN 435591 -1-58-01; FOR THE CONSTRUCTION OF SR 421 (DUNLAWTON) SIDEWALK AND STREET LIGHTING FROM SPRUCE CREEK ROAD TO RIDGEWOOD AVENUE PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE AGREEMENT, RESPECTIVELY, WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 17-18 on second reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford.

Wayne Clark, Community Development Director, explained the need for the LAP Agreement. He advised there is a budget issue that Council needs to be aware of. He explained the three options. Approximately $290,000 is needed to complete the full project. Council could direct a change in the project to not include the street lights at the intersections at Dunlawton Ave/US 1 and Dunlawton/Spruce Creek Road. An additional $290,000 is needed to do the entire project (to include the intersections.) Funding is available through the gas taxes but it will impact other projects.

Mr. Johansson advised there is $541,000 in equity in the gas tax fund. The current CIP draft includes a request for $800,000 for road paving. He spoke with the Public Works Director who supports using the amount needed to fund the full lighting project. Mr. Clark reminded Council the City is only responsible for 30% of the funding for the project. The State is paying for the remaining 70%. Council would like to fund the entire project using the gas tax funds.

*Resolution Nos. 17-16 & 17-17 were inadvertently re-used. They have been renumbered to 17-23 and 17-24, respectively. Staff will request Council ratification of this change on June 20, 2017.

Motion carried unanimously by roll call vote.

31. Paver Driveways in Public Right of Way

a. Resolution No. 17-16* - Pavers

Mayor Burnette read Resolution No. 17-16*.

RESOLUTION NO. 17-16*

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING A POLICY REGARDING THE INSTALLATION OF PAVERS IN THE CITY'S RIGHTS-OF-WAY; ESTABLISHING LICENSE AGREEMENT REQUIREMENTS FOR INSTALLATION OF PAVERS; REQUIRING INSTALLATION IN ACCORDANCE WITH THE CITY'S STANDARD CONSTRUCTION DETAIL FOR SUCH IMPROVEMENTS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 17-16* on second reading was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

b. Resolution No. 17-22 - Proposed Construction Detail - Paver Driveway Apron

Mayor Burnette read Resolution No. 17-22

RESOLUTION NO. 17-22

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING STANDARD CONSTRUCTION DETAIL M-6A RELATING TO PAVER DRIVEWAY APRONS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 17-22 on second reading was made by Councilman Bastian, and Seconded by

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Councilman Stiltner. Motion carried unanimously by roll call vote.

c. License Agreement - 5833 Riverside Drive
d. License Agreement - 1108 Harbour Point Drive
e. License Agreement - 1110 Harbour Point Drive

Mr. Clark advised the applications on this agenda were received after the workshop and direction from Council but before tonight's approval of the above Resolutions. The first three do not have sidewalks.

Dennis Brooks, Contractor, expressed his concerns regarding the proposal he has provided to his customers. He asked for a waiver for conformity with neighbors on Riverside Drive.

Vice Mayor Ford agreed with Mr. Brooks that the request should be granted since it was submitted prior to the change. Councilman Bastian read from the agenda item relating to the advice provided to the applicant that the change was being considered by Council and the application may not be approved under the old rules.

Motion to approve Items 31 (c), (d), and (e) under the old rules was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion failed 2-3 by roll call vote with Mayor Burnette and Councilmen Stiltner and Bastian voting no; and Councilman Tramont and Vice Mayor Ford voting yes.

Motion to return this item to staff to process in accordance with Resolution 17-16*, subject to modification of the application to meet the City standard was made by Councilman Stiltner, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote.

f. License Agreement - 408 Lafayette Street

Mr. Johansson explained the pavers were installed without a License Agreement. Staff has been in contact with the property owner and will pull it out to conform to the new rules. Vice Mayor Ford is concerned with penalizing the property owner. He believes this area needs improvements. Mr. Clark advised the property owner is willing to restore the property and complete the process correctly once the License Agreement is approved by Council.

*Resolution Nos. 17-16 & 17-17 were inadvertently re-used. They have been renumbered to 17-23 and 17-24, respectively. Staff will request Council ratification of this change on June 20, 2017.

Motion to return to Staff to process in accordance with Resolution 17-16*, subject to reconstruction of the driveway apron to meet the City standard was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried 4-1 by roll call vote with Vice Mayor Ford voting no.

32. City Attorney's Evaluation

Ms. Roberts asked for individual meetings with Council. She will provide a simple evaluation form for Council to utilize should they chose. Mayor Burnette asked for a summary of accomplishments and challenges.

COMMENTS

33. City Attorney Comments

Ms. Roberts asked Council for direction to Community Development regarding their policy on additional access points into and out of neighborhoods. Council agreed more than one access point into/out of neighborhoods is needed but believe five or more is too many.

34. City Manager Comments

Mr. Johansson advised Council the generator at Fire Station 71 is in disrepair, as well as the back-up generator. He will be approving an emergency purchase order tomorrow. Fire Station 73 is having trouble with a relay but believes the problem has been fixed. The County has adjusted the lights along Dunlawton Avenue. He asked Council for feedback as they travel.

He reminded Council of the Shade Meeting scheduled for Wednesday, May 17, 2017 at 6:00 p.m., which is directly after the Ribbon Cutting for the White Acres Project.

Councilman Tramont believes by passing Resolution No. 17-16* - Pavers and 17-22 - Proposed Construction Detail - Paver Driveway Apron, the Council railroaded the applicants who submitted applications prior to the change. Councilman Stiltner advised Councilman Tramont that all applicants were advised of the upcoming policy changes when they submitted their applications and they chose to move forward with their applications. He doesn't believe Council railroaded them.

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COUNCIL COMMITTEE REPORTS

35. City Council Committee Reports

a. ArtHaus – Vice Mayor Ford reported on upcoming events.

b. Port Orange/South Daytona Chamber of Commerce –Mayor Burnette reported on the recent meeting held and upcoming events. Their focus is the upcoming clean-up on Ridgewood Avenue (June 3, 2017.)

c. Roundtable of Elected Officials – The Clerk of Court and Supervisor of Elections provided presentations to the Mayors. The Volusia League of Cities Dinner is May 25, 2017, which will include municipality awards. Port Orange Police Officer Jonathon Nolan is Officer of the Year and Port Orange City Manager Jake Johansson is the Administrator of the Year.

ADJOURNMENT: 9:06 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, CMC
City Clerk

*Resolution Nos. 17-16 & 17-17 were inadvertently re-used. They have been renumbered to 17-23 and 17-24, respectively. Staff will request Council ratification of this change on June 20, 2017.

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MAY 30, 2017

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald Burnette 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Donald Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

DISCUSSION ITEMS

4. Implementation of Public Works' Asset and Work Management System - Lucity and RTA software programs.

Branford Adumuah, Public Works Director, provided background information regarding the need for an asset and work management system within the Public Works Department. He also discussed recent restructuring efforts to align the department for this tool.

Alex Torrent, Operations Support Administrator, discussed the Asset and Work Management System, Lucity, in detail with Council and explained how she worked to implement the program with Staff.

Council asked Staff to keep them updated and to ask for additional resources as needed to ensure the program is a success.

5. Customer Portal Alerting System for Water Utilities (Aqua Hawk)

Lynn Stevens, Public Utilities Director, provided information regarding the Aqua Hawk program recently released to City employees and now being released to the public. She thanked Staff for their work on the program. Council thanked Ms. Stevens for the program. They believe it will be a benefit to the citizens even though it is somewhat costly to the City.

6. Ridgewood Corridor Improvement Discussion

Wayne Clark, Community Development Director, provided background information on the Ridgewood Corridor Plan from 2013, as well as upcoming plans and options moving forward. He requested Council provide direction soon on future plans and to include it in the upcoming budget. Council agreed to move toward "remodeling" (option 2 as provided) rather than the "extreme makeover" option; and they don't want to stay at "routine maintenance" or status quo. Councilman Stiltner asked for some recommendations from Staff to get some movement toward remodeling. Mr. Johansson said Staff will provide options and a plan that will obtain quick "wins" and bring it back to Council.

7. Monthly Financial Report

Tracey Riehm, Finance Director, provided details from the April 2017 Financial Report.

ADJOURNMENT: 10:01 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B7a) Change Order No. 2 to the Standard Multi-Year Contract for Services with CedarChem, LLC

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Change Order No 2 to the Standard Multi-Year Contract for Services with CedarChem, LLC for an amount of $30,000 (revised contract amount of $83,325); and to authorize then Mayor and City Clerk to execute all required contract documents.

SUMMARY: On September 22, 2015 the City entered into a Standard Contract for Services with CedarChem LLC for the purchase of Polyaluminum Chloride Blend under the terms and conditions set forth under Bid B15-24 Water and Wastewater Chemicals. This contract authorized spending authority is for $53,325. The initial term of this contract was for October 1, 2015 through December 31, 2016.

On December 22, 2016, the City renewed the Standard Contract for Services with CedarChem, LLC. The renewal term is for the period of January 1, 2017 and continues until December 31, 2017; under the same terms and conditions.

Change Order No 2 to the Standard Multi-Year Contract for Services is necessary to increase the spending authority from $53,325 to $83,325. This is an increase of $30,000.

The Water Reclamation Facility (WRF) has experienced a higher amount of influent phosphorus levels that has created a higher demand of this chemical. This increase will provide sufficient spending authority under the end of this contract.

Public Utilities is currently preparing bid specifications for a new chemical bid for all the chemicals used by both plants.

Project No.: none Funding Account No.: 401 0400 535 5219

ATTACHMENTS:

1.	Change Order No 2	CedarChem Change Order No 2.pdf
2.	Department Justification Memo	Dept Justification Memo.pdf

3.	2017 Renewal Agreement	Cedarchem Approved Renewal Form.pdf
4.	Standard Contract for Services	Cedarchem LLC - Standard Contract 9-22-15.pdf
5.	New Vendor Application, W9, COI	Cedarchem New Vendor App, W9 and Ins.pdf
6.	FY2017 CedarChem Contract Tracking	FY2017 Cedarchem.pdf

Julia Wiggins	Created/Initiated - 05/01/2017
Julia Wiggins	Approved - 05/01/2017
Rick Wilson	Approved - 05/02/2017
Lynn Stevens	Approved - 05/02/2017
Tracey Riehm	Approved - 05/08/2017
Margaret Roberts	Approved - 06/06/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

CHANGE ORDER NO. 2
To the Standard Multi-Year Agreement
Effective date, October 1, 2015
CedarChem LLC., Contractor

Project: Purchase of Polyaluminum Chloride Blend – per Bid B15-24 Water and Wastewater Chemicals

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $ 53,325	Original Contract Times Substantial Completion: ___ days Final Completion: 831 days (December 31, 2017)
Net changes from previous Change Order: $0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: $ 53,325	Contract Completion Date prior to this Change Order: Final Completion: December 31, 2016
Net Increase (decrease) of this Change Order No 2: FY 2017 $ 30,000	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: $ 83,325	Contract Times with all approved Change Orders: Final Completion: December 31, 2017

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover the work to be performed under the Standard Contract for Services, entered into by and between parties on September 22,2015.

II. REQUIRED CHANGES: To provide additional spending authorization to purchase Polyaluminum Chloride Blend, under Bid B15-24. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Required for additional spending approval to purchase Polyaluminum Chloride Blend for the Reclaimed Water Plant. Due to an increased influent phosphorus levels, we had to use a higher demand for the chemical. This change order will allow us to supply the Water Reclamation Facility with enough chemical spending authority until the end of the contract. This will revise the contract amount from $53,325 to $83,325. All of the chemicals are out for bid this fiscal year.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed **Thirty Thousand dollars and no cents. ($30,000).** 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:
PUBLIC UTILITIES
Department

By: Julia L. Wiggins 5/1/17
Julia Wiggins, Public Utilities Budget Analyst

Date Signed:_____

ACCEPTED BY:
CEDARCHEM, LLC.
CONTRACTOR

By: _____
Timothy S. Wright, President

Date Signed: 5/2/17

RECOMMENDED BY:
N/A
City's Representative

By:_____
Printed Name
Title: _____

Date Signed:_____

RECOMMENDED BY:
N/A
Engineer of Record

By:_____
Printed Name: _____
Title: _____

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Lynn Stevens, Public Utilities Director

Date Signed: 5-5-17

City Manager

By: N/A
M. H. Johansson, City Manager

Date Signed:_____

If Council approval is required:

By:_____
Donald O. Burnette, Mayor

Date Signed:_____

Affirmed

_____
Robin L. Fenwick, CMC, City Clerk

Date Signed:_____

City of Port Orange
Public Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director

THRU: Julia Wiggins, Public Utilities Budget Analyst

FROM: Steve Parnell, Reclaimed Water Production Manager

DATE: March 15, 2017

SUBJECT: CedarChem Contract Increase – Water Reclamation Facility

REQUEST:
The Public Utilities Department is requesting Finance to process the attached change order. This change order will provide the appropriate chemical quantity for the Water Reclamation Facility for Alpha 2005. This change order will increase the CedarChem contract amount from $53,325 to $83,325 for P.O.# 071769.

PURPOSE:
The purpose of this request is to properly fund the chemical used for phosphorus removal; per FDEP requirements.

CONSIDERATION:
The Public Utilities Water Reclamation Facility needs an increased amount of Alpha 2005 for effluent phosphorus removal to meet FDEP requirements. Increased influent phosphorus levels have created a higher demand for Alpha 2005 dosing rates.

FUNDING: 401 0400 535 5219 – Chemicals

We are requesting an increase on the CedarChem contract in the amount of $30,000. For a new revised contract amount of $83,325

RECOMMENTATION:
The Public Utilities Department recommends the approval of the attached Requisition for Change Order form.

ATTACHMENTS:
a.) NaviLine print screens
b.) Copy of Requisition No to CedarChem.

City of Port Orange

Agreement

RENEWAL FORM

To be completed by Contractor:

YES ✓ **We desire to renew this agreement for another year at the same price terms, requirements, specifications, terms and conditions as the previous year as per BID/RFP/QUOTE #** Bid No 15-24, Chemicals for Water and Wastewater Plant Operations.

Term: January 1, 2017 **to** December 31, 2017. **Amount not to exceed:** $53,325.00

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

PLEASE ATTACH A SIGNED CONTRACT EXTENSION, UPDATED BOND AND INSURANCE CERTIFICATE NAMING THE CITY OF PORT ORANGE AS AN ADDITIONAL INSURED.

Allow us to update our records by providing the following information:

Name of Company / Organization: Cedarchem, LLC

Name of Contact Person: Timothy S. Wright, President

Mailing Address: 105 Plantation Avenue, PO Box 271, Cedartown, Georgia 30125

Email Contact Address: Christa Zuker christa.zuker@cedarchem.com

Phone: (770) 748-3863 Fax: (770)748-3887

Contractor's Authorized Representative: _____ signature **Date:** 11/16/16

For City Use Only:

✓ Renewal Accepted ☐ Bond attached ✓ Insurance attached Agreement Expiration: 12/31/17

Purchasing Manager: approved via Boardsync **Date:** _____

Department Director: _____ **Date:** 12/5/16

City Attorney: Approved via Board Sync **Date:** _____

City Manager Approval: _____ **Date:** 12-22-16

City Council Approval: (If required) Date: _____

Please return to the City of Port Orange
Public Utilities Administration
1000 City Center Circle
Port Orange, Florida 32129
Email: jwiggins@port-orange.org - Phone: (386) 506-5751

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 22 day of September, **2015**, 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 **CEDARCHEM, LLC**, a Georgia limited liability corporation whose principal address is 105 Plantation Avenue, P.O. Box 271, Cedartown, Georgia 30125 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide Polyaluminum Chloride Blend to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".

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

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 purchase of goods or services from Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders 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.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor subject to a limit up to but not to exceed Fifty-Three Thousand Three Hundred Twenty-Five and 00/100 Dollars ($53,325.00) annually for the term of the contract. The City's obligation to pay Contractor under this Contract is limited to 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.

3. *Contract Administration*. The Public Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. *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 20 of this contract concerning disputes.

5. *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.

6. *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.

7. *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.

8. *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 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 Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. *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.

10. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits:	Coverage A - Statutory Coverage B - $100,000	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.
Additional Coverage:	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
~~Property Insurance Builders Risk. Limits:~~ ~~Additional Coverage:~~	~~Buildings - Completed value of contract.~~ ~~"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA~~	~~If the Contract 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 (Errors & Omissions) Limits:~~	~~Coverage $1,000,000 minimum~~	

11. *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.

12. *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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *Liability for Loss or Damage*. 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.

19. *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.

20. *Disputes*. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor 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*. As may have been outlined in Exhibit "1" 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.

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: Andrew Neff, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor:
Cedarchem, LLC
Attention: Christa Zuker, Bid & Pricing Coordinator
105 Plantation Avenue
Cedartown, Georgia 30125
(770) 748-3863 – business
(770) 748-3887 – facsimile
christa.zuker@cedarchem.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. No contract shall be formed between Contractor 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.

Witnesses:

Printed Name: Tiffany Payton

Printed Name: Candice Wright

CEDARCHEM, LLC

By: _____

Timothy S. Wright, 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: September 17th, 2015

STATE OF GEORGIA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 17th day of September 2015, by Timothy S. Wright, as President of Cedarchem, LLC, a Georgia limited liability corporation, and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:

Christa Jade Zuker
My Commission Expires
NOTARY
PUBLIC
April 8, 2016
Polk County, Georgia

Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

Date: Sept. 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Sept., 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

FRANCES GOSNELL
MY COMMISSION # FF 237410
EXPIRES: June 4, 2019
Bonded Thru Budget Notary Services

Frances Gosnell
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

ATTEST:

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

Date: Sept. 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Sept., 2015, 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.

FRANCES GOSNELL
MY COMMISSION # FF 237410
EXPIRES: June 4, 2019
Bonded Thru Budget Notary Services

Frances Gosnell
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5019]

SPECIFICATIONS FOR
POLYALUMINUM CHLORIDE BLEND

Estimated Usage: Fiscal Year 2015-2016

270,000 pounds

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Alpha 2005 shall be used as a coagulant for the removal of phosphorus and copper at the Port Orange Reclaimed Water Treatment Plant (RWP)

Specifications:

The supplier shall deliver to the two (2) 9,300 gallon tanks at the RWP. Approximate delivery requirement: 4,500 gallons load. Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need.

The supplier shall be responsible for unloading on site to a provided two (2) inch PVC male Cam Lock quick coupling connection

The Alpha 2005 product has been given as the "benchmark" of the products that have been tested and used for the effective removal of phosphorus. Bids shall be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product's ability to remove phosphorus in the waste water treatment process outperforms the benchmark. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested. The product bid must not adversely affect wastewater pH. All product testing must be completed prior to the date of the bid opening.

Benchmark chemical properties are as follows:

- Appearance; Clear, colored liquid
- Density; 10.7 lb. per gallon
- Freeze point; - 4° F

Bids will be accepted only for those products that produce the desired results of reducing phosphorous levels below one (1) mg/L in the Port Orange Reclaimed Water Treatment Plant effluent.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

EXHIBIT "1"

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.

EXHIBIT "1"

CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: CedarChem, LLC

Payment Remit to Name: CedarChem, LLC

Contact Person and Title: Tiffany Payton

Phone Number: 770-748-3863 **Fax Number:** 770-748-3887

Email Address: tiffany.payton@cedarchem.com

Taxpayer Identification Number (TIN): 20-8718067

Tax Classification:

- ☐ Individual/Sole Proprietor/Single Member LLC
- ☐ Partnership
- ☐ Other (Explain) See attached W9
- ☐ S Corporation
- ☐ C Corporation
- ☐ Trust/Estate

Current W-9 Attached (Required) ☑ Yes

Type of Commodity/Services Water and Wastewater Treatment Chemicals

Does your company accept Purchasing Cards (i.e. Visa)? ☑ Yes ☐ No

Permanent Address:

Address 105 Plantation Avenue
City Cedartown State GA Zip Code 30125

Remit to Address (if different from above):

Address P.O. Box 271
City Cedartown State GA Zip Code 30125

Insurance: Proof of adequate coverage for workers' compensation, general liability, automobile, property, and professional liability insurance may be required for certain types of procurements. The vendor must submit proof of insurance coverage upon the City's request.

Please inform the Purchasing Division of all address, contact information or insurance changes.

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of such terms by the vendor will be of no significance, such terms will not be additional terms to any order, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms. The terms and conditions contained in a Supplemental Document, as defined herein below, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. In the event that a vendor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and said document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined as to include invitation to bid, proposal, quote, and contract. Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

1. **ACCEPTANCE.** The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.

2. **ASSIGNMENT.** Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.

3. **CHANGES.** City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly. Vendor agrees to accept any such changes as ordered by City.

4. **COMPLIANCE WITH LAWS.** Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.

5. **FREIGHT.** Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.

6. **INSPECTION.**

   a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
   b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such

disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. Vendor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the Vendor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of City or any of its officers, agents, or employees.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

10. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

11. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

12. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

13. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

14. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or it's designee.

15. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished

and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

16. PAYMENT. Vendor agrees that payment will be made in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

17. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor 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 records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
(d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor 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.
(e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT 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

18. **SEVERABILITY.** Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

19. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Vendor Application and 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. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES FOLLOW ON NEXT PAGE]

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.

2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.

3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.

4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a Current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. Vendor agrees that the City is not required to make payment until the Current Vendor Application is filed.

Name of Vendor: CedarChem, LLC

Signature: Scott Wright

Printed Name: Scott Wright

Title: President

Date: 04/18/2017

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CedarChem, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
105 Plantation Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Cedartown, GA 30125

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
20-8718067

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 on page 3.

Sign Here | **Signature of U.S. person** ▶ Candice R Wright **Date** ▶ 1-1-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2017

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

Cone, Shiflett & Hunt Insurance
522 N Main St
Cedartown, GA 30125

CONTACT NAME: Kathy W Newton
PHONE (A/C, No, Ext): (770)748-2441 FAX (A/C, No): (770)783-6697
E-MAIL ADDRESS: katnewton@cshga.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : STAR INS CO	
INSURER B : STARNET INS CO	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CEDARCHEM, LLC
PO BOX 271
Cedartown, GA 30125

COVERAGES **CERTIFICATE NUMBER:** 00000000-0 **REVISION NUMBER:** 6

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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GL0538446	03/13/2017	03/13/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA0538446	03/13/2017	03/13/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UM0538446	03/13/2017	03/13/2018	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BNUWC0119740	03/13/2017	03/13/2018	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WASTE WATER CHEMICALS

CERTIFICATE HOLDER

CITY OF PORT ORANGE WTP
THOMAS C TROUTMAN
817 OAK STREET
Port Orange, FL 32127

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
Kathy W Newton (KWN)

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CONTRACT TRACKING FILE
FY2017

VENDOR INFORMATION:

Vendor:	CedarChem LLC	COPO Bid 24	B15- 0400 - Polyaluminum Chloride Blend
Vendor No:	**258517**	**Contract Dates:**	**10/1/2014-12/31/16**
Contract No:	**CA5019**	**Renewal No 1:**	**1/1/2017 - 12/31/17**
Vendor Packet:	4/18/17 new	**Cent of Ins:**	3/13/2018
Acct #	401/0400/535/5219	**Bond:**	**n/a**

Approval Dates:

Original:	**Sept. 22, 2015**	**Amount:**	**$ 53,325.00**
Renewal	**Dec 22, 2016**		**$ -**
CO #1	**pending CC 6/6/17**		**$ 30,000.00**
Total:			**$ 83,325.00**

Approx. 270,000 lbs @ .1975 per lbs Polyaluminum Chloride Blend

PURCHASE ORDER TRACKING: **$ 83,325.00**

10/4/2016	136800	071769		$ (50,000.00)
6/6/2017	pending CC 6/6/17		CO #1	$ (30,000.00)
				$ -
				$ -
Total:				**$ 3,325.00**

Notes:

1.) **Contract must be renewed in writing by both parties - Send out request by 11/1/16**
2.) **Renewal can be approved by CM, not Council required**
3.) **Authorized spending is by approved by fiscal year, and becomes available when Council approved the annual budget**
4.) **Renewal is in Boardsync 12/5/16**
5.) **Change Order No 1, increase contract spending authority by an additional $30,000 for a revised contract amount of $83,325, pending CC 6/6/17**

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (B7b) Bid Award of RFP #17-10 to Infosend for Utility bills printing and mailing

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the award of RFP #17-10 Utility Bill Printing and Mailing Services to Infosend and authorizing the City Manager to approve and execute modifications consistent with the purchasing documents upon the City Attorney's approval of final contract.

SUMMARY: Our current Utility Billing Contract is up for renewal in September 2017. Our current vendor is Pinnacle Data Systems.

On March 8, 2017 purchasing received four (4) submittals in response to RFP #17-10 Utility Bill Printing and Mailing Services.

Proposals were submitted from the following companies:

1) Municipal Code Corp of Tallahassee, Florida.
2) Automated Direct Mail Service Center of Riviera Beach, Florida.
3) Pinnacle Data Systems of Birmingham, Alabama.
4) Infosend Inc. of Anaheim California.
5) Municipal Code Corp was found to be non-responsive at the opening of RFP #17-10.

On March 23, 2017 at 11:00 A.M. an initial evaluation was held to shortlist and rank the vendor's written proposals. The evaluation committee decided they needed more clarification on the Schedule of Unit Pricing for the prospective vendors.

The initial evaluation was tabled, and a second evaluation via voice conference with vendors was held on March 30, 2017 at 11:00 A.M. to clarify the Schedule of Unit Pricing. Immediately following the voice conference the committee ranked the proposals and shortlisted to two (2) vendors. Pinnacle Data Systems of Birmingham, Alabama and Infosend Inc. of Anaheim California.

Because the initial ranking was so close, the committee choose to go to oral presentations.

On April 21, 2017 at 1:30P.M. Oral presentations and a final ranking was conducted and revealed Infosend, Inc. of Anaheim, CA. to be recommended for award of RFP #17-10. Utility Bill Printing and Mailing Services.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Standard Contract	Infosend Standard Contract - Exhibit to be provided seperate.pdf
2.	Intent to Award	Intent To Award RFP 17-10.doc
3.	Final Ranking	RFP 17-10 - Final Ranking (04-21-17).pdf
4.	RFP 17-17 Infosend Response	RFP 17-17 Infosend Response (03-08-17) - revised (3.9.17).pdf
5.	RFP17-10 Final	RFP 17-10 Final.pdf

Cherie Cadenhead	Created/Initiated - 05/06/2017
Tracey Riehm	Approved - 06/01/2017
Margaret Roberts	Approved - 06/08/2017
Jake Johansson	Approved - 06/08/2017
Robin Fenwick	Final Approval - 06/08/2017

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **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 **INFOSEND, INC.** ("Contractor"), a California corporation whose principal address is 4240 E. La Palma Avenue, Anaheim, California 92807. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the City of Port Orange Utility Billing and Mailing Services, as more specifically described in the scope of Request for Proposal No. 17-10 and Contractor's Response, attached in part hereto as Exhibit "1." A complete copy of RFP No. 17-10 and Infosend, Inc. Bid Response is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Term: Notwithstanding the date of execution, this Contract shall be effective June 20, 2017 and shall continue until September 30, 2020, unless terminated earlier as provided herein. Actual billing of city customers shall commence not later than October 1, 2017. The City shall have the right to extend this Contract for successive 90 day terms after the current Contract period and all renewal periods expire. The City shall have the right to terminate this Contract, in the City's sole discretion, upon 90 days' written notice to the Contractor (the "Term").

Renewals. Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional one-year periods. Contractor shall provide the City the Contractor's pricing for each renewal or extension not less than 180 days prior to the expiration of the current contract period or renewal period. Contractor's pricing quote shall be good for 365 days.

Manner and Place: The work shall be performed as outlined in Exhibit "1," 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 purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order issued and executed by the City. 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. Contractor shall commence invoicing the City October **1, 2017** or as otherwise authorized in writing by the Finance Director.

2. *City Obligations.* In return for the services identified above, the City agrees to compensate the Contractor at the unit prices set forth in Exhibit "1," subject to a limit up to but not to exceed Two Hundred Twenty-Five

Thousand and 00/100 Dollars ($225,000.00), per fiscal year. The City's obligation to pay Contractor under this Contract is limited to 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.

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

4. *Contract Administration*. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *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 21 of this contract concerning disputes.

6. *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.

7. *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.

8. *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.

9. *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 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 for the duration of the Contract term.

(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 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 Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

10. *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.

11. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments

Workers' Compensation Additional Coverage:	Limits:	Coverage A - Statutory Coverage B - $100,000 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 $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
~~Property Insurance Builders Risk.~~ ~~Additional Coverage:~~	~~Limits:~~	~~Buildings - Completed value of contract.~~ ~~"All Risk" coverage on latest ISO form or its equivalent.~~ ~~Permission granted to occupy.~~ ~~Owner named as inured AIMA~~	~~If the Contract 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 (Errors & Omissions)	Limits:	Coverage- $1,000,000 minimum	

12. *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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *Liability for Loss or Damage*. 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.

19. *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.

20. *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 Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement 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 Agreement.

21. *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, CMC. 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.

22. *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.

23. *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.**

24. *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.

25. *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.

26. *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: Tracey Riehm, Finance Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5702

Contractor:
Infosend, Inc.
Attention: Russ Rezai, President
4240 E. La Palma Avenue
Anaheim, California 92807
(630) 932-7300 Ext 11 – business
brian.b@infosend.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.

27. *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.

28. *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:

INFOSEND, INC.

By:_____
Russ Rezai, 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.

_____
Printed Name:_____

_____
Printed Name:_____

Date:_____

STATE OF CALIFORNIA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Russ Rezai, as President of Infosend, Inc., a California corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of California
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

EXHIBIT "1"

(to be provided seperate)

INTENT TO AWARD

RFP #17-10

Utility Bill Printing and Mailing Services

May 5, 2017

On March 8, 2017 Purchasing received four (4) proposal submittals for RFP #17-10 Utility Bill Printing and Mailing Services.

After review of the proposals submitted, the Evaluation Committee has made its recommendation to award to Infosend, Inc. of Anaheim, CA. Recommendation to the award will be presented for City Council approval on "Date".

David Battaglia
Purchasing Agent

CITY OF PORT ORANGE
ORAL EVALUATION
FINAL RANKING AND RECOMMENDATION OF AWARD

RFP #17-10 Utility Bill Printing and Mailing Services

Evaluation Committee Meeting

Meeting Date: April 21, 2017 at 1:30 P.M.

	Evaluation Committee Members				Total Ranking Score	Final Rank
Company Name	Tracey Riehm	Cherie Cadenhead	Patricia Mckenny	Michelle Peterson		
Pinnacle Data Systems	91	79	69	99	338	2
Infosend	99	92	89	97	377	1

RECOMMENDATION OF AWARD
Infosend

BillPrint. eBills. Delivered

An *Innovative* Outsourcing Partner

Original

Response to:
Port Orange RFP 17-10
Utility Bill Printing and Mailing

Prepared for: David Battaglia
Port Orange
Purchasing Agent
Due 3/8/2017
2:30 PM

Provided by:
Brian Bucklin
District Sales Manager
O:630-932-7300
M:949-874-4786
Brian.b@infosend.com

InfoSend, Inc.
4240 E. La Palma Avenue
Anaheim, CA 92807
800.955.9330
www.infosend.com

InfoSend, Inc.
1406 Centre Circle
Downers Grove, IL 60515
800.955.9330
www.infosend.com

InfoSend, Inc.
1624 W. Crosby Road #128
Carrollton, TX 75006
800.955.9330
www.infosend.com

InfoSend is a proud member and supporter of:

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Statement of Interest

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

Mr. Battaglia;

InfoSend, Inc. is pleased to present this response to the City of Port Oranges's RFP # 1710, Utility Bill Printing and Mailing Services. Brian Bucklin will serve as the main point of contact for any questions during the RFP process. Please find his contact information included below as well as later in this response.

We have reviewed and accept the terms and conditions contained in the solicitation, and agree to sign an Agreement should Port Orange choose InfoSend as its vendor for the required services. InfoSend would perform production tasks from our Illinois facility located in Carrollton, Texas. Our turnkey Data Processing Print and Mail solution is performed in its entirety by InfoSend with no portion of the work subcontracted. The inherent advantage of this arrangement is that the City will always have but one phone call to make with questions as InfoSend is entirely responsible for all phases of the work.

A key advantage in partnering with InfoSend lies primarily in the fact that we have specific expertise in print and mailing for municipal utilities, both larger and smaller than the City and our extensive experience with multiple Customer Information Systems (CIS's). We specialize in communications and understand the intricacies of statement services. Through our strength as a document outsource provider, InfoSend offers the City unique advantages beyond document printing:

- InfoSend has worked with over 50 CIS's including some home-grown applications.
- Comprehensive document design services.
- Completely integrated electronic and printed output option.
- Highest quality processing with secure and auditable processes.
- Online job tracking, customer service, and SLA & production details.
- Financially secure private company that extensively invests in technology, infrastructure, security, quality equipment and new services and products each and every year.
- Highly automated data center and production operation that boasts intelligent inserters with 2D bar codes.
- Close proximity to major USPS airport hub for each of our facilities.
- Proprietary quality control systems.
- Project management and dedicated account managers assigned to each new customer.
- Attentive support with 24/7/365 request tools and multiple support points of contact.

Key Differentiators

- InfoSend's web-based reporting portal allows the City to manage its print operations remotely using the job tracking system. The City can see when a file arrives, when it was processed, how many transactions were processed, when the job was completed, complete postage usage and more production details.
- InfoSend is SSAE 16 SOC1 Type II audited and certified, and PCI Level 1 Compliant. We understand that data security and privacy are of the utmost importance.
- InfoSend offers a fully redundant processing solution, with mirrored production facilities (not simply multiple locations) in Illinois, Texas and California.
- InfoSend has a dedicated IT organization to support the municipal utility market. Our team includes analysts, consultants, software engineers, developers, technical project managers and various support personnel.

The InfoSend team is confident that the offering and benefits presented herein will provide the City and its customers with the greatest value in the market today.

RFP Contacts:

Brian Bucklin
District Sales Manager
brian.b@infosend.com
T: 630.932.7300 x 11
F: 630.932.7308
M: 630 697.6382

_____

Russ Rezai, President

Tab A- Company History, Qualifications, Ability and Capacity

Management Summary:

Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.

Get to Know InfoSend

InfoSend, founded in 1996, is a privately held California corporation with a mission to provide the best possible Customer Communications Management (CCM) platform while still maintaining a client focused company culture. Now delivering more than 135 million print and electronic documents annually across multiple channels, InfoSend proudly maintains an industry best client retention and satisfaction rate.

Currently a premier provider of Data Processing Print and Mail plus integral Electronic Bill Presentment and Payment, InfoSend's core business is represented by the very services that Port Orange has detailed in its Utility Bill Printing and Mailing RFP. InfoSend currently provides these services to over 400 clients nationwide including over 300 municipalities and utilities.

InfoSend's data processing platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in California, Texas and Illinois for Data Processing, Printing and Mailing (DPPM), and hosted, electronic presentment and payment (EBPP) applications. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

Integrity is at the core of InfoSend, with a stated goal to retain and provide complete satisfaction for each client. InfoSend has over 100 employees across multiple states, and the company culture has led to high employee retention, affording clients familiarity and quality service. From our internal operations, to how we support our valuable clients, InfoSend's client-focused service has led to an industry leading client retention and satisfaction rate.

InfoSend Facilities

InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS.
Corporate Headquarters & Western US Production Facility
4240 E. La Palma Ave · Anaheim CA 92807





InfoSend owns and operates its 77,000 sq. ft. headquarters and Western US production facility. This facility sits on a 4.3-acre lot and is one of the premier bill processing centers in California. This facility provides disaster recovery to the other facilities, and has a 600KW backup generator that can power the entire facility in the event of a grid failure. InfoSend's Anaheim facility is designated as a USPS Detached Mail Unit (DMU) with USPS representatives working on-site.

Midwest & Northeastern US Production Facility
1406 Centre Circle · Downers Grove IL 60515



InfoSend owns and operates a 25,000-sq. ft. Midwest production and disaster recovery facility located In Downers Grove, just west of Chicago, Illinois. This facility is used to process mail for clients located in the Midwest or Northeast, and also serves as an out of state disaster recovery facility. The location is designated as a USPS Detached Mail Unit (DMU) with USPS representatives working on-site.

Texas & Southeastern US Production Facility
1624 W Crosby Road #128 · Carrollton TX 75006



InfoSend's 10,000 sq. ft. Texas Production facility is located near Dallas and is the main production center for clients in the South and the Southeast. This facility also provides out-of-state disaster recovery for InfoSend's other locations.

Corporate Qualifications/Experience, Ability and Capacity:

Describe the qualifications/experience and ability of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement as to the firm's capacity to fulfill the terms of the proposal and/or the need for expansion to handle the service. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.

InfoSend's Mission

InfoSend's goal is to provide the best possible customer communications management (CCM) solutions in an accurate, reliable, and timely manner - with an unparalleled client support culture that emphasizes personal touch. For 20 years InfoSend has maintained an unparalleled record of accuracy and client satisfaction serving over 400 clients nationwide. InfoSend's current production throughput capacity is under 50% as it is built for expansion, internal redundancy and mutual backup capability between facilities. InfoSend's experience, capacity and veteran management, IT and client services staff are well positioned to implement the City's scope of worked as described in the RFP in a minimal amount of time and devotion of resources by Port Orange.

InfoSend's Data Processing, Print & Mail Solutions

InfoSend, as a single source provider of customer communications management (CCM), offers a cloud-based Data Processing platform that is paired with multiple secure manufacturing environments for Printing and

Mailing critical documents. InfoSend's Data, Processing, Print & Mail (DPPM) solution allows clients to reach their customers with effective and timely communications across multiple channels.

InfoSend's DPPM solution accepts data streams from any system and includes all the tools necessary to submit, approve and track all details of the manufacturing and distribution process, including all aspects of USPS compliance, updates and tracking. The fully redundant data processing platform handles the hosting and distribution of the critical documents, allowing businesses to focus on innovating for their customers.

- Deep experience handling input data streams from a countless variety of systems, across many industries.
- Customizable document composition with variable and ad hoc messaging options.
- Multi-channel distribution of documents: USPS, eBilling, Online Hosted Archive, API, FTP, Bank Networks and more.
- Online job tracking, customer service, sample approval, and production service level agreement (SLA) detail.
- Print in black, grayscale, black plus one or more spot colors, and full variable color.
- Industry leading Quality Control (QC) process, leveraging the latest technologies to ensure error free manufacturing.
- Full USPS compliance, postage savings and reporting, including return mail solutions.
- Dedicated support for production and distribution of marketing, informational inserts, postcard and special mailings.
- Partnered solutions: tracked delivery via FedEx, cash payments from retail locations via PayNearMe, Online Banking via FIS, and more!

InfoSend Print and Mail Equipment Highlights

Printing Equipment:

- Mix of highlight color (2-color) and full color (CMYK) printing capabilities.
- Highlight color capacity is over 26 Million images per month via HLC printers.
- Full color capacity is over 80 Million images per month via full color.
- InfoSend prints images well under capacity for business continuity, new installs and spikes in volume.

Inserting Equipment:

- 4 to 6 station insert feeders and can be expanded if necessary.
- Supports various folds including “C”, “V”, “Z” and Double “V”, etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs and spikes in volume.

Tab B- Qualifications and Abilities of Professional Personnel

Staffing:

Describe the qualifications and experience of the Key personnel performing the work. The descriptions shall include at a minimum: The professional qualifications and experience for each person; A summary of experience on projects similar to that described by this RFP; and Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

Name	Josue Martinez
Experience	**InfoSend, Inc.** Anaheim, CA (2016 – present) Director, Client Services • Responsible for all implementation and support services • Oversee Account Management and dedicated support staff • Act as escalation point for InfoSend clients • Design new printed bill formats **InfoSend, Inc.** Anaheim, CA (2000 – 2016) Senior Project Manager • Managed over 75+ implementations and software conversions • Design new printed bill formats • Work with programming team to streamline processes • Data Processing, printing, Quality Control, and mailing experience.
Education	BA, Business Administration concentrating in Information Systems, California State University Fullerton. Proficient in Website/Forms Design using Following Applications/Languages: HTML, Crystal Reports, Adobe Illustrator, Visual Basic and MS Visual FoxPro

Name	Bob Woods
Experience	**InfoSend, Inc** Carrollton, TX (2014-present) Senior Account Manager • Manage new client implementation projects in a variety of verticals • Provide ongoing personal support to clients • Coordinate between clients and internal departments to ensure compliance with best practices and procedures **DataProse, Inc** Coppell, TX (2011-2014) Strategic Account Manager • Responsible to build relationships and maintain Clientele • Manage internal and external client relationships • Ensure prompt issue resolution, client education and communications. • Responsible for knowing client's business as well as the client's objectives and challenges. **CSG Systems, Inc.** Coppell, TX (2010-2011) Senior Account Manager • Serves as main contact between CSG and client base of 90 • Works closely with other departments to ensure quality of product, timeliness of delivery and client satisfaction • Plans and manages project timelines, budgets and priorities
Education	MBA Candidate, University of Phoenix BA, Marketing and Management, Long Island University, Long Island, NY

Name	Matt Schmidt
Experience	**InfoSend, Inc.** Anaheim, CA (2007 – present) Chief Operating Officer • Manages Operations for InfoSend's 3 facilities • Manages Client Services team responsible for all client implementation and support • Works with management team on new product planning, development and support • Works on strategic planning for operations including new technologies and services **InfoSend, Inc.** Anaheim, CA Director, Client Services • Supervise employees and operations of the Client Services, Quality Control and Direct Communications departments. Provided consultative solutions for prospect and clients. • Develop, monitor and improve client implementation and support procedures. • Coordinate and implement internal cross-functional processes in an environment of continuous improvement. • Work with executive management to develop and evaluate long-term strategies to achieve organizational goals.
Education	MBA - University of California, Irvine BA - California State University, Chico

Tab C- Experience on Similar Projects

Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.

InfoSend provides as its core business, the very same services as Port Orange has described in its RFP. We currently serve over 300 municipalities and utilities nationwide with these services, onboarding over 40 new clients in this sector in the last year alone. We have included with our references in tab G of our response, descriptions of the work we perform for 3 of our current, recently added clients in the State of Florida.

Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.

This information is included in the references section of our response.

Describe any specific problems that were encountered during the project and how those problems were addressed.

InfoSend is accustomed to onboarding new clients so that routine issues that occur with the process come up they are routinely handled. The contacts that are provided with the references can provide objective input regarding this.

Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non- renewal.

Within the past 5 years - or for InfoSend's 20-year history - we have never experienced the termination of a contract for circumstances other than contract expiration. Performance issues related to production, late mail drops, or accuracy problems have never been an issue in InfoSend not retaining a client for the life of a contract. Added to our financial security, this record of stability and untarnished performance provides InfoSend with an unparalleled position on our arena.

Projects for the City of Port Orange may be included in this section.

InfoSend has not worked with the City of Port Orange to date on any projects but would welcome the chance to add the City to our many client friends in the State of Florida.

Tab D- Project Approach and Implementation Schedule

Approach:

Describe in detail how the service will be provided. Include a description of the major task and subtasks.

InfoSend Implementation

InfoSend's client-focused service and industry leading client retention rate starts with a successful implementation. Since 1996 InfoSend has continually refined the implementation process to ensure clients Go-Live occurs expeditiously and without error.

All InfoSend implementations have 4 key phases.

1. **Requirements Gathering**
2. **Application Build**
3. **Samples, Parallel Testing and Training**
4. **Go-Live and Follow Up**

Requirements Gathering
The project is started with a dedicated Account Manager assigned to the project. The Account Manager acts as the primary point of contact with clients, while working with all internal InfoSend programming and operations staff. InfoSend, as a cloud-based solutions provider, engages clients during implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, resulting in a Statement of Work (SOW) for client approval.

Application Build
Once the SOW is approved, the application undergoes development. Prior to completion of development, the application is reviewed by a secondary Account Manager or member of the IT management group to ensure that no task was left undone or done incorrectly. Sample output is produced and checked by InfoSend Quality Control, automated Quality Control methods are configured within processing, and finally output is provided to clients for review and approval.

Samples, Parallel Testing and Training
During the last phase of the implementation the application is put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review. Clients check the output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Clients are also trained on how to use InfoSend tools and reporting to support the application at this time.

The hour-long, web-based training covers:

- File uploads
- Sample review and approval
- Managing document messages and insert requests
- Accessing archived reports
- Managing User Permissions
- Submitting, viewing and closing support requests

Go-Live and Follow Up

Go-Live of the application includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final. After Go-live, your Account Manager performs a post go-live follow up to ensure client satisfaction.

InfoSend Client Services Support

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. The following describes InfoSend's standard support coverage, the services that are included as part of annual software support, a listing of call priorities, and an outline of escalation procedures.

Support Channels and Availability
InfoSend provides the following methods to be reached to initiate a support request:

- 800 Toll Free Telephone support: (800) 955-9330
- Email via support@infosend.com
- Free electronic access 24 x 7 at www.infosend.com with the following online benefits:
    - Log, track & close support requests
    - View & update support requests
    - Access published documentation
    - Access available downloads
    - Download reports
    - View Job Tracking statistics
    - Download sample files in PDF format

Standard hours of support are from 6:00 AM Pacific to 6:00 PM Pacific, Monday through Friday, excluding designated statutory holidays. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

InfoSend's recognizes the below holidays and will be closed should they fall on a weekday.

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Inbound Support Ticketing, Escalation and Resolution Workflow

All issues or questions reported to support can be tracked via an online support ticket. Account Managers can provide support via telephone, email, or via the online support ticket tool that is located by logging into www.infosend.com.

1. **Contact Dedicated Account Manager**: each web submission, call or email is handled with personal support. Clients receive support by contacting their dedicated Account Manager. If the client's dedicated contact is not available, the support request will be handled by another cross-trained Account Manager or Senior Account Manager. This representative will be your liaison through the support process, giving you a single point of contact for issue resolution.
2. **Request Logging:** each support request can be logged using InfoSend's online Support Ticket Tool. Support Ticket requests are assigned a unique ID and can be viewed by both InfoSend Support and the client's authorized representatives. Support Ticket requests are archived, and can be filtered by open and closed requests.
3. **Escalation Procedure:** InfoSend staff will internally escalate any required internal technical or operational resources to ensure that quality issues are resolved quickly and completely the first time. All necessary modifications are thoroughly tested before being applied to client applications to ensure that the final product meets quality expectations.

4. **Ticket Resolution:** once an issue has been resolved, clients are notified of the solution and allowed to review new sets of samples to approve any changes. Extra attention is paid to the new job throughout our production, quality control, and mailing process. When all parties confirm that the job is meeting quality expectations through every step in the process, we will approve and release the job for completion.
5. **Client Satisfaction**: any concerns or questions around the support being provided may be escalated to the Client Services Director.

Proactive File Halt, Validation Error and Quality Control Support Procedures
InfoSend's data processing platform is designed to validate client data, and will halt if any anomalies or incomplete data is detected. In addition, InfoSend's dedicated QC process will review all printed outputs to check for issues caused by client data. When issues are detected:

1. **Alert Notification:** InfoSend's internal system will automatically place the Job on hold, open a ticket and alert the CS department via an internal alert system, identifying the client and type of output.
2. **Assessment and Follow Up:** InfoSend's CS personnel will assess and then follow up with the relevant client contacts to notify of the issue.
3. **Resolution:** CS personnel will work with the client on how to address the data, either with a new data file or with programming adjustments.

File Cancellation and Document Pull Request Procedures
InfoSend's CS department accepts requests to cancel entire batches or pull select documents from a batch as a standard function of the department. This request can be placed through InfoSend's online website support ticketing system, via email, or by calling the 800 number. The request is then documented by the CS team and communicated to the InfoSend production departments through our internal systems.

1. **File Cancellation**: these requests are typically submitted to InfoSend just after file transfer but before printing. InfoSend's CS personnel will immediately change the status of the Job to prevent any further progression through the InfoSend manufacturing environment and remove the Job batch from the queue. Clients utilizing the Sample Approval workflow will have the option to cancel their own job, which will then be removed from the queue.
2. **Pull Document Requests:** these requests are typically submitted by the Client after the file is processed and prior to mailing. Ideally, these requests would be submitted to the CS team prior to the mail piece receiving the "Quality Control" timestamp in the website's client-facing job tracking system. Once the job has been marked as completing Quality Control it will be moved into Mail Preparation. For this reason, Pull document requests made after the job has passed through QC should be communicated directly via phone call to ensure that they are handled immediately to minimize the chance that the piece is processed for mailing. The document to be pulled will then be intercepted after the document is printed. Pulled documents can either be recycled or returned to the Client.

Schedule:

Provide a detailed schedule showing the overall duration and timeline required for the initial set- up for the services required in this RFP.

InfoSend 12 Week Implementation Timeline

Based on previous experience with Clients of similar size and structure, the following timeline has been provided for project implementation. The proposed timeline gives both parties ample time to complete the project. The implementation timeline begins once the contracting phase has been completed and InfoSend has received a test data file from the Client. Receipt of the test data file will allow the Account Manager to begin the technical implementation.

This is only a sample timeline. If a shorter implementation is necessary, clients will be need to provide responsive engagement during requirements gathering, answering any questions that InfoSend has in a timely manner to allow the project to progress at a more rapid pace. The following work schedule requires minimal effort from the Client on a week-to-week basis and provides ample time for parallel testing.

Phase: Requirements Gathering

Week 1: (Begins once signed contracts, test files, and current output samples are received)

- Familiarize each party with the project managers assigned to the implementation
- Discuss the client specifications and requirements
- Discuss requested formatting changes to client output
- Begin development of mockups incorporating client feedback
- **Milestones, Week1:** Hold kick-off call and complete Client Installation Checklist

Week 2:

- Provide first draft mockups
- Begin to discuss data processing details and data mapping in correlation to mockup
- Finalize any open items on the Client Installation Checklist
- Review mock-ups via online meeting to incorporate Client feedback in real-time
- **Milestone, Week 2:** All Client deliverables received and documented

Week 3:

- Finalize mockups
- Provide proofs for custom preprinted form and envelope (if applicable)
- Continue gathering data processing details and developing programming logic
- **Milestone, Week 3:** Client approval of mock-up outputs

Week 4:

- InfoSend will present the Client with a formal Statement of Work (SOW) which captures all requirements for the implementation project and production of outputs.
- Client reviews SOW and requests changes/clarification on any relevant items.
- InfoSend obtains Client sign-off on the SOW.
- **Milestone, Week 4:** Signed SOW is received, project planning complete

Phase: Application Build

Week 5:

- InfoSend Application Development begins
- InfoSend Account Manager works with InfoSend programming team to execute application per the SOW
- **Milestone, Week 5:** Application Development Begins

Week 6:

- InfoSend Application Development continues
- Account Manager reviews any questions which came up during development with the Client
- **Milestone, Week 6:** Application Development continues

Phase: Samples, Parallel Testing and Training

Week 7:

- InfoSend provides first set of samples for review
- Client reviews the output samples and provides feedback to your Account Manager about requested changes
- Client feedback is communicated to InfoSend's development team for incorporation into the outputs
- Begin payment/lockbox/other ancillary testing (if applicable)
- **Milestone, Week 7:** Draft training schedule is created for the Client's operations team

Week 8:

- Additional rounds of sample review are conducted for the outputs

- InfoSend and the Client will meet to discuss changes and work to refine the outputs
- **Milestone, Week 8:** First samples provided for Client review

Week 9:
- Additional rounds of sample review are conducted for the outputs
- InfoSend and the Client will meet to discuss changes and work to refine the outputs
- **Milestone, Week 9:** Additional samples provided for Client review

Week 10:
- Final round of changes are conducted for the outputs
- Receive approval on the outputs
- Conduct training for Client staff on InfoSend systems and application management
- Complete payment/lockbox/other ancillary testing (if applicable)
- Begin parallel testing of application
- **Milestone, Week 10:** Complete training and testing

Week 11:
- Complete parallel testing of application
- Receive and process first live file for distribution
- InfoSend will conduct extended quality assurance reviews on the first live files to ensure that all expectations for accuracy and quality are being met.
- **Milestone, Week 11:** Receive approval of outputs and prepare for go-live

Phase: Go-Live and Follow Up

Week 12:
- **Milestone, Week 12:** Go-live

Subsequent 2-4 Weeks:
- Follow up review of project, deliverables and service with client to confirm satisfaction
- Officially close project within InfoSend CRM

The information presented shall be in enough detail to enable the City to ascertain the Vendor understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

Providing identical or nearly identical services to Port Orange's requirements for over 300 municipalities and utilities nationwide puts InfoSend in a unique position to offer up a proposal response to the City's RFP. These services represent InfoSend's core business and the heart of a business model that has served the company well from the beginning of its history 20 years ago.

Tab E- Licenses/Insurance

Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."

State of Florida
Department of State

I certify from the records of this office that INFOSEND, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 2014.

The document number of this corporation is F14000003553.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 16, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of January, 2017

Ken Detzner

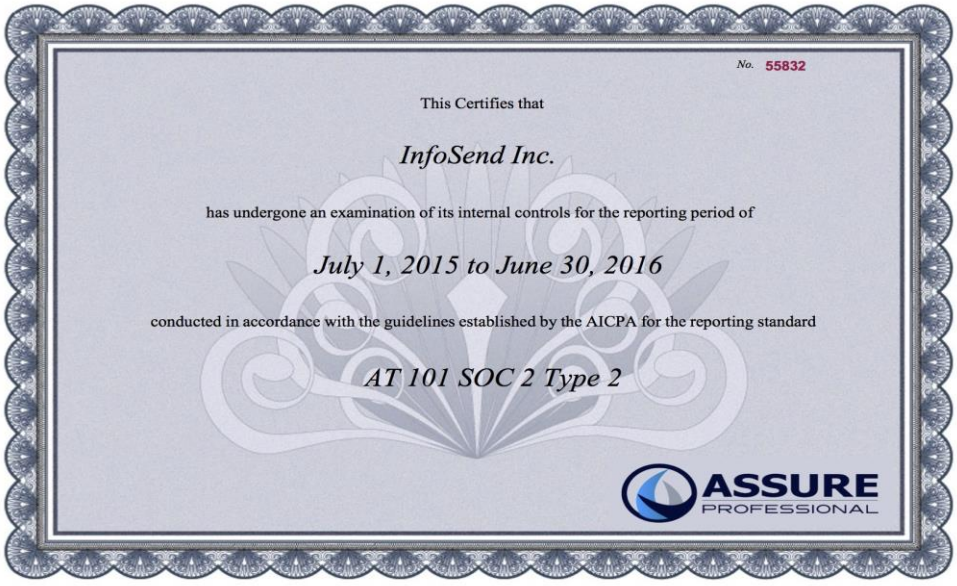
Secretary of State

Tracking Number: CC1531136830

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.



No. 55832

This Certifies that

InfoSend Inc.

has undergone an examination of its internal controls for the reporting period of

July 1, 2015 to June 30, 2016

conducted in accordance with the guidelines established by the AICPA for the reporting standard

AT 101 SOC 2 Type 2

ASSURE PROFESSIONAL



Raul Mendoza

is Certified

by the

United States Postal Service

as having successfully completed

all requirements of the

Mail Design Professional

2007

USA FIRST-CLASS FOREVER

This certification is valid for a period not to exceed two (2) years.

October 1, 2015

Paul F. Warrick
Manager, National Center for Employee Development
Norman, Oklahoma

Tab F- Financial Stability/Litigation and Debarment History

All Respondents 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.

InfoSend will gladly provide our audited financials upon request to the City. We are always happy to be able to detail our 20-year history of successful year after year growth during which we have continually invested in technology, infrastructure, security, quality equipment and new services and product offerings.

There is no record of restructuring, bankruptcy or financial instability at InfoSend. A record that sets us apart from much of the competition in a mature industry.

This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm. This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

InfoSend has never been involved in any litigation in its 20 years of business. Additionally, InfoSend has never lost a client to cause in its 20-year history. This includes incidences related to production issues, late mail drops, or accuracy problems. Added to our financial security, this record of stability and untarnished performance provides InfoSend with an unparalleled position on our arena.

This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm. This shall include any debarment actions against your company by the City or other public entity.

InfoSend has not experienced any debarment or proceeding during its 20 years in business. InfoSend has ***never*** lost the business of any public - or private - entity in its operating history to performance issues.

Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.

While InfoSend prides itself on unparalleled client retention in our industry at 98.5%, we are subject to market conditions, client business practices, and mandatory competition with our current contracts. InfoSend has discontinued our relationship with only six clients in the past three years for various reasons. We have identified these reasons for you below:

1. Three former clients were mandated to solicit competitive bids. The stated reason for each of these former clients was cost only. While it is our intent to always remain price competitive, it is possible to get under bid, which was the case. Each former client experienced quality service, efficient, timely, and accurate billing processes and excellent customer service. Each former client would be able to offer a positive reference.
2. One former client was purchased by a current client and all print production was absorbed by our current client. In essence, we kept the production volume as well as provided a scalable solution for our current client to easily maintain production standards with the added records to be produced. No change in service levels was needed.
3. One former client elected to change CIS utility billing platforms. With the change they selected a CIS provider with an existing vendor contracted to perform print/mail services. With the changeover and end of term, the client no longer needed InfoSend's services.
4. One former client outsourced all of the billing and customer service to a third party who offered contracted print/mail services. With the change, InfoSend's services were no longer needed.

InfoSend believes that each of these former clients would express satisfaction in working with InfoSend during their contracted terms.

Please note - **In our 20-year history, we have never lost a utility client due to a production, customer service, quality, or operational issue. Additionally, InfoSend maintains a rock solid financial position with a history of year over year growth.**

Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

InfoSend accepts this requirement.

Tab G- Client References for Similar Projects

Provide a minimum of three (3) and a maximum of five (5) Client References (DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES) within the last three (3) years for the services described in this RFP. References must Include the following: 1. name and type of entity, 2. the contact name of the public officer in charge of the contract, 3. email address and telephone number of the public officer in charge of the contract, and 4. the years in which the services have been provided. *The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.

City of Ocala, FL	352.629.8250
151 SE Osceola Ave, 3rd Floor	Regina M. Frazier, Assistant Director of Finance
Ocala, FL 34471	rfrazier@ocalafl.org

- **Contracted Since:** 2010
- **Billing System**: PeopleSoft CIS
- **Volume**: 55,000 statements, monthly
- **InfoSend Products Used**: Data Processing Print and Mail, QuickPay, Print Image Archive

InfoSend currently produces approximately 55,000 bills/notices per month for the City of Ocala, transmitted from its PeopleSoft CIS billing system. Ocala also uses InfoSend's Online BillPay system, allowing its customers to log in and access statement archives as well as the ability to pay outstanding or future statement balances.

City of Palm Coast, FL	386.986.2378
160 Lake Avenue	Joan Gold, Accountant
Palm Coast, FL 32164	jgold@palmcoastgov.com

- **Contracted Since**: 2015
- **Billing System**: Tyler Munis
- **Volume**: 31,000 Mail Pieces Monthly
- **InfoSend Products Used**: Data Processing Print and Mail

Keys Energy	305.295.1026
1001 James Street	Terry Beeman, Information Technology Supervisor
Key West, FL 33040	terry.beeman@keysenergy.com

- **Contracted Since**: 2013
- **Billing System**: Harris Northstar
- **Volume**: 28,000 Mail Pieces Monthly
- **InfoSend Products Used**: Data Processing Print and Mail

All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.

InfoSend accepts this requirement, we continually update our references to be sure all information is current.

Below is a sample of the verification questions that may be used: 1. What type of services did the Vendor do for you? What was the scope of the project? 2. Did they meet the terms of the contract? 3. Was the project completed on time and within budget? 4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you? 5. Did they respond in a timely manner to calls, requests, etc.? 6. Did they provide adequate staff to take care of the needs of your company/agency? 7. Did the Vendor manage sub- consultants and/or sub- contractors? 8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way? 9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3- 5 years? 10. Overall, would you recommend this Vendor?

InfoSend accepts this requirement.

Tab H- Cost Data

Cost Fee Proposal:

Use the attached Cost Fee Proposal (Microsoft Excel spreadsheet) to submit formal unit cost data in your proposal under Tab H. Only the Cost Fee Proposal form provided by the City of Port Orange in this solicitation will be accepted.

InfoSend has included the Cost Fee Proposal but it must be noted that each cell must be read individually as the ability to increase decimal places for a more precise value has been locked. Therefore the "total cost" cell will not accurately reflect the values of the added cells above it. Additionally, the total cost cell applies the cost of each NCOA correction to each record in the billing data file while a more realistic figure of NCOA corrections will be about 1% of the total. Postage surcharges are based on the weight of each piece so it is not possible to include in the spreadsheet.

For an extended, more detailed understanding of what costs to the City would be for the services in the RFP we have included additional pricing pages and will be happy to explain in detail how they will apply to the City's billing scenario.

COST/FEE PROPOSAL
CITY OF PORT ORANGE
RFP 17-10
UTILITY BILL PRINTING AND MAILING SERVICES

Completed "Exhibit 1" form MUST be included with Proposal Submission.
Instructions to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted cells, preferably electronically.
Proposers are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	InfoSend
CONTACT PERSON:	Brian Bucklin
EMAIL ADDRESS:	brian.b@infosend.com
AUTHORIZED SIGNATURE:	

ONE-TIME INITIAL FEES FOR SET-UP

ITEM	DESCRIPTION		TOTAL COST FOR INITIAL DEVELOPMENT/SET-UP
DEVELOPMENT	TOTAL PROGRAMMING COSTS FOR INITIAL SET-UP: (identify unit cost breakdown below)		$ -
	Initial Flat Setup Fee	$ -	
	Programming Costs	$ -	
	Cost Per Hour	$125.00	
	Maximum Number of Hours	40	

RECURRING FEES

ITEM	DESCRIPTION	UNIT OF MEASURE	COST PER UNIT
CITY BILL FORMAT PACKAGE BASE PRICE:	Bill (Statement) includes - Data processing; 2-Sided Simplex Printing; 8.5" x 11" white bond paper with 3.5" perforation from bottom of page; #10 double window envelope; #9 standard window (return envelope); barcode, presort, Fold, Insert, and deliver to USPS; Estimate based on 30,000 + bills per month (4 billing cycles per month); 4 Cycles of Delinquent notices (average 2,300+ total per month) Off cycle runs of bills (small numbers).	Per Bill	$0.09
ADDITIONAL OPTIONAL ITEMS:	Search & View Bill - search, view, print and e-mail bill, PDF creation, storage & hosting of files for 90 days	Per Bill	$0.00
	Additional Impressions (inserts, newsletters, etc.)	Per Impression	$ 0.06
	Additional Inserting (generic inserts)	Per Insert	$0.01
	National Change of Address (NCOA) - address correction service	Per Correction	$0.30
	Custom programming / changes, new forms, etc.	Per Hour	$125.00
	Ability to add message to customers on the bill	Per Bill	$ -
POSTAGE COSTS FIRST CLASS:	First Class - Domestic	Per Bill Mailing	$0.37
	First Class - International	Per Bill Mailing	$1.15
POSTAGE COSTS IF GREATER THAN FIRST CLASS	Cost of any postage surcharge	Per Bill Mailing	$ -

EXAMPLE OF ALL COSTS PROPOSED FOR EVALUATION OF COST PROPOSAL PURPOSES ONLY:

QUANTITY / EACH	Description: Total Cost of each Item priced:	TOTAL COST
1	Development + City Bill Format Package Base Price + Search & View Bill + Additional Impression + Additional Insert + NCOA + Custom Programming + First Class - Domestic + First Class - International + Postage Surcharge	$ 1.99

total cost - $126.99 (now includes the custom program fee that did not compute)

Russ Alberti Digitally signed by Russ Alberti
DN: cn=Russ Alberti, o=InfoSend, ou=Sales, email=russ.a@infosend.com, c=US
Date: 2017.03.09 09:31:55 -08'00'

Pricing: Data Processing, Print & Mail Service Set-up Fee

InfoSend's Fees – Initial Set-up Costs

Implementation, professional services, and optional services fees.

Professional Services Fees

Please pick from one of the options below:

Option 1 - Express PDF Implementation: Waived

With this option, you control the formatting of your documents and do not pay maintenance fees.

Option 2 - Data-Only (e.g. flat files, XML) Implementation: Waived

When this option is selected InfoSend creates, hosts and maintains an application to generate your bills. Your current document design will be matched. Please note that data manipulations are not part of the standard offering.

Document Redesign Service: Waived

We will assist you in redesigning the format of your printed documents if needed. We will become responsible for later changing the format of the documents, if needed (Professional Services Fees will apply for future changes.

Please note that Clients must sign off on requirements documents (Statement of Work, project plan, etc.) before programming and system configuration can begin. Client can be charged additional fees and/or have the project go-live date delayed if requirements are changed after they have been finalized and signed off.

Professional Services Fee Per hour and performed only upon request. For customizations made to your data processing application after go-live. Work is only started after receiving your approval of a formal quote.	**Per Hour**	$125.00

Pricing: Data Processing, Print & Mail Service Fees

InfoSend's Fees – Turnkey Data Processing, Print & Mail Service:

The individual prices shown in the table below apply only to the turnkey Data Processing Print & Mail service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.

Primary Services

Turnkey Data Processing Print & Mail service

Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mail pieces are delivered to the USPS **within one (1) business day.** If samples (proofs) are requested, then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required, then they must be approved by 5:30PM for the file to be mailed by the next business day.

Excludes materials, sales tax (where applicable), and postage.
A postage deposit will be required prior to go live.

For the quoted prices to apply InfoSend must have the right to combine data files sent by your organization with other files you have sent, when possible. Higher pricing applies if files must be printed separately.

Per Item	**Options Below:**
Regular Bills (Per Sheet) Est. Volume 32,000 documents/month Est. 4 Batches/month Price includes black plus **blue**, **green** or **red** duplex printing of variable data and form elements on the front and back of the page onto preprinted 2 color form with a perforation All facilities have black plus one spot color production. InfoSend's Anaheim facility utilizes full color, inkjet production. Should this be desired, InfoSend can print up to 4/4 on a white sheet.	$0.046
Per additional color	$0.002
Late Notices (Per Sheet) Est. Volume 2,300 documents/month Est. 4 Batches/month Price includes black plus red duplex printing of variable data and form elements on the front and back of the page onto white form with a perforation	$0.046
Inline Inserts (Per Sheet) Price depends on the ink coverage in the insert artwork file. Price is quoted upon request for each insert.	TBD
Multiple Page Mail Piece Surcharge – Handwork This surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into the #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.	$0.30

	Pricing assumes the use of materials options listed in the below section.	**Postage** (for all job types) You will be invoiced for the exact postage used. You must use one of the two USPS approved Move Update methods to get the presort discounts:	Pass Through
		Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.	$0.30

Material Component Fees – Data Processing Print & Mail Service			
Materials	**Statement, Invoice, or Letter Paper Stock**		
	All Documents: custom paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. Form is printed 4/0. Black or HLC printing onto custom pre-printed forms is available but not recommended. Dynamically printing content onto white paper gives you more flexibility. Additionally, if you utilize plain white paper and standard InfoSend envelopes then all materials will be readily available to print at any one of InfoSend's three production facilities should there be a disaster at one of the facilities. Standard materials keep costs down and ensure proper disaster recovery.	Per Sheet	$0.018
	White stock with dynamic perforation – 24#	Per Sheet	$0.015
	InfoSend Standard Window Envelopes		
	Standard Window Envelopes These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI).	**Per Standard Envelope**	**Options Below:**
		#10 InfoSend Standard Double Window Outgoing Envelope	$0.016
		#9 InfoSend Standard Single Window Return Envelope	$0.014
	Other Envelopes		
	Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	$0.16

Processing Print & Mail Service

Optional Services

Drop-Shipped Inserts & Inserting of InfoSend-Printed Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add $0.01 to the fee. InfoSend-printed inserts are quoted upon request. No additional service cost to use selective inserting to selectively include inserts with certain bill types as long as at least 3,000 customers are targeted (set-up costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.	Per Insert	$0.005
Print Messages on the Outside of the Standard Envelope Custom messages and images can be printed onto the standard InfoSend #10 double window envelope. This type of printing is referred to as "sniping" and usually used to print temporary content on a month or two worth of envelope stock. It is more cost effective to digitally inkjet print this content onto pre-manufactured envelopes than to order truly custom stock that was manufactured specifically for you. Price depends on the artwork you'd like to print – number of colors and whether it prints on one or both sides of the envelope. Price is quoted upon request.	Per Envelope	TBD

Print Image Archive Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months. The PDFs are accessed using a browser-based application that is accessed by logging in to the InfoSend website. Third party applications can also access the PDFs via a lightweight API with no cost increase to the unit fees. Setup fees may apply depending on your configuration needs. ***This service includes outbound mail tracking at no additional cost***. You can view USPS-provided mail tracking data from the same interface that you use to view PDFs of the printed bills. *Only available with mail sent using 1st Class Postage, and not available in some cases with postcard mailings.*	Per PDF (No Set-up Fee)	$0.0035 - For 90 Days of Retention
Electronic Inserts PDF copies of your physical inserts can be included in the Print Image Archive at an additional cost. This will let your team see exactly which inserts were delivered with each mail piece. This will also allow you to include the inserts in the eBill PDFs that are presented and/or emailed to customers if you use an InfoSend eBusiness service that delivers eBills to your customers or if you use a third-party application that pulls the PDFs from InfoSend's Print Image Archive API to present to your customers.	Per Insert (No Set-up Fee)	$0.007
FinalDoc CD This CD archiving service is a simple and cost effective way for you to retain document images long-term. You can search by account number or name. The documents are stored on the CD in PDF format. FinalDoc CD is used by your staff to look up individual documents.	Per CD	$95.00 + Shipping & Handling
Professional Services Per hour and performed only upon request. For customizations made to document processing program or document format after go-live. Work is only started after receiving your approval of a formal quote.	Per Hour	$125.00

Partnered Solutions: Current Technology Partner Products & Services

InfoSend works with key partners to provide unique solutions that broaden the scope of services we offer our clients. Our cooperative partnerships serve to provide InfoSend clients with benefits that complement existing InfoSend Data Processing Print & Mail, and eBusiness offerings. Each partner has been thoroughly evaluated and tested in conjunction with InfoSend's service packages.

Simple, Convenient and Secure Cash Payments

InfoSend, in conjunction with PayNearMe as its partner, is offering an alternative cash payment channel to benefit billers with a high percentage of cash-based based customers. The InfoSend/PayNearMe partnership enables billers an efficient method of collecting cash payments from the approximate 60 million Americans not owning a bank account, credit or debit card.

- **What is PayNearMe?**
  PayNearMe provides cash bill payers with an easy way to make payments 24/7 in their own neighborhood in less than 60 seconds at any of the 17,000 participating 7-Eleven, Family Dollar, and ACE Cash Express stores across the United States.

  Customers will make their cash payment by agreeing to pay a small convenience fee assessed at the time of the payment. Billers are not required to manage or collect the cash convenience fee, and InfoSend supports full reporting functions.
- **How Does It Work?**
  Enrolled billers must utilize InfoSend's Data Processing Print and Mail service to qualify for the bundled solution. Bills will be redesigned to accommodate PayNearMe's Payment Code specifications. This Payment Code will be scanned by the POS system at 7-Eleven, ACE Cash Express and Family Dollar locations.

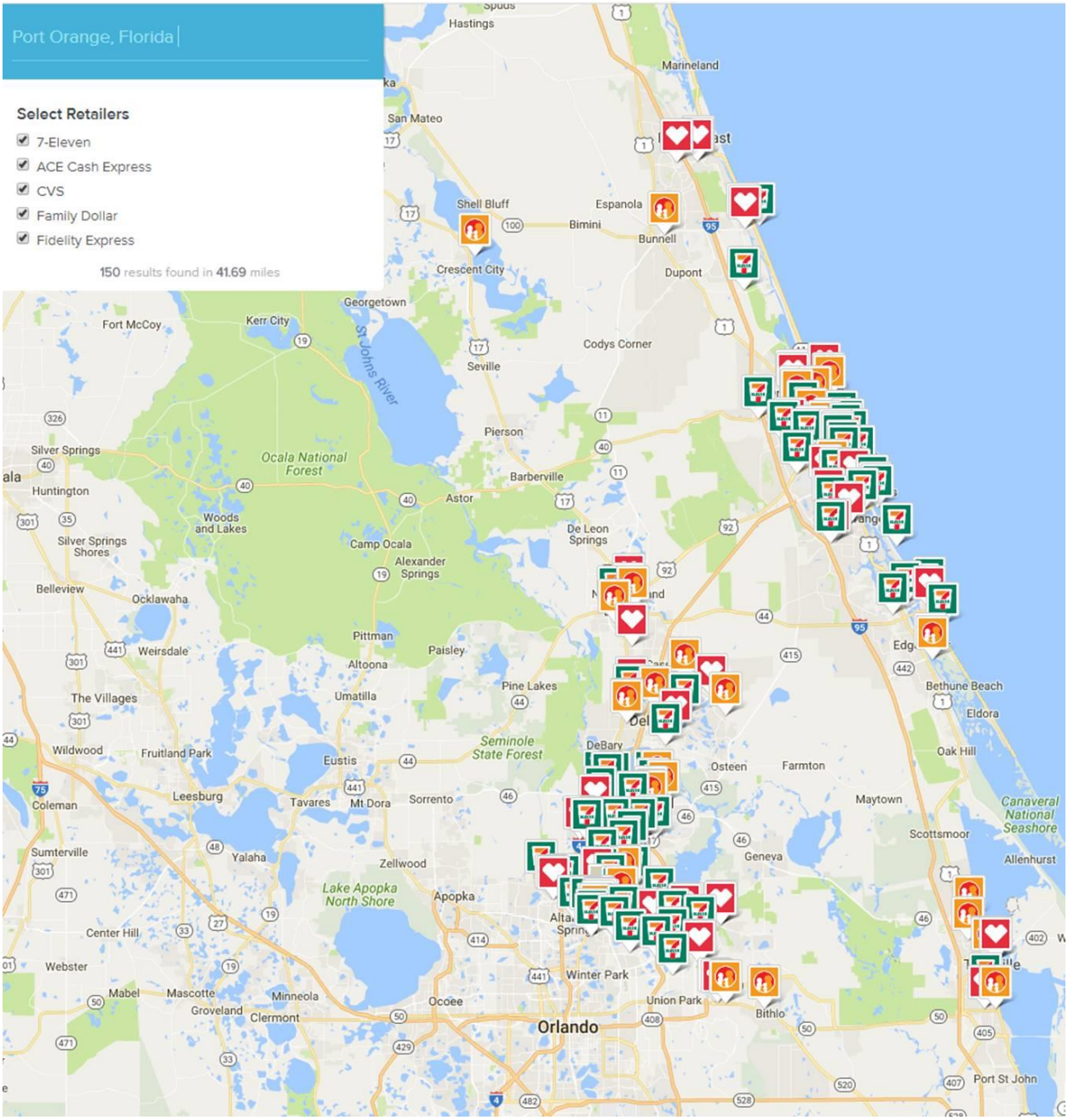
  The PayNearMe Payment Code can also be sent to the customer's smartphone if the customer does not have their bill with them.

PayNearMe can be used in addition to InfoSend's Online BillPay and/or QuickPay to provide customers a secondary cash payment channel as an alternative to walk-in payments or electronic payment channels.

No risk – Funds are guaranteed by PayNearMe upon receipt of cash payment at a participating retailer.

PayNearMe setup includes specific parameters such as required space on the billing document as well as printing setup. InfoSend will analyze each Biller's setup to determine feasibility.

Port Orange, FL PayNearMe Affiliated Retail Locations



Shut Off Notification Delivery *via:* 

InfoSend offers a notification service for utilities faced with the onerous task of delivering shut off notices to delinquent customers. ***Shut Off Notification Delivery*** *via FedEx* provides utilities with a cost-efficient and timely alternative to manually delivering door hanger shut off notifications.

Manual Door Hanger Notifications are Costly

Shut Off Notification Delivery allows utilities to avoid fees commonly associated with manually delivering shut off notices

- Delivery vehicle cost
- Delivery personnel cost
- Cost to print shut off notice
- Time spent delivering notices
- Added liability with manual delivery

Shut Off Notification Delivery via FedEx allows utilities to send time sensitive shut off notices at a fraction of the cost with no delivery liability. Benefits include:

- Real-time tracking and delivery confirmations
- Frees up employees normally tasked with delivering notices
- Utility employees no longer exposed to risky safety considerations involving manual delivery of notices including unsafe areas, dog bites, and disgruntled residents.

Features

- Notifications are printed in full color with shut off information on one side of the sheet and FedEx shipping information on the reverse side. Each notice is delivered in a FedEx envelope.
  - Notices sent in this manner are viewed as more official than standard mail delivery or door hanger placement – **Grabs Customer Attention!**
- Automated processing, printing, and delivery
  - Shut off notification process becomes less stressful and more efficient for utilities
- FedEx Standard Overnight and FedEx 2 Day delivery service options.

Other FedEx surcharges may apply. An analysis of your customer base can be performed to determine the potential for FedEx delivery surcharges.

Sample of Billing Statement:

Include a sample of the billing statement that will be utilized for the provision of the services requested in this RFP.

East Valley Water District
31111 Greenspot Road
Highland, CA 92346
www.eastvalley.org

Office Hours

Monday - Thursday	8:00 AM to 5:00 PM
Friday	7:30 AM to 4:30 PM
2nd & 4th Tuesday	9:00 AM to 5:00 PM
Customer Service/After Hours	(909) 889-9501

YOUR ACCOUNT INFORMATION

CUSTOMER NAME	SERVICE ADDRESS	ACCOUNT NUMBER	BILL DATE	CURRENT BILL DUE DATE
JOHN SAMPLE	1234 CUSTOMER WAY	0001-0222-00	10/06/2016	10/27/2016

BILL PERIOD	METER NUMBER	PREVIOUS READ	CURRENT READ	USAGE	CONSUMPTION IN GALLON
09/01/2016 to 09/29/2016	1230456	6,444	6,454	10	7,480

YOUR ACCOUNT SUMMARY

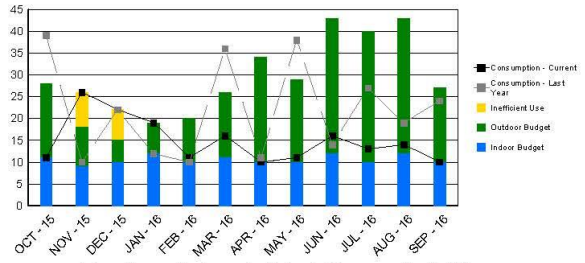
Previous Balance	83.47
PAST DUE BALANCE- Due Upon Receipt	0.00

CURRENT ACTIVITY DETAIL

CURRENT CHARGES	HCF	RATE	TOTAL
Tier 1- Indoor	10	$1.63	$16.30
Tier 2 - Outdoor	0	$2.32	$0
Tier 3 - Inefficient	0	$3.24	$0
SEWER COLLECTIONS CHARGES			$15.36
SEWER TREATMENT CHARGES			$20.85
WATER SYSTEM CHARGE			$23.06
CURRENT CHARGES- Due Date 10/27/2016			**$75.57**

TOTAL BALANCE DUE: $75.57

WATER BUDGET INFORMATION



Number of days in this billing period: 28
1 unit = 100 cubic feet = 748 gallons

ACCOUNT ALLOCATION INFORMATION

Number of Occupants: 4 Variance:

PayNearMe™: PAY WITH CASH AT PARTICIPATING 7-ELEVENS

Bring this notice with cash to 7-Eleven to make a payment.
Visit www.paynearme.com for a list of participating retailers near you.

7-Eleven® Sales Associate Instructions
1. Ask customer amount to load
2. Press LOAD button
3. Scan barcode and collect payment
4. Return payslip and provide receipt

Customers or Sales Associates call (888)-714-0004 for help 24/7

LOAD LIKE A GIFT CARD
CQCZW2
PayNearMe

Payments posted next business day.
Subject to PayNearMe, Inc. ™ terms of use at www.paynearme.com

MESSAGE CENTER

As a reminder, outdoor budgets decrease when temperatures decrease. Reduce outdoor irrigation and make changes now to avoid falling into Tier 3.

infosend
SAMPLE PROVIDED BY INFOSEND

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PAYMENT COUPON
PLEASE MAKE YOUR CHECK OR MONEY ORDER PAYABLE TO:
EAST VALLEY WATER DISTRICT

Service Address
1234 CUSTOMER WAY

Scan here to pay your bill

ACCOUNT NUMBER: 0001-0222-00
CURRENT BILL DUE DATE: 10/27/2016
AMOUNT DUE: $75.57

AMOUNT PAID:

AUTO PAY - DO NOT PAY

00010222000000033333

EA21006A AUTO SCH 5-DIGIT 92404
7000000002 00.0001.0002 2/1
JOHN SAMPLE
1234 CUSTOMER WAY
SAN BERNARDINO CA 92404

EAST VALLEY WATER DISTRICT
P.O. BOX 3550
ONTARIO CA 91761-0955

provo.org • 351 W. Center St. 801 852 6000 Monday - Friday 8:00 AM - 6:00 PM

Customer: JOE SAMPLE **Service at:** 123 N 100 W **Bill Date:** 01/12/2016

Account #	Previous Balance	Payment Made	Unpaid Balance	Current Charges	Amount Due	Due Date
001234-01234	$153.59	$153.59	$0.00	$157.48	$157.48	02/01/2016

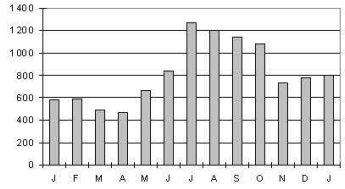
Charge Summary:

Electric Meter # 01234567	$93.72
Water Meter # W01234H	$21.44
Waste Water	$15.04
Storm Water	$7.41
Solid Waste	$16.37
Transportation	$3.50
~~Total~~ Charges	$157.48

Important News:

Residential Electric Details: Schedule 1

kWh Energy Usage



Usage for meter: 01234567
12/03/2015 to 01/04/2016

Start Read:	30375
End Read:	31179
Multiplier:	1
Usage:	804

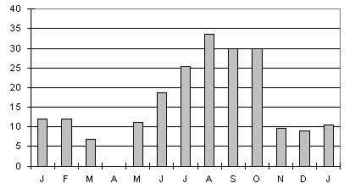
Charges for meter: 01234567

	Days	Usage	Avg Use Per Day	Avg Cost Per Day
This Month	32	804	25	2.93
Last Month	29	779	27	3.14
Last Year	31	580	19	2.17

Block 1	500 kwh	0.0860	$43.00
Block 2	304 kwh	0.0999	$30.37
Customer Service Charge			$6.44
Telecom Debt Charge			$5.35
Municipal Use Tax			$5.11
State Sales Tax 4.05%			$3.45
Residential Electric Sub-total:			$93.72

Residential Water Details:

TGAL Usage



Usage for meter: W01234H
12/03/2015 to 01/04/2016

Start Read:	4287
End Read: EST	4301
Multiplier:	1
Usage:	10.47

1 TGAL = 1000 Gallons

Charges for meter: W01234H

	Days	Usage	Avg Use Per Day	Avg Cost Per Day
This Month	32	10.47	0.3	0.67
Last Month	29	8.98	0.3	0.70
Last Year	31	11.97	0.4	0.61

Water	10 tgal	0.720	$7.54
Base Charge			$12.69
Water Municipal Use Tax 6.0%			$1.21
Residential Water Sub-total:			$21.44

Please return this portion with your payment

[1/1]

Provo City Utilities
351 West Center Street
PO BOX 1849
Provo, UT 84603-1849

Service Address:	**123 N 100 W**
Account Number:	**001234-01234**
Payment Due By:	**02/01/2016**
Total Amount Due:	**$157.48**
Help Contribution:	
Amount Enclosed:	**Auto Pay - Do Not Pay**

PRO0113A AUTO 5-DIGIT 84601
7000000099 00.0001.0099 99/1

JOE SAMPLE
123 N 100 W
PROVO UT 84601

REMIT TO :

PROVO CITY UTILITIES
PO BOX 1849
PROVO, UT 84603

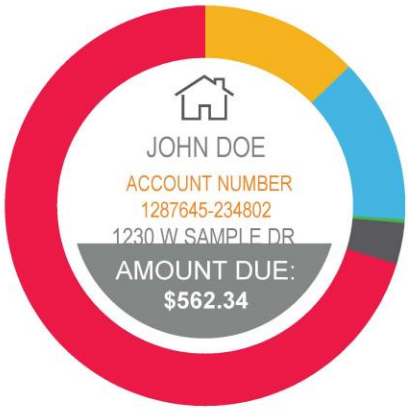
00001234560012345000000123456

UTILITY SERVICES STATEMENT

Last Bill	Payments/Credits	Deposits	Adjustments	Balance Forward	New Charges	Amount Due
$622.86	-$227.23	$0.00	$0.00	$395.63	$166.71	$562.34

Bill Date	Service Period	Due Date
01/11/17	12/09/16 to 01/10/17	01/31/17

PIMA COUNTY WASTEWATER RECLAMATION



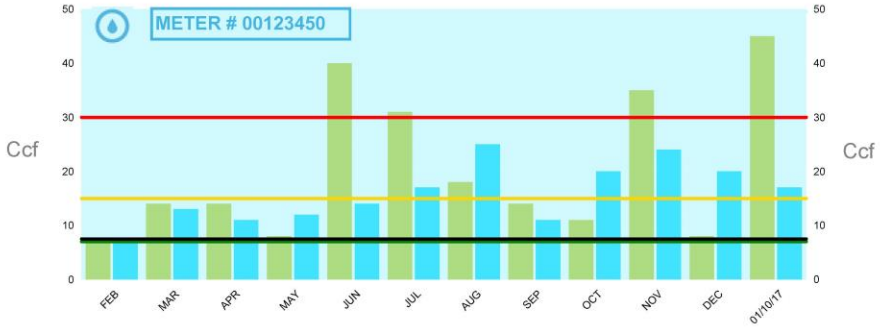
SEWER
$72.52
Phone: 520-724-6609

WATER
$74.89
Phone: 520-791-3242

ENVIRON. SVC.
$1.06
Phone: 520-791-3171

PAST DUE BALANCE
$395.63
Please pay immediately to avoid additional fees

MISCELLANEOUS
$18.24
Breakdown of charges on reverse



Late Notice
Our records show that a portion of your account is Past Due. Please pay the Balance Forward now to prevent service interruptions or possible penalties. If you have recently paid this amount, please disregard this message.

CURRENT USAGE
LAST YEAR USAGE

VOL 0-7 at $1.55/Ccf
VOL 8-15 at $3.00/Ccf
VOL 16-30 at $7.48/Ccf
VOL 31+ at $11.75/Ccf
Annual Residential AVG. = 7 Ccf

Cycle - Route	Current Read	Previous Read	Usage (Ccf)
08-06	3051	3034	17

Water Usage	In Gallons	In Ccfs (1 Ccf = 748 Gallons)
Current Usage:	12716	17
Last Year Usage:	33660	45

Please fold on perforation before tearing and return bottom portion with your payment.

UTILITY SERVICES STATEMENT
PO Box 28804
Tucson, AZ 85726-8804

Service Period	Due Date	Account Number
12/09/16 to 01/10/17	01/31/17	1287645-234802

Optional Open Space/Riparian Donation	Amount Due	Amount Paid
☐ $2.00 ☐ $5.00 ☐ $10.00 ☐ $_____	$562.34 Any Past Due Balance DUE IMMEDIATELY	$

Additional information on reverse

Pay online at: www.tucsonaz.gov/pay-utility-bill
Pay by phone: 520-791-3242

Addressee

TUA0111A 5-DIGIT 85745
7000008993 00.0032.0201 8450/1

JOHN DOE
1230 W SAMPLE DR
TUCSON AZ 85745-7117

Please Make Checks Payable And Remit To

CITY OF TUCSON
PO BOX 28804
TUCSON, AZ 85726-8804

00012345600070809000000123450

Tab I- Required Documents

Include all required City of Port Orange forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

Form 9.1 Proposal Submittal Checklist

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

X Form 9.2 – Vendor's Acknowledgement Form

X Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

X Form 9.4 – Drug Free Preference Statement

X Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes

X Form 9.6 – Affidavit of Anti-Collusion Form

X Form 9.7 – Authorized Signatures/Negotiators

X Form 9.8 – Vendor Application Form

NA Form 9.9 – Local Business Affidavit of Eligibility

X W-9 Form

X Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)

X Detailed Schedule for Implementation (inserted under Tab D of submitted Proposal)

X Bid Bond (5% of Cost/Fee Proposal)

X Submission of one (1) original marked "ORIGINAL", and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: InfoSend
Vendor

Authorized Signature

3/6/17
Date

This document must be completed and returned with your Submittal

RFP # 17-10 Utility Bill Printing and Mailing Services Page 55 of 81

Form 9.2 Vendor Acknowledgement Form

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, 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 Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor'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 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 RFP.

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 proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

_____

_____

InfoSend
NAME OF BUSINESS

AUTHORIZED SIGNATURE

Russ Rezai, President
NAME, TITLE, TYPED

33-0748516
FEDERAL IDENTIFICATION #

4240 E La Palma Ave
MAILING ADDRESS

Anaheim, CA 92807
CITY, STATE & ZIP CODE

714.993.2690 714.993.1306
TELEPHONE NUMBER / FAX NUMBER

russ.r@infosend.com
E-MAIL ADDRESS

STATE OF California COUNTY OF Orange

The foregoing instrument was acknowledged before me this day of March 3, 2017 by Russ Rezai, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: August 1, 2019

Notary Public

This document must be completed and returned with your Submittal

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.

LORI N. HING
COMM. #2118355
Notary Public - California
Orange County
My Comm. Expires Aug. 1, 2019

Form 9.3 Addendum and Change Order Procedure Acknowledgement Form

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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: 03-01-17 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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

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.

InfoSend
Name of Business

By: _____
Printed Name: Russ Rezai
Title: President

STATE OF California
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 3rd day of March, 2017 by Russ Rezai (NAME), as President (TITLE) of InfoSend (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

1 is personally known to me; or

☒ has produced drivers License as identification.

LORI N. HING
COMM. #2118355
Notary Public - California
Orange County
My Comm. Expires Aug. 1, 2019

_____
Notary Public, State of CA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

Form 9.4 Drug Free Preference Statement

FORM 9.4 – 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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.

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.

InfoSend
Name of Business

By: _____
Printed Name: Russ Rezai
Title: President

STATE OF California
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 3rd day of March, 2017 by Russ Rezai (NAME), as President (TITLE) of InfoSend (NAME OF ORGANIZATION) and who:

[Notary: Please select one]
is personally known to me; or
☒ has produced Driver's License as identification.

LORI N. HING
COMM. #2118355
Notary Public - California
Orange County
My Comm. Expires Aug. 1, 2019

Notary Public, State of CA

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

Form 9.5 Sworn Statement on Public Entity Crimes

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer 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 4240 E La Palma Ave Anaheim, CA 92807 (name of Offeror or business) is InfoSend, Inc.

2. My relationship to InfoSend (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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

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.

InfoSend
Name of Business

By: _____
Printed Name: Russ Rezai
Title: President

STATE OF California
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 3rd day of March, 2017, by Russ Rezai, as President of InfoSend and who:

[Notary: Please select one]

☐ is personally known to me; or

☑ has produced Driver's License as identification.

LORI N. HING
COMM. #2118355
Notary Public - California
Orange County
My Comm. Expires Aug. 1, 2019

_____
Notary Public, State of CA

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

Form 9.6 Affidavit of Anti- Collusion Form

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: InfoSend

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: President

ADDRESS: 4240 E La Palma Ave

CITY: Anaheim STATE: California ZIP CODE: 92807

TELEPHONE: 714.993.2690 FAX: 714.993.1306

COMPLETION TIME: _____

F.E.I.N. NUMBER: 33-0748516

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

Form 9.7 Authorized Signatures/Negotiators

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
Russ Rezai	President	714.993.2690



(Authorized Signature)

This document must be completed and returned with your Submittal

Form 9.8 Local Business Affidavit of Eligibility

FORM 9.8 - VENDOR APPLICATION

City of Port Orange
Vendor Application

Date: 03-02-2017

City of Port Orange
Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: InfoSend, Inc

ADDRESS: 4240 E La Palma Ave

CITY: Anaheim STATE: California ZIP CODE: 92807

If remittance payment address is different than application or W9 please fill out below:

ADDRESS:

TEL. # (including area code): 714.993.2690 FAX. # 714.993.1306

SIGNATURE PERSON FILING APPLICATION:

PRINTED NAME: Russ Rezai

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 33-0748516

E-MAIL ADDRESS: russ.r@infosend.com
(Authorized Company Representative)

COMPANY STATUS:
INCOPRORATED: [X] Y [ ] N State Incorporated: California Year: 1997

TYPE OF ORGANIZATION: [ ] Indiv. [ ] Partnership [X] Corp. [ ] Non-Profit [ ] LLC

ATTORNEY TRUST ACCOUNT NAME:

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

[ ] Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

Form 9.9 Vendor Application and W- 9 Form

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: 

Printed/Types Name: Russ Rezai Title: President

Commodity/Services Data Processing, Print and Mail of billing statements, late notices and other transactional and critical documents. E mail billing and electronic bill presentment and payment.

This document must be completed and returned with your Submittal

Bid Bond (5% of Cost/Fee Proposal)

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that InfoSend, Inc, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 4240 E La Palma Ave Anaheim, CA 92807, Tel.: 714.993.2690 (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.: 17-10

Project Address:

Legal Description: See Attached

Description of Work: Utility Bill Printing and Mailing Services

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within 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 within 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 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 _____, A.D. 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 original bid bond and financial statement of Surety Company).

PRINCIPAL:

_____

Signature Russ Rezai, President

_____

Corporate Officer & Title

ATTEST:

_____

Signature

_____

Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____

Attorney-in-Fact (signature)

_____

Name & Title

_____

Name of Local Resident Agent

_____

City, State, Zip

_____

Telephone:

A.M. Best No.: _____ *NAIC No. :* _____

ATTEST:

_____

Signature

_____

Corporate Secretary (Affix Corporate Seal)

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 forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

_____

Signature of Affiant

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)

END OF BID BOND

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

UTILITY BILL PRINTING and MAILING SERVICES

RFP #17-10

City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: February 13, 2017

Proposal Due Date and Time: March 8, 2017 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Vendors

RFP #17-10 Utility Bill Printing and Mailing Services

Notice is hereby given that the City of Port Orange is soliciting proposals for Utility Bill Printing and Mailing Services. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on March 8, 2017** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in Council Chambers.

A Bid Guarantee in the form of a Bid Bond executed by the Proposer 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 cost-fee must be submitted with each sealed submission.

DESCRIPTION: Outsourcing for utility bill printing and mailing services.

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.256 and the Policies and Procedures as set forth in the City's Purchasing Manual. 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 proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, purchdiv@port-orange.org and reference "Questions on RFP #17-10 Utility Bill Printing and Mailing Services" in the subject line. Last day for questions will be **February 24, 2017 at 5:00 PM.**

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

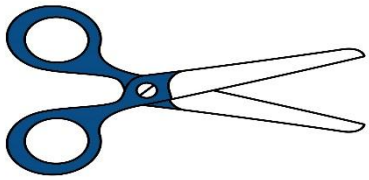
NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #17-10 Utility Bill Printing and Mailing Services".**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **February 13, 2017**

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO. **RFP #17-10**

PROPOSAL TITLE: **Utility Bill Printing and Mail Services**

DUE DATE/TIME: **March 8, 2017 at 2:30 pm**

SUBMITTED BY: _____

(Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____
(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Firms or Companies (Vendors) for the provision of outsourcing utility bill printing and mailing services as described herein. It is the City's intent to award to one (1) firm a basic contract to provide the necessary services for a period of three (3) years, with two (2) extensions of one (1) year each.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposals promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed proposals including one original copy, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: .....February 13, 2017
Deadline for Questions: .....February 24, 2017 by 5:00 p.m.
Final Addendum Posting: .....March 1, 2017
Proposals Due: ..... March 8, 2017 by 2:30 p.m.
Evaluation Committee Meeting.....To Be Determined
Shortlisted Firms Presentations/Discussions (if required) .....To Be Determined
City Council Meeting for Approval of Recommendation of Award .....To Be Determined

DELIVERY OF PROPOSALS:

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Vendors must indicate on the outside of their proposal the following:

a) Request for Proposal (RFP) Number and Title
b) Date of Opening
c) Name of Vendor
d) Address of Vendor

A Bid Guarantee in the form of a Bid Bond executed by the Proposer 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 cost-fee must be submitted with each sealed submission.

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors 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. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP 17-10 and Utility Bill Printing and Mailing Services" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of Vendors to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the proposal.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

Only the locked, fillable Excel document provided by the City with this RFP will be accepted for submittal of the Vendor's Cost/Fee Proposal. Any other form of submittal will be deemed non-responsive.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as "Active".

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors 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 RFP. During the entire procurement process, all Vendors 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 proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Vendors shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Proposal Submittal and Requirements section may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

Failure to update the information on file including address, product, service or business descriptions.

(a) Failure to perform according to contract provisions.

(b) Conviction in a court of law of any criminal offense in connection with the conduct of business.

(c) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(d) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(e) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor 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 for 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Port Orange is seeking competitive sealed proposals from Firms or Companies (Vendors) for the provision of outsourcing utility bill printing and mailing services as described herein.

BACKGROUND AND SPECIFICATIONS:

The City of Port Orange (City) currently outsources its utility bill printing and mailing service. The City downloads a database file every day, then the file is condensed to a zipped file and transmitted via FileZilla for each billing cycle to the current vendor. Two files are transmitted per week: one regular file and one late fee notice file.

The bills (statements) are to be 2-sided simplex printed. Bills (statements) are to be preprinted on an 8-1/2" x 11" form with a 3.5" perforation from the bottom of the page. The bottom 3.5" of the bill is the remit section of the bill. The bill is folded and inserted into a #10 double-window envelope; a #9 return envelope is included with the bill. Bills are mailed at the 5-digit automation rate. The City pays actual postage costs, not an averaged-per-piece rate.

The City has an average monthly billing of 30,000 plus for utility billing (four billing cycles per month). In addition, the City has an average of 2,300 late notices issued per month.

The City currently pays $0.08 for regular bills and $0.065 for late notices.

Several times a year, the city includes informational newsletters, regulatory reports, and other miscellaneous information with the utility bills. Materials are sent to all utility customers regardless of billing cycle or service address.

Confirmation of mailing utility bills and late notices must be provided to the city in an electronic copy of the statement of mailing.

Vendor shall provide the City with an electronic file in pdf format, front page only, of the bill file.

Vendor's proposal shall include the following (See Section 7 for full details regarding proposal submittal format:

- Management Summary: Provide a brief narrative indicating the underlying philosophy of the firm in providing the service;

- Approach: Describe in detail how the service will be provided. Include a description of the major task and subtasks.

- Corporate Qualifications/Experience and Capacity: Describe the experience of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement as to the firm's capacity to fulfill the terms of the proposal and/or the need for expansion to handle the service.

- Staffing: Describe the qualifications and experience of the Key personnel performing the work.

- References: Give at least three (five maximum) utility customer references for contracts for similar size and scope. Include the name of the organization, the name, email address, and telephone number of a responsible contact person.

- Additional Data: Provide any additional information that will aid in evaluation of the response.

- Sample of Billing Statement: Include a sample of the billing statement that will be utilized.

- Cost Data: Use the attached Cost Fee Proposal form to submit formal unit cost data. Pricing will include an initial one-time fee for set-up, and per unit costs for provision of the services identified in this RFP. Services to be priced are as follows:

    - Development: Total programming costs for initial set-up;
    - City Bill Format Package Base Price:
        - Statement includes – Data processing;
        - 2-sided simplex printing;
        - 8.5" x 11" white bond paper with 3.5" perforation from bottom of page;
        - #10 double window envelope (outer envelope)
        - #9 standard window (return envelope);
        - Barcode, presort, fold, insert, and deliver to Unites State Postal Service (USPS);
        - Estimate based on 30,000+ bills per month (4 billing cycles per month);
        - Four (4) cycles of delinquent notices (average 2,300+ total per month);
        - Off cycle runs of bills (small numbers);
        - Ability to add message to customer on the bill.
    - Additional Optional Items:
        - Additional impressions (inserts, newsletters, etc.);
        - Additional inserting (generic inserts);
        - National Change of Address (NCOA) address correction service; and
        - Custom programming for changes, new forms, etc.
    - Postage costs first class for domestic and international mailings;
    - Postage costs 5-digit automation, mixed AADC, or presorted rates for domestic mailing and full postage rates for international mailings.

    The Cost Fee Proposal form includes a section at the bottom which automatically adds up all unit pricing provided by the Vendor. This total amount will be used for evaluation purposes only regarding the unit costs proposed. (See sample on next page.)

COST/FEE PROPOSAL
CITY OF PORT ORANGE
RFP 17-10
UTILITY BILL PRINTING AND MAILING SERVICES

Completed "Exhibit 1" form MUST be included with Proposal Submission.
Instructions to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted cells, preferably electronically.
Proposers are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ONE-TIME INITIAL FEES FOR SET-UP

ITEM	DESCRIPTION		TOTAL COST FOR INITIAL DEVELOPMENT/SET-UP
DEVELOPMENT	TOTAL PROGRAMMING COSTS FOR INITIAL SET-UP: (identify unit cost breakdown below)		$ -
	Initial Flat Setup Fee	$ -	
	Programming Costs	$ -	
	Cost Per Hour	$ -	
	Maximum Number of Hours	0	

RECURRING FEES

ITEM	DESCRIPTION	UNIT OF MEASURE	COST PER UNIT
CITY BILL FORMAT PACKAGE BASE PRICE:	Bill (Statement) includes - Data processing; 2-Sided Simplex Printing; 8.5" x 11" white bond paper with 3.5" perforation from bottom of page; #10 double window envelope; #9 standard window (return envelope); barcode, presort, Fold, Insert, and deliver to USPS; Estimate based on 30,000 + bills per month (4 billing cycles per month); 4 Cycles of Delinquent notices (average 2,300+ total per month) Off cycle runs of bills (small numbers).	Per Bill	$ -
ADDITIONAL OPTIONAL ITEMS:	Search & View Bill - search, view, print and e-mail bill, PDF creation, storage & hosting of files for 90 days	Per Bill	$ -
	Additional Impressions (inserts, newsletters, etc.)	Per Impression	$ -
	Additional Inserting (generic inserts)	Per Insert	$ -
	National Change of Address (NCOA) - address correction service	Per Correction	$ -
	Custom programming / changes, new forms, etc.	Per Hour	
	Ability to add message to customers on the bill	Per Bill	$ -
POSTAGE COSTS FIRST CLASS:	First Class - Domestic	Per Bill Mailing	$ -
	First Class - International	Per Bill Mailing	$ -
POSTAGE COSTS IF GREATER THAN FIRST CLASS	Cost of any postage surcharge	Per Bill Mailing	$ -

EXAMPLE OF ALL COSTS PROPOSED FOR EVALUATION OF COST PROPOSAL PURPOSES ONLY:

QUANTITY / EACH	Description: Total Cost of each Item priced:	TOTAL COST
1	Development + City Bill Format Package Base Price + Search & View Bill + Additional Impression + Additional Insert + NCOA + Custom Programming + First Class - Domestic + First Class - International + Postage Surcharge	$ -

SAMPLE

CONTRACT REQUIREMENTS:

The provision of this service by the selected vendor shall be governed by a written agreement. The firm providing a proposal shall include their form of agreement (if applicable). Agreements shall conform to the following requirements:

1. The terms of payment shall comply with the Florida Prompt Payment Act, which require a 45-day payment term for operating expenses. No late penalties or interest may be assessed until after the 45-day period.

2. For multi-year contracts, the agreement shall include the following language: "The performance of the City of Port Orange and its obligation to pay under this contract is contingent upon annual appropriation by the City Council of the City of Port Orange.

3. Contract in excess of one year in length shall expire on September 30. After the initial contract term, price changes for contract renewals shall take effect on October 1, and pricing shall be effective for no less than one year. Contracts providing for a price increase shall permit the City to exit the contract immediately without payment of any penalty or liquidated damages.

   Price changes related to changes in postage rates established by the U. S. Postal Service (USPS) will be permitted during the initial term of the contract upon written request from the Vendor and written approval from the City of Port Orange in the form of an addendum to the contract.

   Requests for price changes for services other than postage rates, must be requested a minimum ninety (90) days prior to the end of the current contract term.

CONTRACT TERM:

As stated in Section 1, it is the City's intent to award to one (1) firm a basic contract to provide the necessary services required by the City.

The initial term of the contract shall be for three (3) years from October 1, 2017 through September 30, 2020, and may, by mutual written agreement between the City of Port Orange and the awardee, be extended for two (2) additional one (1) year periods subject to City Manager authority, and, if needed, for 90 days after the last day of the current contract period. The pricing for each renewal period shall be provided in the Vendor's cost proposal, If the vendor wishes to provide the option for a renewal.

[Remainder of this page left intentionally blank]

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 for a 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. (See also "Vendor")

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 offerors 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 vendors 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 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 Onvia/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 vendors 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 vendors 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. **Onvia/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 Vendors 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 employment or 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 Vendor 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 vendors requesting qualifications of the vendor 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 vendors 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 (Vendor)** is a vendor 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 (Vendor)** is a vendor 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 vendor 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 vendors 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 vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor'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.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

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 vendor. 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. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" 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 Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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. Vendors 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 this Response to a Formal Solicitation, the Vendor 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 this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor 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 Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor 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 Vendor 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 Vendor 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 the Vendor 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 the Vendor 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 the joint venture, 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 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 request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

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 Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals 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, Contract, proposal 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 to the lowest 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 office of the Owner, within the time specified

10. **BID RETURNS**

Vendors 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 Vendors 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 period 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 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 protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor 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 a Certificate Holder prior to execution of the contract.

15. **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 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.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was 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. Contractor 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. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor 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 City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor 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 Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **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 vendors, 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 vendor 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 notice 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.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor'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.

21. **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.

22. **CONTRACT**

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

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 Vendor. 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 Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor 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 Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

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 Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **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 Vendor 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 vendor in default.

Upon approval of a contract, the vendor 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, Vendor 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 Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer 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/Proposer 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.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor 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 Vendor. 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 Vendor 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.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor 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/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer 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/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **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.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the

Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor 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 Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his 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 Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors 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 Vendor 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.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors 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.

42. **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.

43. **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.

44. **GOVERNING LAW**

Vendors 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 $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **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 vendor/provider 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*.

46. **HIPAA COMPLIANCE**

The Vendor 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 Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor 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 vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor 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 Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor'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 Vendor 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**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of

subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company**.**

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor 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.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor'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. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work 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 automobiles. Additional Coverage:	Auto Liability Body Injury: $100,000 each person, $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)	Coverage- $1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. 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 Vendor offers a payment discount. The City cannot make advance payments, make

deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **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.

57. **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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor 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 Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of 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 he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

(3) Florida business shall be granted up to three percent (3%) of the available points.

(4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. 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.

63. **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. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **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.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor 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.

66. **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 Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **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.

68. **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.

69. **OTHER AGENCIES**

(a) All Vendors 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 Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal 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. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a

Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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. 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 Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal 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.

73. **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.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) 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 Pricing/Delivery Information 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 Vendor 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, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **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 cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY 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 Vendor 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.

77. **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 Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **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.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor 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 Vendors will not be able to procure a copy of their competitor's 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 vendor, or where a vendor answers questions. In other words, neither Vendors, 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 Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor 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 Vendor. 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.

82. **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.

83. **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.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

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 agent 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.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **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.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **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 Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors 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.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response 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 Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

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.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **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.

96. **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.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, 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 Vendor, 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 Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **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.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors 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 Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor 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: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, 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 2:30 p.m. on the date indicated in the Solicitation documents or as addenda 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 Responses deemed non-responsive will be returned to the Vendor 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 and name of the Vendor.

100. **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 Vendor 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 Vendor shall provide follow-up evidence that the Vendor 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 http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors 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 Vendor 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.

103. **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.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor'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.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor 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 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 Vendor 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 Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **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 Vendor 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.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where 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.

109. **USE OF SOLICITATION FORMS**

The Vendor 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 Vendor’s Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor 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.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

b. The Vendor 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 Vendor.

c. In furnishing the service or product to the City, the Vendor 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, Contract, proposal or quote.

112. **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 Vendors, 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 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)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product 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 Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

CONTRACT TERM:

As stated in Section 1, it is the City's intent to award to one (1) firm a basic contract to provide the necessary services required by the City.

The initial term of the contract shall be for three (3) years from October 1, 2017 through September 30, 2020, and may, by mutual written agreement between the City of Port Orange and the awardee, be extended for two (2) additional one (1) year periods subject to City Manager authority, and, if needed, for 90 days after the last day of the current contract period.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Vendor's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Vendors responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Management Summary: Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.

- Corporate Qualifications/Experience, Ability and Capacity: Describe the qualifications/experience and ability of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement as to the firm's capacity to fulfill the terms of the proposal and/or the need for expansion to handle the service.

  This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL:

- Staffing: Describe the qualifications and experience of the Key personnel performing the work. The descriptions shall include at a minimum:
    - The professional qualifications and experience for each person;
    - A summary of experience on projects similar to that described by this RFP; and
    - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects):

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.

- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.

- Describe any specific problems that were encountered during the project and how those problems were addressed.

- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.

- Projects for the City of Port Orange may be included in this section.

TAB D –PROJECT APPROACH AND IMPLEMENTATION SCHEDULE:

- Approach: Describe in detail how the service will be provided. Include a description of the major task and subtasks.

- Schedule: Provide a detailed schedule showing the overall duration and timeline required for the initial set-up for the services required in this RFP.

- The information presented shall be in enough detail to enable the City to ascertain the Vendor understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

TAB E – LICENSES/INSURANCE:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as “Active.”

- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

TAB F – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents 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.

- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

  This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

  This shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.

- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB G – CLIENT REFERENCES FOR SIMILAR PROJECTS:

- Provide a minimum of three (3) and a maximum of five (5) Client References **(DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES)** within the last three (3) years for the services described in this RFP.

  References must Include the following:

  1. name and type of entity,
  2. the contact name of the public officer in charge of the contract,
  3. **email address** and telephone number of the public officer in charge of the contract, and
  4. the years in which the services have been provided.

  ***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.

- Below is a sample of the verification questions that may be used:

  1. What type of services did the Vendor do for you? What was the scope of the project?
  2. Did they meet the terms of the contract?
  3. Was the project completed on time and within budget?

4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
5. Did they respond in a timely manner to calls, requests, etc.?
6. Did they provide adequate staff to take care of the needs of your company/agency?
7. Did the Vendor manage sub-consultants and/or sub-contractors?
8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
10. Overall, would you recommend this Vendor?

TAB H – COST DATA:

- Cost Fee Proposal: Use the attached Cost Fee Proposal (Microsoft Excel spreadsheet) to submit formal unit cost data in your proposal under Tab H. Only the Cost Fee Proposal form provided by the City of Port Orange in this solicitation will be accepted.

- Sample of Billing Statement: Include a sample of the billing statement that will be utilized for the provision of the services requested in this RFP.

TAB I – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Local Business Affidavit of Eligibility
- Form 9.9 Vendor Application and W-9 Form
- Bid Bond (5% of Cost/Fee Proposal)

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for WRITTEN PROPOSALS **CATEGORY SCORE**

I. QUALITICATIONS and RELATED EXPERIENCE: (Max 30 points as outlined below)

A. Company History, Qualifications, Ability, and Capacity (Key Principal) .....(10 points)

- *8-10 points – More than 5 years of related experience and able to meet City's needs*
- *4-7 points – 3 to 4 years of related experience and able to meet City's needs*
- *1-3 points – 1 to 2 years related experience and able to meet City's needs*
- *0 points – No prior related experience*

B. Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) ..... (10 points)

- *8-10 points – More than 5 years of related experience*
- *4-7 points – 3 to 4 years of related experience*
- *1-3 points – 1 to 2 years related experience*
- *0 points – No prior related experience*

C. Experience on Similar Projects..... (10 points)

- *8-10 points – 3 or more directly related projects*
- *4-7 points – 1 to 2 directly related projects*
- *1-3 points – Similar but not directly related projects*
- *0 points – No directly related or similar projects*

II. STRENGTH of PROPOSAL: APPROACH and SCHEDULE: (Max 30 points outlined below)

D. Project Approach ..... (15 points)

- *10-15 points –Proposed services are clearly detailed and includes descriptions of major tasks and subtasks involved in implementing the service.*
- *4-9 points – Proposed services are listed with minimum detail and lists major tasks and subtasks involved in implementing the service.*
- *1-3 points – Proposed services and tasks/subtasks are not detailed.*
- *0 points – Proposed services are not addressed or are difficult to understand and not organized.*

E. Implementation Schedule..... (15 points)

- *10-15 points – Implementation schedule is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines.*
- *4-9 points – Implementation schedule is generally organized and shows a capacity to carry out tasks but lacks sufficient detail.*
- *1-3 points – Implementation schedule is addressed but poorly organized.*
- *0 points – Implementation schedule is not addressed.*

III. SUPPORT DOCUMENTATION: (Max 20 points as outlined below)

F. LICENSES/INSURANCE:

1. Copies of Required Licenses, Certifications, Sunbiz Report ..... (5 points)

- *5 points – Provided copy of State of Florida business license and/or Sunbiz report, and professional licenses and certifications for each team member*
- *3-4 points – Provided only copy of Sunbiz report and professional licenses and certifications for each team member*
- *1-2 points – Provided only copy of Sunbiz report.*
- *0 points – Provided neither licenses, nor certifications for each team member.*

G. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

1. Litigation and Debarment History..... (5 points)

- *5 points – No Litigation nor Debarment history in last 5 years*
- *3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken against firm*
- *1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current active litigation and/or debarment actions*
- *0 points – Current active Litigation action and/or Debarment action in current year*

H. REFERENCES:

1. A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years ..... (5 points)

2. References were able to be contacted and verified..... (5 points)

IV. COST DATA: (Max 20 points)

I. Cost Fee Proposal (using Example of All Costs Proposed on Cost Fee Proposal Form (15 points)

- *15 points – Total cost using the example of unit costs was the lowest cost proposed.*
- *4-14 points – Total cost using the example of unit costs was 1% to 10% higher than the lowest cost proposed.*
- *1-3 points – Total cost using the example of unit costs was 11% to 20% higher than the lowest cost proposed.*
- *0 points – Total cost using the example of unit costs was more than 20% higher than the lowest cost proposed.*

J. Sample of Billing Statement Provided ..... (5 points)

- *1-5 points – Provided sample billing statement with proposal.*
- *0 points – Did not provide sample billing statement with proposal.*

Total Maximum Points (100 points)

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s). *The City reserves the right to alter dates as needed.*

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and **may** include City Council Member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;

2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.

3. Whether the provider can perform the contract within the time specified without delay or interference.

4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;

5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;

6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;

7. The quality of performance of previous contracts;

8. The number and scope of conditions attached to the bid or proposal;

9. Responsiveness of client references;

10. Net costs; and

11. Such other information as may be secured.

12. Local preference policy (if applicable)

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for ORAL PRESENTATIONS	**CATEGORY SCORE**
A. QUALIFICATIONS and RELATED EXPERIENCE: (Max 60 points outlined below)	
(1) Company History, Qualifications, Ability, and Capacity (Key Principal)	***(20 points)***
(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team)	***(20 points)***
(3) Experience with Related Scope of Work Required with this RFP	***(20 points)***
B. STRENGTH of PROPOSAL AND PRESENTATION: (Max 40 points outlined below)	
(1) Quality of Project Approach and Implementation Schedule	***(20 points)***
(2) Proposed Cost	***(20 points)***
Total Maximum Points	***(100 points)***

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

_____ Form 9.2 – Vendor's Acknowledgement Form

_____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

_____ Form 9.4 – Drug Free Preference Statement

_____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes

_____ Form 9.6 – Affidavit of Anti-Collusion Form

_____ Form 9.7 – Authorized Signatures/Negotiators

_____ Form 9.8 – Vendor Application Form

_____ Form 9.9 – Local Business Affidavit of Eligibility

_____ W-9 Form

_____ Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)

_____ Detailed Schedule for Implementation (inserted under Tab D of submitted Proposal)

_____ Bid Bond (5% of Cost/Fee Proposal)

_____ Submission of one (1) original marked "ORIGINAL", and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

_____
Authorized Signature

_____
Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, 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 Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor'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 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 RFP.

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 proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL 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
_____	_____
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
_____	_____
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

_____

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ 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 9.4 – 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer 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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[*Notary: Please select one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR 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: _____ ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange

Date: _____

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX. # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____
_____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–		–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		–							

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).

4. 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 on page 4.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 9.9 – 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 State of Florida
THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:
RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: BUSINESS NAME: _____
CONTACT PERSON/TITLE: _____
MAILING ADDRESS: _____
CITY-STATE-ZIP: _____
Length of Time at Address Provided: _____

Physical Presence of Business: □ Headquarters, □ Manufacturing Facility, or □ Locally Owned Franchise

And within Legal Boundaries: □ The City of Port Orange □ Volusia County □ The State of Florida

FEIN *(Federal Employer Identification Number)*:_____

BUISINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship
□ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____
EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.9 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS_____DAY OF_____, 20___

My Commission Expires: _____

_____

SIGNATURE OF AFFIANT DATE

_____

PRINTED NAME OF AFFIANT / TITLE

_____

COMPANY

This document must be completed and returned with your Submittal

COST/FEE PROPOSAL (TO BE INSERTED UNDER TAB H)

Below is a sample of the cost/fee proposal that must be included with a Vendor's sealed proposal under Tab H. A fillable, locked Excel document is uploaded along with this RFP document on DemandStar.com for completion by the Vendor and must be included in the Vendor's sealed proposal under Tab H – Cost Data. **Only the Cost/Fee Proposal document provided by the City will be acceptable**.

COST/FEE PROPOSAL
CITY OF PORT ORANGE
RFP 17-10
UTILITY BILL PRINTING AND MAILING SERVICES

Completed "Exhibit 1" form MUST be included with Proposal Submission.
Instructions to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted cells, preferably electronically.
Proposers are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ONE-TIME INITIAL FEES FOR SET-UP

ITEM	DESCRIPTION		TOTAL COST FOR INITIAL DEVELOPMENT/SET-UP
DEVELOPMENT	TOTAL PROGRAMMING COSTS FOR INITIAL SET-UP: (identify unit cost breakdown below)		$ -
	Initial Flat Setup Fee	$ -	
	Programming Costs	$ -	
	Cost Per Hour	$ -	
	Maximum Number of Hours	0	

RECURRING FEES

ITEM	DESCRIPTION	UNIT OF MEASURE	COST PER UNIT
CITY BILL FORMAT PACKAGE BASE PRICE:	Bill (Statement) includes - Data processing; 2-Sided Simplex Printing; 8.5" x 11" white bond paper with 3.5" perforation from bottom of page; #10 double window envelope; #9 standard window (return envelope); barcode, presort, Fold, Insert, and deliver to USPS; Estimate based on 30,000 + bills per month (4 billing cycles per month); 4 Cycles of Delinquent notices (average 2,300+ total per month) Off cycle runs of bills (small numbers).	Per Bill	$ -
ADDITIONAL OPTIONAL ITEMS:	Search & View Bill - search, view, print and e-mail bill, PDF creation, storage & hosting of files for 90 days	Per Bill	$ -
	Additional Impressions (inserts, newsletters, etc.)	Per Impression	$ -
	Additional Inserting (generic inserts)	Per Insert	$ -
	National Change of Address (NCOA) - address correction service	Per Correction	$ -
	Custom programming / changes, new forms, etc.	Per Hour	
	Ability to add message to customers on the bill	Per Bill	$ -
POSTAGE COSTS FIRST CLASS:	First Class - Domestic	Per Bill Mailing	$ -
	First Class - International	Per Bill Mailing	$ -
POSTAGE COSTS IF GREATER THAN FIRST CLASS	Cost of any postage surcharge	Per Bill Mailing	$ -

EXAMPLE OF ALL COSTS PROPOSED FOR EVALUATION OF COST PROPOSAL PURPOSES ONLY:

QUANTITY / EACH	Description: Total Cost of each Item priced:	TOTAL COST
1	Development + City Bill Format Package Base Price + Search & View Bill + Additional Impression + Additional Insert + NCOA + Custom Programming + First Class - Domestic + First Class - International + Postage Surcharge	$ -

SAMPLE

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 within 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 within 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 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 _____, A.D. 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 original bid bond and financial statement of Surety Company).*

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.: _____ *NAIC No. :* _____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

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 forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

_____
Signature of Affiant

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)

END OF BID BOND

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20__**, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ___ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, 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. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to 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.

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

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

4. *Contract Administration*. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *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.

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(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 22 of this contract concerning disputes.

6. *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.

7. *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.

8. *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.

9. *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 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

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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 Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. *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.

11. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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 $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)	Limits:	Coverage- $1,000,000 minimum	

12. *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.

13. *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.

14. *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.

15. *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

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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.

16. *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.

17. *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.

18. *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.

19. *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.

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20. *Liability for Loss or Damage*. 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.

21. *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.

22. *Disputes*. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. *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.

24. *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.**

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25. *Additional Provisions*. As may have been outlined in _____ and 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.

26. *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.

27. *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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

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.

28. *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.

29. *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]

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Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____
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:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

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Witnesses:

CITY OF PORT ORANGE

_____ By: _____

Printed Name: _____ Allen Green, Mayor

_____ Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, 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
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By: _____

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

_____ Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, 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
Printed, typed or stamped name, commission and expiration:

[CA ____]

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End of Solicitation Documents

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B7c) Bid Award of ITB #17-26 to Flair Service Inc. for A/C replacement at the YMCA

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award to Flair Service Inc., waive the bond requirements and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On May 22, 2017 bid # 17- 26 were opened for air conditioner replacement services. Five companies submitted bids and all were responsive. Air one cooling and heating from Ormond Beach submitted the lowest bid of $32,880.00, However, Flair Service Inc. from Port Orange bid submitted a bid of $33,162.00. Pursuant our local preference ordinance 2-275 Flair has agreed to meet and beat the low bid price and submitted a revised bid of $32,804.00 . The work will include replacing three units at the YMCA. Staff recommends that the contract be awarded to Flair Service Inc. for $32,804.00. Funding is available in QPC 049.

Project No.: QPC049 Funding Account No.: 106-1000-572.63-97

ATTACHMENTS:

1.	Standard Contract for Services	Flair Service Inc Standard Contract for Services with City of Port Orange.pdf
2.	17-26 Bid Tab- original	ITB 17-26 Tabulation Sheet (05-22-17).pdf
3.	Air One response	ITB 17-26 Air One Response (05-22-17).pdf
4.	Flair reponse- original	ITB 17-26 Flair Response (05-22-17).pdf
5.	Flair bid revised	ITB 17-26 Flair Revised Response Per Ordinance 2-275 (05.24.17).pdf
6.	Bid Tab Revised	ITB 17-26 Tabulation Sheet Revised Per Ordinance 2-275 Local Preference....pdf
7.	Intent to award	Intent To Award ITB 17-26 (05-31-17).pdf

8.	Invitation to Bid	ITB_#17-26_HVAC_REPLACEMENT_AT_THE_PORT_ORANGE_YMCA.pdf
9.	Addendum #1	ITB_#17-26__Addendum_No.1_(05-16-17).pdf

Susan Lovallo	Created/Initiated - 05/24/2017
Susan Lovallo	Approved - 05/24/2017
Tracey Riehm	Approved - 05/30/2017
Margaret Roberts	Approved - 06/06/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **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 **FLAIR SERVICE, INC.** ("Contractor"), a Florida corporation whose principal address is 935 Alexander Avenue, Port Orange Florida 32129. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the City of Port Orange with three (3) 10-ton HVAC units at the YMCA for the Racquetball Court unit (Unit #1), Gym SE Unit (Unit #2), and Gym NE Unit (Unit #3), as more specifically described in the scope of Invitation to Bid No. 17-26 and Contractor's revised Bid Response dated May 23, 2017, attached hereto as Exhibit "1." A complete copy of Bid No. 17-26 and the Flair Service, Inc. Bid Response is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

(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. Work shall be substantially completed within 60 calendar days from issuance of a Notice to Proceed and final completion 30 days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "1," 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 purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order issued and executed by the City. 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 prices set forth in Exhibit "1," subject to a limit up to but not to exceed Thirty-Two Thousand Eight Hundred Four and 00/100 Dollars ($32,804.00), during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to 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.

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

4. *Contract Administration*. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *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 21 of this contract concerning disputes.

6. *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.

7. *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.

8. *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.

9. *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 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 for the duration of the Contract term.

(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 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 Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

10. *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.

11. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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 $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Limits: Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)~~ ~~Limits:~~	~~Coverage- $1,000,000 minimum~~	

12. *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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *Liability for Loss or Damage*. 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.

19. *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.

20. *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 Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement 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 Agreement.

21. *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, CMC. 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.

22. *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.

23. *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.**

24. *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.

25. *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.

26. *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) 506-5850

Contractor: Flair Service, Inc.
Attention: Thomas P. McGuire, Jr., President
935 Alexander Avenue
Port Orange, Florida 32129
(386) 767-3900 – business
(386) 761-1205 – facsimile
flairaircond@aol.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.

27. *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.

28. *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:

FLAIR SERVICE, INC.

By:_____
Thomas P. McGuire, Jr., 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.

_____
Printed Name:_____

_____
Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Thomas P. McGuire, Jr., as President of Flair Service, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

"ATTACHMENT 1" ITB 17-26 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
HVAC REPLACEMENT AT THE PORT ORANGE YMCA

ITB# 17-26
Completed Attachment 1 Bid Propsal form 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.

NAME OF BUSINESS:	FLAIR SERVICE INC
CONTACT PERSON:	THOMAS MCGUIRE
EMAIL ADDRESS:	FLAIRAIRCOND@AOL.COM
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC UNIT NUMBER 1 (RACQUETBALL COURT) PER SPECIFICATIONS.	1	EA	$ 9,948.00	$ 9,948.00
2	HVAC UNIT NUMBER 2 (GYM SE) PER SPECIFICATIONS.	1	EA	$ 11,399.00	$ 11,399.00
3	HVAC UNIT NUMBER 3 (GYM NE) PER SPECIFICATIONS.	1	EA	$ 11,457.00	$ 11,457.00
				TOTAL BASE BID 1-3	$ 32,804.00

5/23/17

Per City of Port Orange Code 2-275

we would like to resubmit our bid

EXHIBIT "1"

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for the replacement of three (3) 10 ton HVAC units located at the Port Orange YMCA.

SCOPE:

YMCA HVAC Replacement 2017

Racquetball Court unit: Unit #1

Replace 10-ton unit on existing curb. Include e- coated coil. Install new electric heater and fresh air damper package required by code. Tie unit to existing electrical and ductwork and secure to existing curb. Use existing tie downs. Include any additional engineering needed. Provide warranty information on parts and labor.

Gym SE unit: Unit #2

Replace 10-ton unit with electric heat. Tie unit to existing electrical, plumbing, refrigerant lines and ductwork. Existing refrigerant lines will be flushed and new condensing unit needs to be set on new hurricane approved slab, and condenser attached to new slab with state approved hurricane tie downs. New smoke detector installed in supply duct work per code requirements. System should be evacuated and recharged to factory specification and new safety float switches installed per existing code. Please include warranty for parts and labor and any additional engineering. Finally include removal and replacement of fence enclosure around unit.

Gym NE unit: Unit #3

Replace 10-ton unit with electric heat. Tie unit to existing electrical, plumbing, refrigerant lines and ductwork. Existing refrigerant lines will be flushed and new condensing unit needs to be set on new hurricane approved slab, and condenser attached to new slab with state approved hurricane tie downs. New smoke detector installed in supply duct work per code requirements. System should be evacuated and recharged to factory specification and new safety float switches installed per existing code. Please include warranty for parts and labor and any additional engineering. Finally include removal and replacement of fence enclosure around unit.

[Remainder of this page left intentionally blank]

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-26
ITB TITLE: HVAC REPLACEMENT AT THE PORT ORANGE YMCA
OPENING DATE/TIME: May 18, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Advance Case Parts Inc. of Broward County, Florida	Air Mechanical Service Corp of Seminole County, Florida	Air One Heating & Cooling of Ormond Beach, Florida	DG Meyer of Ormond Beach, Florida
1	Form 7.1 Submittal Checklist	YES	YES	YES	YES
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	YES
3	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES	YES	YES
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	NOT INCLUDED
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	YES
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	YES
7	Form 7.7 Authorized Signatures/Negotiators	YES	YES	YES	YES
8	Form 7.8 Statement of Vendors Qualifications	YES	YES	YES	YES
9	Form 7.9 Professional References	YES	YES	YES	YES
10	Form 7.10 Listing of Subcontractors	YES	YES	YES	YES
11	Form 7.11 Vendor Application Form & W-9	YES	YES	YES	YES
12	Form 7.12 Local Business Affidavit of Eligibility	YES	YES	YES	YES
13	Certificate of Insurance	YES	YES	YES	YES
14	Attachment 1-Bid Proposal	YES	YES	NO	YES
	1 Original, 1 Digital Copy	YES	YES	YES	YES
	Deemed Responsive?	YES	YES	NO	YES, BUT PREFERENCE GOES TO THE VENDORS WHICH HAVE INCLUDED 7.4
1	**HVAC UNIT NO. 1 (RACQUETBALL COURT)**	$ 17,390.00	$ 12,800.00	DID NOT USE BID FORM	$ 12,249.00
2	**HVAC UNIT NO. 2 (GYM SE)**	$ 19,635.00	$ 15,890.00	DID NOT USE BID FORM	$ 14,397.00
3	**HVAC UNIT NO. 3 (GYM NE)**	$ 19,635.00	$ 15,890.00	DID NOT USE BID FORM	$ 14,397.00
	TOTAL BASE BID	$ 56,660.00	$ 44,580.00	$ 32,880.00	$ 41,043.00

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: O.T. Powell Buyer

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-26
ITB TITLE: HVAC REPLACEMENT AT THE PORT ORANGE YMCA
OPENING DATE/TIME: May 18, 2017 AT 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")		Flair Inc. of **Port Orange**, Florida			
1	Form 7.1 Submittal Checklist	**YES**			
2	Form 7.2 Bidder's Acknowledgment	**YES**			
3	Form 7.3 Addendum & Change Order Acknowledgment	**YES**			
4	Form 7.4 Drug Free Preference Statement	**YES**			
5	Form 7.5 Statement on Public Entity Crimes	**YES**			
6	Form 7.6 Affidavit of Anti-Collusion	**YES**			
7	Form 7.7 Authorized Signatures/Negotiators	**YES**			
8	Form 7.8 Statement of Vendors Qualifications	**YES**			
9	Form 7.9 Professional References	**YES**			
10	Form 7.10 Listing of Subcontractors	**YES**			
11	Form 7.11 Vendor Application Form & W-9	**YES**			
12	Form 7.12 Local Business Affidavit of Eligibility	**YES**			
13	Certificate of Insurance	**YES**			
14	Attachment 1-Bid Proposal	**YES**			
	1 Original, 1 Digital Copy	**YES**			
	Deemed Responsive?	**YES**			
1	**HVAC UNIT NO. 1 (RACQUETBALL COURT)**	**$ 9,998.00**			
2	**HVAC UNIT NO. 2 (GYM SE)**	**$ 11,582.00**			
3	**HVAC UNIT NO. 3 (GYM NE)**	**$ 11,582.00**			
	TOTAL BASE BID	**$ 33,162.00**			

1095 N US 1 Ormond Beach, FL 32174 | 386.679.7090
| aironeheatandcool.com | CAC1813920

'As always, please support our heroes here at home, and overseas'

May 22nd, 2017

HVAC PROPOSAL AND REPORT FOR:

Air One Heating and Cooling is pleased to submit this proposal for replacement of your HVAC system for:

City of Port Orange

Port Orange YMCA

Port Orange FL

Services included are the following for Dehumidification and Cooling of indoor pool area:

- Furnish and install (2) new YORK 10-ton single circuit straight cool split system to replace existing Trane units in the GYM
- Furnish and install (1) new York Package unit in place of existing as needed
- Disconnect and reconnect to existing electrical, ductwork, control wiring, smoke detectors and refrigerant lines as needed after flushing
- Provide new curb adapter to attach to existing curb as needed
- Furnish and install new Honeywell thermostats for new units
- Provide all labor and material needed to complete project
- Furnish and install (2) new concrete pad to accommodate new outdoor units as needed
- Provide start-up and check out of system
- Provide permit for like for like replacement
- Provide 5 year parts and 1 year labor warranty on new equipment
- Provide crane and lifting equipment as needed

Services Not included are the following:

- Engineering other than tie down details
- Heat load calculations

- Painting
- Patching or cutting of any holes

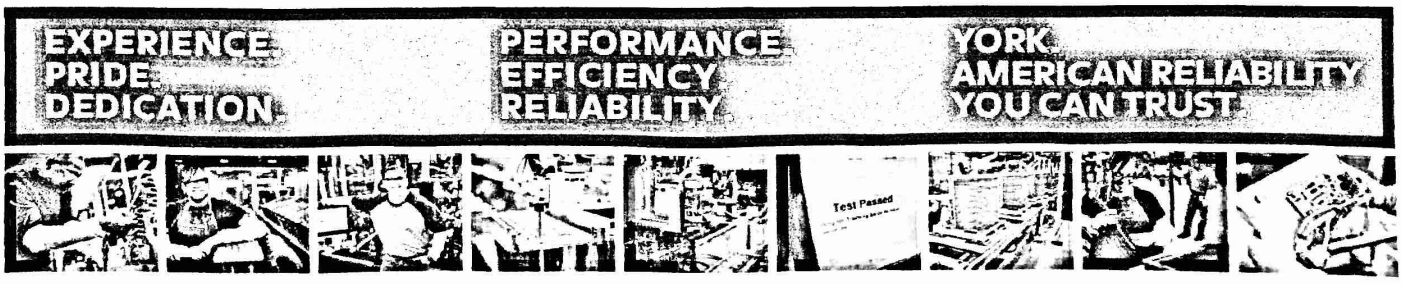
Pricing and Payment terms:

Per City Requirements

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 60 days from the date of this proposal:

Total Turnkey Pricing for Scope of Work above is:	**Price $32,880.00**

Customer Signature: _____ Date: _____



SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 – Vendor's Acknowledgement

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free/Tie Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Affidavit of Anti-Collusion

✓ Form 7.7 – Authorized Signatures/Negotiators

✓ Form 7.8– Statement of Vendor's Qualifications

✓ Form 7.9 – Professional References for Previous Experience

✓ Form 7.10 – Listing of Subcontractors

✓ Form 7.11 – Vendor Application

✓ W-9 Form

✓ Form 7.12 – Local Business Affidavit of Eligibility

_____ Attachment 1 – Bid Proposal

✓ Copy of Insurance

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: RWB Services, LLC DBA "Air One Heating & Cooling"

Name of Business

Authorized Signature

5/22/17

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, 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 Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) 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 Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / 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 Vendor interested in said ITB; and that the undersigned executed this Vendor'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 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):

Air One Heating and Cooling	1095 N. US 1 Suite 4
NAME OF BUSINESS	MAILING ADDRESS
[signature]	Ormond Beach, FL 32174
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
John Bruce, President	386.679.7090
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
81.2755628	info@aironeheatandcool.com
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of May 22nd, 2017 by John Bruce, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: [signature]
Notary Public

This document must be completed and returned with your Submittal

RACHAEL DIANNE BECKER
MY COMMISSION # GG091487
EXPIRES April 06, 2021

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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 # 17-26 Date: 5/16/17 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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

Air One Heating and Cooling
Name of Business

By: _____
Printed Name: John Bruce
Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 22 day of May, 2017, by John Bruce (NAME), as President (TITLE) of Air One Heating and Cooling (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

RACHAEL DIANNE BECKER
MY COMMISSION # GG091467
EXPIRES April 06, 2021

RACHAEL DIANNE BECKER
MY COMMISSION # GG091467
EXPIRES April 06, 2021

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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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.

Air One Heating and Cooling
Name of Business

By: _____
Printed Name: John Ponce
Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 22 day of May, 2017, by John Ponce (NAME), as President (TITLE) of Air One Heating and Cooling (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

RACHAEL DIANNE BECKER
MY COMMISSION # GG091467
EXPIRES April 06, 2021

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant John Bruce who, being by me first duly sworn, made the following statement:

1. The business address of 1095 N. US 1 Suite 4 (name of Offeror or business) is Air One Heating and Cooling.
2. My relationship to Air One Heating and Cooling (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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~ **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Air One Heating and Cooling
Name of Business

By: [signature]
Printed Name: John Bruce
Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 22 day of May, 2017 by John Bruce, as President of Air One Heating and Cooling and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

[signature]
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

RACHAEL DIANNE BECKER
MY COMMISSION # GG091467
EXPIRES April 06, 2021

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Air One Heating and Cooling

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: John Bruce

TITLE: President

ADDRESS: 1095 N. US 1 Suite 4

CITY: Ormond Beach STATE: FL ZIP CODE: 32174

TELEPHONE: 386.679.7090 FAX: _____

COMPLETION TIME: 45 days from LOI

F.E.I.N. NUMBER: 81-2755628

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
John Bruce	President	386.679.8490
Brian Milligan	Vice President	386.527.4801
Rachael Becker	Operations Manager	386.679.7677

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor.
Air One Heating and Cooling

B. Permanent main office address.
1095 N. US 1 Suite 4 Ormond Beach, FL 32174

C. Date organized.
4/28/16

D. If a corporation, where incorporated.
Volusia County, Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 1 plus years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
R&K Industries, 125k, 6/1/17; Birchwick, 50k, 8/1/17; Morton, 225k, 7/1/17

G. General character of work performed by your company.
HVAC

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?
NO

H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
— None

I. Have you ever defaulted on a contract? If so, where and why?
— NO

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. American Eagle Outlet 50K 1/17
Lake Mary Senior Center 20K 2/17 Link Village Condo 50K 5/17

K. List your major equipment currently owned or leased.
Fork Lift, 2 man Lift, 7 vehicles, sheet-metal/shop Equip.

L. Experience in work similar to this type of project.
Yes Various Projects of this style and size.

M. Background and experience of the principal members of your organization, including the officers.
President has 25 years experience in HVAC

N. Credit currently available: $ 80,000

O. Give bank reference: Wells Fargo

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Air One Heating and Cooling
Name of Business

By: _____
Printed Name: John Brue
Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 22 day of May, 2017 by John Brue, as President of Air One Heating and Cooling and who:

[Notary: Please select one]
☑ is personally known to me; or
☐ has produced _____ as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

RACHAEL DIANNE BECKER
MY COMMISSION # GG091467
EXPIRES April 06, 2021

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is 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: Morton Construction
   Contact Person: Clarence Thorton
   City, State: Sanford, FL
   Telephone Number: 407.322.0754 ext. 101
   Email Address: clarence@morton-construction.net
   Description of goods or
   Services provided: new construction / Remodel HVAC
   Contract Amount: $225k, $48k,
   Start/End Date of Contract: several
2. Company Name: edgewell
   Contact Person: Joe Roos
   City, State: Ormond Beach, FL
   Telephone Number: 386.677.9553
   Email Address: Joel.Roos@edgewell.com
   Description of goods or
   Services provided: preventative maint HVAC
   Contract Amount: ~~$32k~~, As needed
   Start/End Date of Contract: ongoing
3. Company Name: Bethune Cookman University
   Contact Person: Barry Carter
   City, State: Daytona Beach, FL
   Telephone Number: 386.846.8833
   Email Address: powers.carter@gmail.com
   Description of goods or
   Services provided: HVAC Install, maintenance), changouts
   Contract Amount: varies, ongoing
   Start/End Date of Contract: ongoing

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS (IF APPLICABLE)

The Vendor 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 Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: Bryson Crane

Description of Work: Crane

Percent of Contract Price: 5% +/-

Previous Experience Together: Yes/No Yes

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 7.11 – VENDOR APPLICATION

City of Port Orange
Vendor Application

Date: 5/22/17

City of Port Orange
Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: Air One Heating and Cooling

ADDRESS: 1095 N. US 1 Suite 4

CITY: Ormond Beach STATE: FL ZIP CODE: 32174

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 386.679.7090 FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: John Bruce

TITLE: President

FEDERAL I.D. (F.E.I.N.) #: 81-2755628

E-MAIL ADDRESS: info@aironeheatandcool.com
(Authorized Company Representative)

COMPANY STATUS:
INCOPRORATED: ☑ Y ☐ N State Incorporated: Florida Year: 2014

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☑ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: John Bruce Title: President

Commodity/Services HVAC

This document must be completed and returned with your Submittal

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RWB Services, LLC

2 Business name/disregarded entity name, if different from above
Air One Heating and Cooling

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1095 N US 1 Suite 4

Requester's name and address (optional)

6 City, state, and ZIP code
Ormond Beach, FL 32174

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
81 [ ] - 2755628

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 on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/12/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 22 DAY OF May, 2017

My Commission Expires:

5/22/17

SIGNATURE OF AFFIANT DATE

John Bruce President

PRINTED NAME OF AFFIANT / TITLE

Air One Heating and Cooling

COMPANY

NOTARY SEAL

RACHAEL DIANNE BECKER
MY COMMISSION # GG091467
EXPIRES April 06, 2021

This document must be completed and returned with your Submittal

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS 22 DAY OF May, 2017

My Commission Expires:

5/22/17

SIGNATURE OF AFFIANT DATE

John Bruce President

PRINTED NAME OF AFFIANT / TITLE

Air One Heating and Cooling

COMPANY

NOTARY SEAL

RACHAEL DIANNE BECKER
MY COMMISSION # GG091467
EXPIRES April 06, 2021

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

"ATTACHMENT 1" ITB 17-26 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
HVAC REPLACEMENT AT THE PORT ORANGE YMCA

ITB# 17-26
Completed Attachment 1 Bid Propsal form 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.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC UNIT NUMBER 1 (RACQUETBALL COURT) PER SPECIFICATIONS	1	EA	$ -	$ -
2	HVAC UNIT NUMBER 2 (GYM SE) PER SPECIFICATIONS	1	EA	$ -	$ -
3	HVAC UNIT NUMBER 3 (GYM NE) PER SPECIFICATIONS	1	EA	$ -	$ -
				TOTAL BASE BID 1-3	$ -

FOR INFORMATIONAL PURPOSES

This document must be completed and returned with your Submittal

FORM 7.12 – 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 State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: 17-26

BUSINESS NAME: Aire One Heating and Cooling

CONTACT PERSON/TITLE: John Boucek

MAILING ADDRESS: 1095 N. US 1 suite 4

CITY-STATE-ZIP: Ormond Beach, FL 32174

Length of Time at Address Provided: 1yr

Physical Presence of Business: ☑ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☑ Volusia County ☐ The State of Florida

FEIN *(Federal Employer Identification Number)*: 81-2755628

BUISINESS STRUCTURE: ☑ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386-679-7090 FAX: _____

EMAIL: INFO@aireoneheatandcool.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared John Boucek who, after being sworn according to law, stated that he or she was authorized to represent Aire One Heating and Cooling and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

Sign

RACHAEL DIANNE BECKER
MY COMMISSION # GG091467
EXPIRES April 06, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/03/2017

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: John Verkler	
Schneider & Associates Insurance of Micco	PHONE (A/C, No, Ext): (772) 664-3154	FAX (A/C, No): (772) 494-7361
7960 US Highway 1	E-MAIL ADDRESS: micco@schneider-insurance.com	
Unit 2	INSURER(S) AFFORDING COVERAGE	NAIC #
Micco FL 32976-7475	INSURER A : OHIO SECURITY INSURANCE COMPANY	24082
INSURED	INSURER B : OHIO CASUALTY INSURANCE COMPANY	24074
RWB Service LLC	INSURER C : MARKEL INSURANCE COMPANY	38970
1095 N Us Highway 1 Ste 4	INSURER D :	
	INSURER E :	
Ormond Beach FL 32174	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	BKS57414843	07/08/2016	07/08/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAS57414843	07/08/2016	07/08/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000	X	X	USO57414843	09/15/2016	07/08/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC0099612-01	08/29/2016	08/29/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

For Information Purposes Only

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SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 – Vendor's Acknowledgement

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free/Tie Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Affidavit of Anti-Collusion

✓ Form 7.7 – Authorized Signatures/Negotiators

✓ Form 7.8– Statement of Vendor's Qualifications

✓ Form 7.9 – Professional References for Previous Experience

✓ Form 7.10 – Listing of Subcontractors

✓ Form 7.11 – Vendor Application

✓ W-9 Form

✓ Form 7.12 – Local Business Affidavit of Eligibility

✓ Attachment 1 – Bid Proposal

✓ Copy of Insurance

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: FLAIR SERVICE INC
Name of Business

Authorized Signature

5/19/17
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, 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 Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) 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 Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / 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 Vendor interested in said ITB; and that the undersigned executed this Vendor'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 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):

_____

_____

FLAIR SERVICE INC	935 ALexander Ave
NAME OF BUSINESS	MAILING ADDRESS
[signature]	Port Orange, FL 32129
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
Thomas P McGuire Jr President	386-767-3900 / 386-761-1205
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
59-1269165	flairaircond@AOL.com
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of May 10, 2017 by Thomas McGuire, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

CAROLE VANDERPOOL
MY COMMISSION # FF 161525
EXPIRES: October 10, 2018
Bonded Thru Notary Public Underwriters

[signature] Notary Public

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 Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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 # ITB-17-26 Date: 5/8/17 Addendum # _____ Date: _____

Addendum # ITB-17-26 Date: 5/16/17 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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

****

FLAIR SERVICE INC
Name of Business

By: _____
Printed Name: Thomas P McGuire Jr
Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 17 day of MAY, 2017 by THOMAS MCGUIRE (NAME), as PRES. (TITLE) of FLAIR SERVICE INC. (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

CAROLE VANDERPOOL
MY COMMISSION # FF 161525
EXPIRES: October 10, 2018
Bonded Thru Notary Public Underwriters

Carole Vanderpool
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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.

FLAIR SERVICE INC
Name of Business

By: _____
Printed Name: Thomas P McGuire Jr
Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 17 day of May, 2017 by THOMAS MCGUIRE (NAME), as PRES (TITLE) of FLAIR SERVICE INC (NAME OF ORGANIZATION) and who:

[*Notary: Please select one*]

☑ is personally known to me; or

☐ has produced _____ as identification.

Connie Doorderpool
Notary Public, State of FLORIDA

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

CONNIE DOORDERPOOL
MY COMMISSION # FF 161825
EXPIRES: October 10, 2018
Bonded Thru Notary Public Underwriters

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Thomas McGuire, who, being by me first duly sworn, made the following statement:

1. The business address of FLAIR SERVICE INC 935 ALEXANDER AVE PORT ORANGE FL. (name of Offeror or business) is

2. My relationship to FLAIR SERVICE INC (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 an 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 vendor list. The name of the convicted person or affiliate is NONE. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

FLAIR SERVICE INC
Name of Business

By: Thomas P. McGuire Jr
Printed Name: Thomas P McGuire Jr
Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 17 day of MAY, 2017 by THOMAS MCGUIRE, as PRES of FLAIR SERVICE, INC and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

Carole Vanderpool
Notary Public, State of FLORIDA

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

CAROLE VANDERPOOL
MY COMMISSION # FF 18
EXPIRES: October 10,
Bonded Thru Notary Public U

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: FLAIR SERVICE INC

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Thomas P McGuire Jr

TITLE: President

ADDRESS: 935 Alexander Ave

CITY: Port Orange STATE: FL ZIP CODE: 32129

TELEPHONE: 386-767-3500 FAX: 386-761-1205

COMPLETION TIME: 5-10-17

F.E.I.N. NUMBER: 59-1269165

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
Thomas P McGuire Jr	President	386-767-3500
Ronald MARTIN	Vice President	386-767-3500
Terence Soppet	Secretary	386-767-3900

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor. FLAIR SERVICE INC

B. Permanent main office address. 935 Alexander Ave Port Orange, FL 32129

C. Date organized. 8/29/1968

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 50 Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) NO Current Long Term CONTRACTS

G. General character of work performed by your company. Air Conditioning, Heating, Commercial Refrigeration

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? NO

H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. NONE

I. Have you ever defaulted on a contract? If so, where and why? NO

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. SEE ATTACHED LIST

K. List your major equipment currently owned or leased. Company Vehicles, Service Equipment

L. Experience in work similar to this type of project. Yes City of Ormond Beach, County of Volusia

M. Background and experience of the principal members of your organization, including the officers. 50 years of servicing & installing residential and commercial A/C

N. Credit currently available: $ 50,000

O. Give bank reference: Sun Trust

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? IF Required

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

FLAIR SERVICE INC
Name of Business

By: Thomas P McGuire Jr
Printed Name: Thomas P McGuire Jr
Title: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me this 17 day of May, 2017, by Thomas McGuire, as Pres. of FLAIR SERVICE INC and who:

[Notary: Please select one]
☑ is personally known to me; or
☐ has produced _____ as identification.

Carole Vanderpool
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

CAROLE VANDERPOOL
MY COMMISSION # FF 161525
EXPIRES: October 10, 2018
Bonded Thru Notary Public Underwriters

This document must be completed and returned with your Submittal

FLAIR
AIR CONDITIONING • HEATING
Serving Volusia & Flagler Since 1967
www.flairairconditioning.com

VOLUSIA: (386) 767-3900
FLAGLER: (386) 439-0517
FAX: (386) 761-1205

STATE CERT: CAC012263
STATE CERT: CAC042652

Recent Project Completed

Project	Cost	Completed
Epiphany Church	13,143	January 2017
Volusia County Fleet Maintenance	10,275	February 2017
City of Daytona Beach Waste Water Plant	8,200	March 2017
City of Ormond Beach Casements	21,300	April 2017
Volusia County Community Assistance	8,990	May 2017

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is 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: Volusia County
   Contact Person: Greg Padgett
   City, State: County of Volusia, Florida
   Telephone Number: 386- 547- 3565
   Email Address: gpadgett@ Volusia.org
   Description of goods or
   Services provided: Air Conditioning Service and Installation, Ice machines service and installation
   Contract Amount: MASTER AGREEMENT FOR HVAC, Ice machines, and Sheet METAL service and INSTALL
   Start/End Date of Contract: 2/1/2016 — 1/31/2019

2. Company Name: City of Ormond Beach
   Contact Person: Jim Fogg
   City, State: Ormond Beach, FLorida
   Telephone Number: 386- 316- 9773
   Email Address: Jim.Fogg@ormondbeach.org
   Description of goods or
   Services provided: HVAC and Commercial Refrigeration service and install
   Contract Amount: City of Ormond Beach Contract RFP# 2015-06
   Start/End Date of Contract: 12/18/2014 — 12/2017

3. Company Name: City of Daytona Beach
   Contact Person: ERIC Miller
   City, State: Daytona Beach, FLorida
   Telephone Number: 386- 405- 2633
   Email Address: Millere@codb.us
   Description of goods or
   Services provided: HVAC, Commercial Refrigeration service and install
   Contract Amount: As Requested per City of Daytona Beach $8200
   Start/End Date of Contract: Last contract Feb 2017- MARCH 2017

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS (IF APPLICABLE)

The Vendor 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 Vendor shall not substitute subcontractors without approval from the Engineer. Vendor 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 7.11 – VENDOR APPLICATION

City of Port Orange
Vendor Application

Date: 5/15/2017

City of Port Orange
Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: FLAIR SERVICE INC

ADDRESS: 935 ALexander Ave

CITY: Port Orange STATE: FL ZIP CODE: 32129

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: [signature]

PRINTED NAME: Thomas P McGuire Jr

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 59-1269165

E-MAIL ADDRESS: flairaircond@AOL.com

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Florida Year: 1968

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: Thomas P McGuire Jr Title: President

Commodity/Services Air Conditioning, Heating, Commercial Refrigeration Ventilation

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
FLAIR SERVICE, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)
935 ALEXANDER AVE

Requester's name and address (optional)

City, state, and ZIP code
PORT ORANGE, FL 32129

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
___ - ___ - ____

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
59 - 1269165

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).
4. 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 on page 4.

Sign Here | Signature of U.S. person Carole Deadwyler | Date 5-15-2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

FORM 7.12 – 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 State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: ITB # 17-26

BUSINESS NAME: FLAIR SERVICE

CONTACT PERSON/TITLE: Thomas P McGuire Jr

MAILING ADDRESS: 935 Alexander Ave

CITY-STATE-ZIP: Port Orange, FL 32129

Length of Time at Address Provided: 8/87.

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☒ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN *(Federal Employer Identification Number)*: 59-1269165

BUISINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386-767-3500 FAX: 386-761-1205

EMAIL: flairair conda AOL. com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

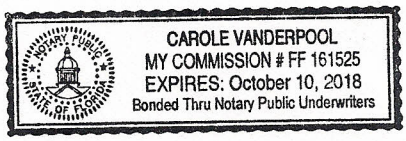
Carole Vanderpool

SIGNATURE OF NOTARY PUBLIC

THIS 17 DAY OF May, 2017

My Commission Expires: 10/10/2018

NOTARY SEAL



5/17/17

SIGNATURE OF AFFIANT DATE

Thomas P McGuire Jr Pres

PRINTED NAME OF AFFIANT / TITLE

FLAIR SERVICE INC

COMPANY

This document must be completed and returned with your Submittal

E

2017 City of Port Orange Business Tax Receipt

FLAIR INC
935 ALEXANDER AVE

PORT ORANGE FL 32129

ISSUE DATE: **July 29, 2016**

EXPIRATION DATE: **September 30, 2017**

OWNER NAME: SOPPET TERENCE C
BUSINESS ADDRESS: 935 ALEXANDER AVE

BUSINESS TAX NUMBER: 17-00000161
CLASSIFICATION: CONTRACTOR-HEATING & A/C COMMERCIAL
COMMENTS:
STATE LICENSE NUMBER: CAC012263 08/31/16
(If Applicable)

TOTAL PAID: $50.00

RESTRICTIONS:

THIS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July **as a courtesy reminder** to allow time for processing payments, printing, and mailing renewed Receipts. **It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.**

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional $250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to $250.00.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2017

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 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 Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com
INSURED Flair Inc & Flair Service, Inc 935 Alexander Ave Port Orange FL 32129-3449	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Southern Owners 10190 INSURER B : Auto-Owners Ins Co 18988 INSURER C : Bridgefield Employers 10701 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL1711716601 **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		72080063	2/15/2017	2/15/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired & Non-Owned Auto	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X		4908006302	2/15/2017	2/15/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 5,000			4908006301	2/15/2017	2/15/2018	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0830-49596	1/1/2017	1/1/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured for Liability Only with respects to operations of the Named Insured. Notice of Cancellation will be 30 days except with respect to Non-Payment Cancellation which will be 10 days.

CERTIFICATE HOLDER

7565290@myfaxserver.net

City of Port Orange Bldg Dept
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

John Hosey/ATHOMP

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"ATTACHMENT 1" ITB 17-26 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
HVAC REPLACEMENT AT THE PORT ORANGE YMCA

ITB# 17-26

Completed Attachment 1 Bid Propsal form 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.

NAME OF BUSINESS:	**Flair Service Inc**
CONTACT PERSON:	**Thomas McGuire**
EMAIL ADDRESS:	**flairaircond@aol.com**
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC UNIT NUMBER 1 (RACQUETBALL COURT) PER SPECIFICATIONS.	1	EA	$ 9,998.00	$ 9,998.00
2	HVAC UNIT NUMBER 2 (GYM SE) PER SPECIFICATIONS.	1	EA	$ 11,582.00	$ 11,582.00
3	HVAC UNIT NUMBER 3 (GYM NE) PER SPECIFICATIONS.	1	EA	$ 11,582.00	$ 11,582.00
				TOTAL BASE BID 1-3	$ 33,162.00

"ATTACHMENT 1" ITB 17-26 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
HVAC REPLACEMENT AT THE PORT ORANGE YMCA

ITB# 17-26
Completed Attachment 1 Bid Propsal form 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.

NAME OF BUSINESS:	FLAIR SERVICE INC
CONTACT PERSON:	THOMAS MCGUIRE
EMAIL ADDRESS:	FLAIRAIRCOND@AOL.COM
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC UNIT NUMBER 1 (RACQUETBALL COURT) PER SPECIFICATIONS.	1	EA	$ 9,948.00	$ 9,948.00
2	HVAC UNIT NUMBER 2 (GYM SE) PER SPECIFICATIONS.	1	EA	$ 11,399.00	$ 11,399.00
3	HVAC UNIT NUMBER 3 (GYM NE) PER SPECIFICATIONS.	1	EA	$ 11,457.00	$ 11,457.00
				TOTAL BASE BID 1-3	$ 32,804.00

5/23/17

Per City of Port Orange Code 2-275

We would like to resubmit our bid

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQURES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-26
ITB TITLE: HVAC REPLACEMENT AT THE PORT ORANGE YMCA
OPENING DATE/TIME: May 18, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Advance Case Parts Inc. of Broward County, Florida	Air Mechanical Service Corp of Seminole County, Florida	Air One Heating & Cooling of Ormond Beach, Florida	DG Meyer of Ormond Beach, Florida
1	Form 7.1 Submittal Checklist	YES	YES	YES	YES
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	YES
3	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES	YES	YES
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	NOT INCLUDED
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	YES
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	YES
7	Form 7.7 Authorized Signatures/Negotiators	YES	YES	YES	YES
8	Form 7.8 Statement of Vendors Qualifications	YES	YES	YES	YES
9	Form 7.9 Professional References	YES	YES	YES	YES
10	Form 7.10 Listing of Subcontractors	YES	YES	YES	YES
11	Form 7.11 Vendor Application Form & W-9	YES	YES	YES	YES
12	Form 7.12 Local Business Affidavit of Eligibility	YES	YES	YES	YES
13	Certificate of Insurance	YES	YES	YES	YES
14	Attachment 1-Bid Proposal	YES	YES	NO	YES
	1 Original, 1 Digital Copy	YES	YES	YES	YES
	Deemed Responsive?	YES	YES	YES	YES
1	**HVAC UNIT NO. 1 (RACQUETBALL COURT)**	**$ 17,390.00**	**$ 12,800.00**	DID NOT USE BID FORM	**$ 12,249.00**
2	**HVAC UNIT NO. 2 (GYM SE)**	**$ 19,635.00**	**$ 15,890.00**	DID NOT USE BID FORM	**$ 14,397.00**
3	**HVAC UNIT NO. 3 (GYM NE)**	**$ 19,635.00**	**$ 15,890.00**	DID NOT USE BID FORM	**$ 14,397.00**
	TOTAL BASE BID	**$ 56,660.00**	**$ 44,580.00**	**$ 32,880.00**	**$ 41,043.00**

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: O.T. Powell Buyer

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQURES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-26
ITB TITLE: HVAC REPLACEMENT AT THE PORT ORANGE YMCA
OPENING DATE/TIME: May 18, 2017 AT 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")		Flair Inc. of **Port Orange**, Florida			
1	Form 7.1 Submittal Checklist	**YES**			
2	Form 7.2 Bidder's Acknowledgment	**YES**			
3	Form 7.3 Addendum & Change Order Acknowledgment	**YES**			
4	Form 7.4 Drug Free Preference Statement	**YES**			
5	Form 7.5 Statement on Public Entity Crimes	**YES**			
6	Form 7.6 Affidavit of Anti-Collusion	**YES**			
7	Form 7.7 Authorized Signatures/Negotiators	**YES**			
8	Form 7.8 Statement of Vendors Qualifications	**YES**			
9	Form 7.9 Professional References	**YES**			
10	Form 7.10 Listing of Subcontractors	**YES**			
11	Form 7.11 Vendor Application Form & W-9	**YES**			
12	Form 7.12 Local Business Affidavit of Eligibility	**YES**			
13	Certificate of Insurance	**YES**			
14	Attachment 1-Bid Proposal	**YES**			
	1 Original, 1 Digital Copy	**YES**			
	Deemed Responsive?	**YES**			
1	**HVAC UNIT NO. 1 (RACQUETBALL COURT)**	**$ 9,948.00**			
2	**HVAC UNIT NO. 2 (GYM SE)**	**$ 11,399.00**			
3	**HVAC UNIT NO. 3 (GYM NE)**	**$ 11,457.00**			
	TOTAL BASE BID	**$ 32,804.00**			

INTENT TO AWARD

ITB #17-26

HVAC REPLACEMENT AT THE PORT ORANGE YMCA

May 31, 2017

On May 22, 2017 Purchasing received five (5) bid proposal submittals for ITB #17-26 HVAC Replacement at the YMCA. After review of the proposals submitted, City staff has made its recommendation to award to Flair Inc. of Port Orange, Florida. Per City Ordinance 2-275 Local Purchasing Preference. Flair Service Inc. original bid was within 8 percent of the lowest responsive bid. Flair Inc. resubmitted on 5-23-17 time stamped by the City Clerk at 12:39 P.M. This falls within the time frame allotted according to local ordinance 2-275. Flair's Service Inc. best and final submittal was the lowest most responsive bid.
Recommendation to the award will be presented for City Council approval on June 20, 2017.

David Battaglia
Purchasing Agent

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

HVAC REPLACEMENT AT THE PORT ORANGE YMCA

ITB #17-26

City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: APRIL 24, 2017

Bid Due Date and Time: MAY 22, 2017 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers

ITB #17-26 HVAC REPLACEMENT AT THE PORT ORANGE YMCA

Notice is hereby given that the City of Port Orange is soliciting bids for the HVAC REPLACEMENT AT THE PORT ORANGE YMCA. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on MAY 22, 2017** 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 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at 10:00 A.M. (local time) on **May 8, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for the replacement of three (3) 10 ton HVAC units located at the Port Orange YMCA.*

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 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia Dbattaglia@portorange.org and reference "Questions on ITB #17-26 HVAC REPLACEMENT AT THE PORT ORANGE YMCA" in the subject line. Last day for questions will be **MAY 15, 2017 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **ITB #17-26 HVAC REPLACEMENT AT THE PORT ORANGE YMCA.**

David Battaglia Purchasing Agent
Legal Ad - One Time – April 24, 2017

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 #17-26**

BID TITLE: **HVAC REPLACEMENT AT THE PORT ORANGE YMCA**

DUE DATE/TIME: **May 22, 2017 at 2:30 P.M.**

SUBMITTED BY: _____

(Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of replacing three (3) 10 ton HVAC units located at the Port Orange YMCA as described herein.

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 if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: .....April 24, 2017
Non-Mandatory Pre-Bid Conference ..... May 8, 2017 at 10:00 A.M.
Deadline for Questions: .....May 15, 2017 by 5:00 P.M.
Final Addendum Posting: .....May 19, 2017 by 5:00 P.M.
Bids Due: .....MAY 22, 2017 by 2:30 P.M.
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: David Battaglia Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 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 Vendors 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 Vendor
d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure 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.

Vendors 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. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP 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.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project 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 Vendors are strongly encouraged to attend because the Pre-Bid Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on **ITB #17-26 HVAC REPLACEMENT AT THE PORT ORANGE YMCA**" 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:

David Battaglia
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
Dbattaglia@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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. Vendors 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. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement 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 Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor'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. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors 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. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors 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 Vendors 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 Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are 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 price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor 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 Vendors. 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. Vendors 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 ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the 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. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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 Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section 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 VENDOR(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 conduct of business.

(d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor 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 for 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed bids for the replacement of three (3) 10 ton HVAC units located at the Port Orange YMCA.

SCOPE:

YMCA HVAC Replacement 2017

Racquetball Court unit: Unit #1

Replace 10-ton unit on existing curb. Include e- coated coil. Install new electric heater and fresh air damper package required by code. Tie unit to existing electrical and ductwork and secure to existing curb. Use existing tie downs. Include any additional engineering needed. Provide warranty information on parts and labor.

Gym SE unit: Unit #2

Replace 10-ton unit with electric heat. Tie unit to existing electrical, plumbing, refrigerant lines and ductwork. Existing refrigerant lines will be flushed and new condensing unit needs to be set on new hurricane approved slab, and condenser attached to new slab with state approved hurricane tie downs. New smoke detector installed in supply duct work per code requirements. System should be evacuated and recharged to factory specification and new safety float switches installed per existing code. Please include warranty for parts and labor and any additional engineering. Finally include removal and replacement of fence enclosure around unit.

Gym NE unit: Unit #3

Replace 10-ton unit with electric heat. Tie unit to existing electrical, plumbing, refrigerant lines and ductwork. Existing refrigerant lines will be flushed and new condensing unit needs to be set on new hurricane approved slab, and condenser attached to new slab with state approved hurricane tie downs. New smoke detector installed in supply duct work per code requirements. System should be evacuated and recharged to factory specification and new safety float switches installed per existing code. Please include warranty for parts and labor and any additional engineering. Finally include removal and replacement of fence enclosure around unit.

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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 for a 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. (See also "Vendor")

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 offerors 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 vendors 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 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 Onvia/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 vendors 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 vendors 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. **Onvia/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 Vendors 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 employment or 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 Vendor 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 vendors requesting qualifications of the vendor 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 vendors 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 (Vendor)** is a vendor 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 (Vendor)** is a vendor 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 vendor 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 vendors 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 vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor'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.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

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 vendor. 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. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" 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 Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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. Vendors 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 this Response to a Formal Solicitation, the Vendor 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 this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor 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 Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor 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 Vendor 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 Vendor 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 the Vendor 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 the Vendor 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 the joint venture, 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 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 request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

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 Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals 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, Contract, proposal 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 to the Lowest 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 office of the Owner, within the time specified

10. **BID RETURNS**

Vendors 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 Vendors 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 period 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 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 protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor 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 a Certificate Holder prior to execution of the contract.

15. **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 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.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was 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. Contractor 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. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor 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 City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor 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 Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **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 vendors, 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 vendor 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 notice 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.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor'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.

21. **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.

22. **CONTRACT**

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

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 Vendor. 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 Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor 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 Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

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 Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **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 Vendor 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 vendor in default.

Upon approval of a contract, the vendor 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, Vendor 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 Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer 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/Proposer 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.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor 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 Vendor. 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 Vendor 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.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor 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/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer 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/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **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.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the

Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor 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 Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his 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 Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors 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 Vendor 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.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors 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.

42. **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.

43. **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.

44. **GOVERNING LAW**

Vendors 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 $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **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 vendor/provider 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*.

46. **HIPAA COMPLIANCE**

The Vendor 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 Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor 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 vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor 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 Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor'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 Vendor 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**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of

subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company**.**

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor 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.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor'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. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work 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 automobiles. Additional Coverage:	Auto Liability Body Injury: $100,000 each person, $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)	Coverage- $1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. 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 Vendor offers a payment discount. The City cannot make advance payments, make

deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **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.

57. **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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor 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 Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of 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 he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

(3) Florida business shall be granted up to three percent (3%) of the available points.

(4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. 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.

63. **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. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **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.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor 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.

66. **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 Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **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.

68. **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.

69. **OTHER AGENCIES**

(a) All Vendors 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 Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal 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. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a

Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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. 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 Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal 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.

73. **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.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) 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 Pricing/Delivery Information 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 Vendor 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, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **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 cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY 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 Vendor 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.

77. **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 Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **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.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor 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 Vendors will not be able to procure a copy of their competitor's 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 vendor, or where a vendor answers questions. In other words, neither Vendors, 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 Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor 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 Vendor. 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.

82. **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.

83. **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.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

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 agent 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.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **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.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **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 Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors 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.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response 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 Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

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.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **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.

96. **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.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, 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 Vendor, 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 Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **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.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors 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 Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor 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: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, 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 2:30 p.m. on the date indicated in the Solicitation documents or as addenda 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 Responses deemed non-responsive will be returned to the Vendor 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 and name of the Vendor.

100. **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 Vendor 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 Vendor shall provide follow-up evidence that the Vendor 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 http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors 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 Vendor 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.

103. **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.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor'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.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor 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 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 Vendor 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 Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **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 Vendor 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.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where 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.

109. **USE OF SOLICITATION FORMS**

The Vendor 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 Vendor’s Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor 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.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

b. The Vendor 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 Vendor.

c. In furnishing the service or product to the City, the Vendor 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, Contract, proposal or quote.

112. **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 Vendors, 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 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)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product 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 Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

AWARD: Award will be made to the lowest, responsive, responsible bidder.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed in the form of a purchase order issuance. Substantial Completion will be 60 days and Final Completion will be 30 days more.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Vendor's Acknowledgement

_____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 7.4 – Drug Free/Tie Preference Statement

_____ Form 7.5 – Public Entity Crimes Statement

_____ Form 7.6 – Affidavit of Anti-Collusion

_____ Form 7.7 – Authorized Signatures/Negotiators

_____ Form 7.8– Statement of Vendor's Qualifications

_____ Form 7.9 – Professional References for Previous Experience

_____ Form 7.10 – Listing of Subcontractors

_____ Form 7.11 – Vendor Application

_____ W-9 Form

_____ Form 7.12 – Local Business Affidavit of Eligibility

_____ Attachment 1 – Bid Proposal

_____ Copy of Insurance

_____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or 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 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, 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 Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) 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 Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / 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 Vendor interested in said ITB; and that the undersigned executed this Vendor'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 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
_____	_____
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
_____	_____
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

_____

Notary Public

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 Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer 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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[*Notary: Please select one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS 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: _____ ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor.

B. Permanent main office address.

C. Date organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment currently owned or leased.

L. Experience in work similar to this type of project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit currently available: $_____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[Notary: Please select one]
□ 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 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is 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 or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

2. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

3. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS (IF APPLICABLE)

The Vendor 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 Vendor shall not substitute subcontractors without approval from the Engineer. Vendor 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 7.11 – VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) #

E-MAIL ADDRESS: _____
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated:_____ Year:_____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title:_____

Commodity/Services _____
_____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9** (Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–		–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		–							

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).

4. 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 on page 4.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

FORM 7.12 – 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 State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: ___

MAILING ADDRESS: _____

CITY-STATE-ZIP: ____

Length of Time at Address Provided: _____

Physical Presence of Business: □ Headquarters, □ Manufacturing Facility, or □ Locally Owned Franchise

And within Legal Boundaries: □ The City of Port Orange □ Volusia County □ The State of Florida

FEIN *(Federal Employer Identification Number)*:_____

BUISINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship

□ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL
SIGNATURE OF NOTARY PUBLIC
THIS_____DAY OF_____, 20___
My Commission Expires: _____

_____
SIGNATURE OF AFFIANT DATE

_____
PRINTED NAME OF AFFIANT / TITLE

_____
COMPANY

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

"ATTACHMENT 1" ITB 17-26 SCHEDULE OF UNIT PRICING BID FORM

CITY OF PORT ORANGE
HVAC REPLACEMENT AT THE PORT ORANGE YMCA

ITB# 17-26

Completed Attachment 1 Bid Propsal form 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.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST INSTALLED	EXTENDED COST
1	HVAC UNIT NUMBER 1 (RACQUETBALL COURT) PER SPECIFICATIONS	1	EA	$ -	$ -
2	HVAC UNIT NUMBER 2 (GYM SE) PER SPECIFICATIONS	1	EA	$ -	$ -
3	HVAC UNIT NUMBER 3 (GYM NE) PER SPECIFICATIONS	1	EA	$ -	$ -
				TOTAL BASE BID 1-3	$ -

FOR INFORMATIONAL PURPOSES

This document must be completed and returned with your Submittal

CITY OF PORT ORANGE
STANDARD CONTRACT FOR GOODS/SERVICES

SAMPLE

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20__**, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ___ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, 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. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following*: Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to 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.

3. *Contract Documents*. The following forms, attached as Exhibit "__," 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 _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *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;

SAMPLE

(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 22 of this contract concerning disputes.

6. *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.

7. *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.

8. *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.

9. *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 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.

SAMPLE

(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 Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. *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.

11. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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.

SAMPLE

Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract 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 (Errors & Omissions)	Limits:	Coverage- $1,000,000 minimum	

12. *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.

13. *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.

14. *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 2-272 (Alterations or modifications of contracts), 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.

SAMPLE

(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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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

SAMPLE

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.

20. *Liability for Loss or Damage*. 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.

21. *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.

22. *Disputes*. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. *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

SAMPLE

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.

24. *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.**

25. *Additional Provisions*. As may have been outlined in _____ and 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.

26. *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.

27. *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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

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.

28. *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

SAMPLE

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.

29. *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]

SAMPLE

Witnesses:

_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____
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.

_____
Printed Name:_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

SAMPLE

Witnesses:

CITY OF PORT ORANGE

_____ By: _____
Printed Name: _____ Allen Green, Mayor

_____ Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, 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
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

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

_____ Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, 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
Printed, typed or stamped name, commission and expiration:

[CA ___]

SAMPLE



End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. #1
May 16, 2017

ITB #17-26
HVAC REPLACEMENT AT THE PORT ORANGE YMCA

To All Bidders:

The following changes, clarifications, and additions are hereby made part of the bidding and specifications for the above-referenced project dated April 24, 2017 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 the bidder to confirm that all addenda have been received prior to submitting a bid and acknowledge such in the bid documents.

1. Can there be a site visit?
   Answer: Yes

2. On units 2-3 are we just replacing the condenser unit?
   Answer: No, were replacing the entire system.

3. What is your time limit on getting everything done?
   Answer: 60 days substantial and final 30 days thereafter. The total is 90 days from notice to proceed.

4. By signing in here, do we get the addendums?
   Answer: Yes, they will be posted to demandstar and, we can e-mail them to you too if you wish.

5. Are you specifying any equipment types or brand name?
   Answer: No.

6. What's the facility occupation going to be like?
   Answer: It will remain open.

7. Will it require night work?
   Answer: Not unless you need to shut the power or water off. In this case, it may require night time or weekend work.

8. Do we have to provide temporary cooling?
   Answer it depends on the scenario. You should not have to.

9. Is there fire alarm monitoring or are there alarm systems hooked up?
   Answer: There are alarm systems but no energy management.

10. Any modifications required to the roof?
    Answer: No repairs or modification to the roof. The same footprint basically.

In all other respects, except as specifically stated herein, the subject ITB #17-26 remains unchanged.

END OF ADDENDUM NO. #1

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B7d) Bid Award of ITB #17-12 to Alford Timber, Inc. for Timber Harvesting

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION:

Move to approve contract award for ITN #17-12 - Timber Harvest to Alford Timber, Inc., for a term of 1 year with the option to renew for two additional one year periods at the rate listed above and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: The Utilities Department requests City Council approve awarding ITN #17-12 Timber Harvest to Alford Timber, Inc., 3816 Reid Street, Palatka, FL 32177 for a term of 1 year with the option to renew for two additional one year periods at a rate of:

$10.16 per ton Mulch
$10.16 per ton Pine
$16.00 per ton Pine Chip and Saw $16.00 per ton Pine Saw Timber

Harvesting timber is a method of management for forested properties. The Shunz Road property needs to be thinned to ensure proper land management in accordance with state and federal permits for the mitigation banks.

This bid is to sell and have harvested timber on approximately 466 acres in 5 designated sections of the property. Approximately 94% of the timber harvested will be pine pulpwood with a minimum diameter of 4" and top diameter of 3". Each tree to be harvested has been clearly marked by the City forester.

ITN #17-12 was released for bid April 2, 2017. Three contractors provided bids:

-Alford Timber Inc., Palatka, FL
-Cremer Wood Inc., Palatka, FL
-Gator Timber & Land LLC, Bostwick, FL

Alford Timber Inc. provided the best, most responsive bid. This bid will provide approximately $100,000 in revenue.

Project No.: none Funding Account No.: 420 0000 343 7100

ATTACHMENTS:

1.	Standard Contract for Services	Alford Timber Inc Standard Contract for

		Services.pdf
2.	ITB 17-12 Intent to Award	Intent To Award RFP 17-10.pdf
3.	ITB 17- 12 Alford Timber Inc. Bid Submission	ITB 17-12 ALFORD TIMBER RESPONSE (5.5.17).pdf
4.	ITB 17-12 Alforida Timber Inc - Addm No 1 Response	-ITB 17-12 ALFORD TIMBER Addendum No.pdf
5.	ITB 17-12 Bid Tab	ITB 17-12 Tabulation Sheet (05.05.17) Timber Harvesting.pdf
6.	ITB 14-20 Timber Harvesting Orginial Bid Doc	-ITB 17-12 Timber Harvesting Org Bid Doc.pdf
7.	ITB 17-12 Harvesting Comparsion	ITB 17-12 Timber Harvesting Comparison.pdf
8.	ITB 17-12 Sign in	Sign in Sheet.pdf
9.	Vendor Information, W9 & COI	Vendor Packet, W9, and COI.pdf

Julia Wiggins	Created/Initiated - 05/23/2017
Julia Wiggins	Approved - 05/23/2017
Rick Wilson	Approved - 05/23/2017
Lynn Stevens	Approved - 05/31/2017
Linda Johnson	Approved - 05/31/2017
Kenny Ho	Approved - 05/31/2017
Tracey Riehm	Approved - 06/05/2017
Margaret Roberts	Approved - 06/06/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

CITY OF PORT ORANGE
TIMBER HARVESTING AND SALE AGREEMENT

This Timber Harvesting and Sale Agreement ("Contract") is entered into this ___ day of _____, **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 **ALFORD TIMBER, INC.**, a Florida corporation whose principal address is 3816 Reid Street, Palatka, Florida 32177 ("Purchaser"). The City and Purchaser are collectively referred to herein as the "Parties." The Parties in exchange for the mutual covenants herein and in the Contract, agree as follows:

1. Pursuant to City of Port Orange Timber Harvesting Invitation to BID Number 17-12 ("ITB 17-12"), of which, a complete copy is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, the City agrees to sell to the Purchaser, under the terms and conditions hereinafter stated, certain timber located on, or growing on certain real estate approximately 466 acres off Shunz Road known as the Wellfields, Port Orange, Volusia County, Florida, and as more specifically described in the scope for ITB 17-12, attached hereto and made part hereof as Exhibit "1." The Purchaser shall thin the forested portions of the property, not total clearing. Only those trees in the areas designated by the City shall be cut and removed. No cypress or hardwood are included in this sale. The Purchaser shall submit payment directly to the Contract Administrator, not less than monthly, for all timber cut during the term(s) of this Agreement at the following rates:

Dollars per ton, (a ton weighing 2,000 lbs.), for the following:
Pine Mulch $10.16 per ton
Pine Pulpwood $10.16 per ton
Pine Chip and Saw $16.00 per ton
Pine Saw Timber $16.00 per ton

2. This Contract shall be effective on the last date the Contract is signed by the Parties. Work shall commence upon issuance of a written Notice to Proceed, issued and executed by the City, for a term of twelve (12) months (the "Initial Term"). Upon mutual written agreement of the Parties, this Contract may be renewed at the end of the Initial Term, for two (2) additional one-year terms. To prevent damage to the residual stand, harvesting may be suspended under wet conditions. Upon the Purchaser's request, wet weather harvesting extensions may be granted by the City with a written wet weather harvesting authorization. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. For the sale of timber and for accountability, the Purchaser agrees to utilize a sequentially numbered, three part, load ticket security system with a lock box. The City Forester, Steve Edgar, shall supply the lock box. The Public Utilities Director, Lynn Stevens ("Contract Administrator"), shall perform contract administration of this Contract.

4. Prior to the commencement of any performance of this Contract, Purchaser shall provide the City with color copies of a driver's license or photo identification of every person permitted onto the property described above in relation to the performance of this Contract. A gate card shall be issued to each driver and to the crew Forman, not to exceed 9 gate cards. The gate cards shall be returned at the end of the Contract term(s). A fee of $100 shall be imposed for replacement of missing/lost cards.

5. Purchaser shall be responsible for all costs associated with permits, cutting, removing, transporting, and the sale of timber from City property. All 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.

6. Purchaser's certified check or bond, for the bid deposit in the amount of Two Thousand Dollars ($2,000.00), shall convert to a damage deposit upon execution of this Contract. Damage deposit will be refunded to Purchaser less any un-remedied damages at the conclusion of this Contract. Determination of damages and the appropriate remedy shall be made by the Contract Administrator. Said deposit in no way limits the liability of Purchaser to City from damages under this Contract.

7. Purchaser, all employees, agents, servants, or representatives of the Purchaser, and all independent contractors contracting with the Purchaser for the performance of any part of this Contract are prohibited from carrying firearms, hunting, or overnight lodging on the property. During the term of this Contract, Purchaser shall neither set nor permit any fires to be set upon the land described above.

8. 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.

9. **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.**

10. The City, for itself, its successors and assigns, hereby fully warrant that the title to the land is vested in the City of Port Orange, herein above described and warrants that it has title to the timber to be cut therefrom and will defend the same against lawful claims of all persons whomsoever. The City expressly represents and warrants that there are no mortgages, liens, tax liens, leases, or other encumbrances against said timber.

11. The City does hereby grant unto the Purchaser, its successors and assigns, the right to enter upon said land at any and all times during the said term with tools, wagons, carts, trucks, men, and equipment and all other conveyances that may be necessary or convenient for the preservation, care, cutting and removal of said trees and timber, together with the rights to operate on the roads and roadways upon, over, and across said lands, and all other necessary right of ingress and egress. Purchaser shall have, and is hereby granted, the rights at any time during the term hereof, and for fourteen (14) days thereafter, to remove any and all machinery, equipment, and other property of Purchaser, whether or not so fixed to the lands as to be regarded in law as part of the lands. During harvesting, Purchaser agrees to comply with Volusia County Code of Ordinances, Article VI, Noise and Light.

12. Purchaser shall indemnify, hold harmless and defend the City, it's officers, agents and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising from the Purchaser's performance or nonperformance of service pursuant to this Contract, excluding any claims, losses, expenses, injuries, damages or liabilities resulting or arising from the actions of the City, its officers, agents, or employees. The indemnification shall obligate the Purchaser to defend, at its own expense or to provide for such defense, at the City's option, any and all claims and suits brought against the City that may result from Purchaser's performance or nonperformance of services pursuant to this Contract.

13. Purchaser shall maintain insurance during the life of this Contract. Purchaser shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Purchaser shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Purchaser shall provide the City written 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 Purchaser for the reasonable additional costs of increased coverage.

	Insurance	Standards	Comments
☒	Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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 $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage

14. 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. Purchaser 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 Purchaser does not transfer the records to the City.

(d) Upon completion of the Contract, Purchaser shall transfer to the City, at no cost, all public records in possession of the Purchaser 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 Purchaser does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Purchaser may be subject to penalties under Section 119.10, Florida Statutes.

16. In cutting and removing said trees, Purchaser shall follow good and accepted logging practices. At no time, shall roads be blocked by harvesting activity or by staged trailers. During the Initial Term of this Contract, timber to be harvested is divided into five (5) sales areas, as set forth in Exhibit "1." Upon completion of harvesting the first sales area, the Purchaser shall not harvest any subsequent area until the Purchaser's performance has been reviewed and the Contract Administrator, in her sole discretion, has issued written authorization for harvesting the next sales area. The aforementioned process shall continue until all remaining sales areas have been harvested. All trees shall be clearly marked to indicate harvesting or preservation, as provided herein. Sales areas and trees shall be marked as follows:

- **THE BOUNDARY OF ALL SALES AREAS shall be marked with ORANGE PAINT.**
- **Trees to be PRESERVED/KEPT shall be marked with BLUE PAINT in SALES AREAS 1 -3.**
- **Trees to be HARVESTED/CUT shall NOT be marked in SALES AREAS 1-3.**
- **Trees to be PRESERVED/KEPT shall NOT be marked in SALES AREAS 4-5.**
- **Trees to be HARVESTED/CUT shall be marked with RED PAINT in SALES AREAS 4-5.**
- **All trees shall be severed as low to the ground as practicable and consistent with good and accepted logging practices.**
- **All stumps shall be cut five (5) inches or less in height above the original ground line.**
- **Trees shall not be left hanging on other trees.**

17. Purchaser shall promptly repair any damage to the fences, gates, and other improvement of the City caused by the Purchaser's operations, at the Purchaser's expense. Purchaser shall inspect the roads daily, which shall include the clearing of tree tops, limbs and debris; and maintaining the roads in as good or better condition as the roads existed at the effective date of this Contract. Purchaser shall keep and maintain daily, the subject property free of all litter, refuse, and trash that originates from Purchaser's crews and personnel daily.

18. Purchaser agrees to conduct logging operations in such a manner as to reasonably protect the small timber, unmarked trees, and seedlings. If any timber and trees other than that conveyed by this Contract are felled or unnecessarily damaged by Purchaser, the Purchaser shall pay to City for such timber and trees at a rate double their value. The determination as to whether or not a tree has been unnecessarily damaged and the value of such a tree shall be made by the Contract Administrator. If, in the opinion of the Contract Administrator, excessive number of trees other than those conveyed by this contract are felled or unnecessarily damaged, the Contract Administrator shall order all logging operations halted, and no additional logging or hauling of timber shall be permitted until the cause for the excessive damage is remedied to the satisfaction of the Contract Administrator.

19. 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.

20. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

IN WITNESS WHEREOF, the Parties have made and executed this Timber Harvesting and Sale Agreement for the purposes herein expressed on the dates set forth below.

Witnesses:

ALFORD TIMBER, INC.

_____

Printed Name:_____

By:_____

Charles E. Alford, Jr., 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.

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Charles E. Alford, Jr., as President of Alford Timber, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____as identification.

_____

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

EXHIBIT "1"

(Consisting of 3 pages)

SECTION 3 – SCOPE OF WORK

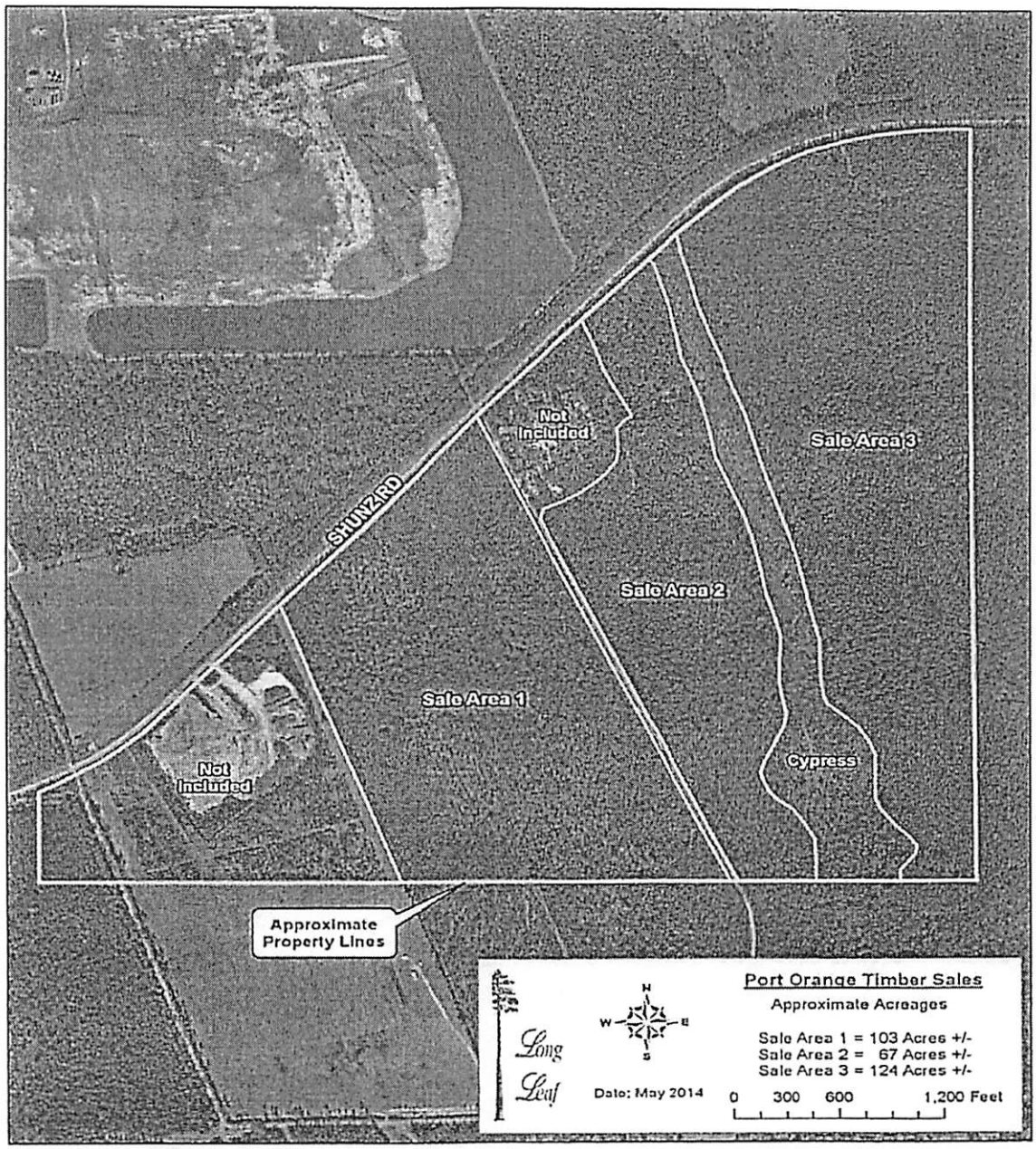
PROJECT DESCRIPTION:

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) to Sell and have harvested timber on approximately 466 acres off Shunz Road located in Port Orange, Florida in accordance with the specifications contained in this ITB as described herein.

SPECIFICATIONS:

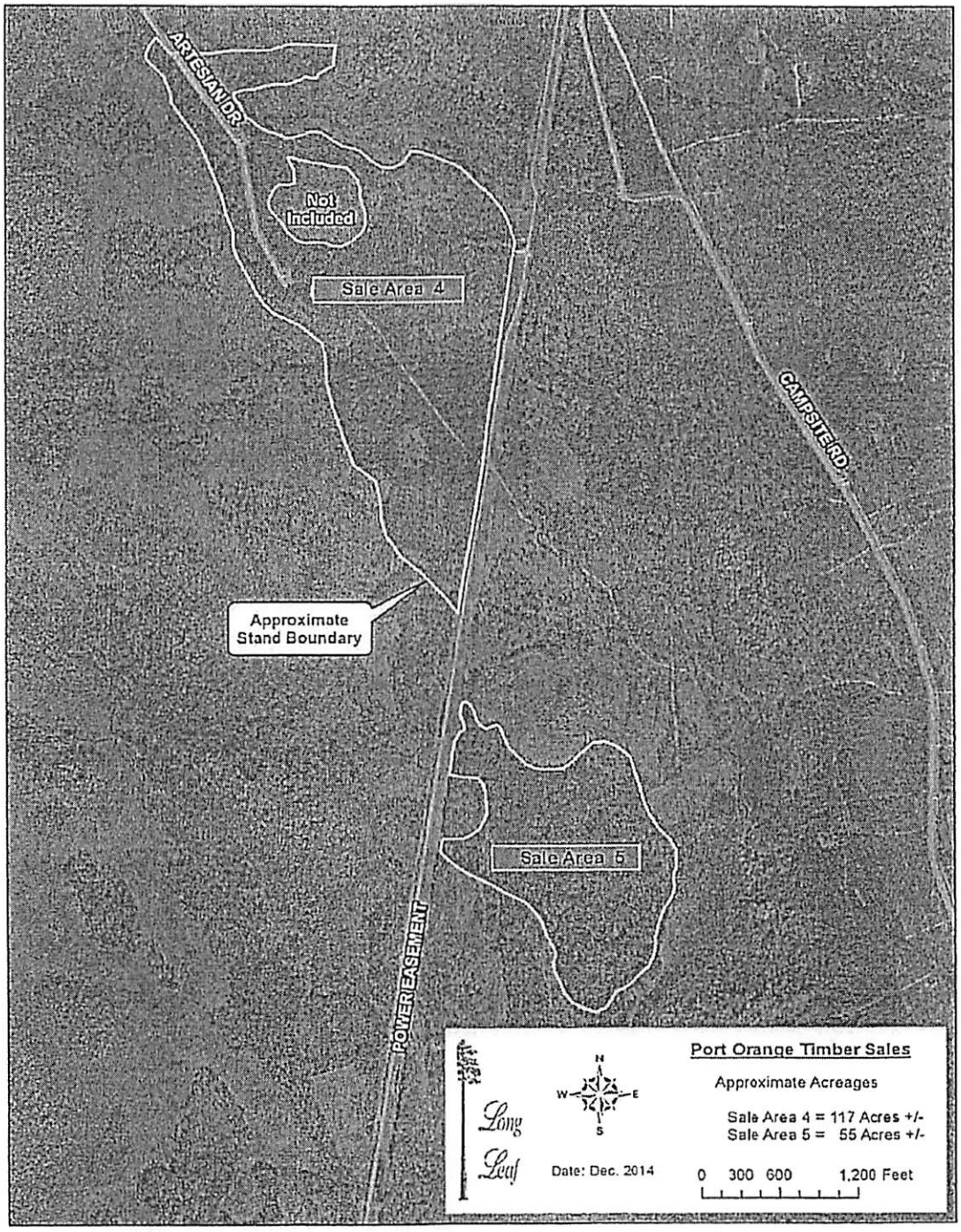
- The contractor will be responsible for all costs associated with cutting, removing, transporting, and the sale of timber from City property. The goal is to thin the forested portions of the property, not total clearing.
- Sale will be based on a per ton basis. A sequentially numbered, three part, load ticket security system with a lock box will be used with this sale for timber accountability. The City Forester shall supply the lock box.
- The timber sale is divided into five (5) sale areas. When one area is successfully harvested, the second will be made available for harvest. The decision to proceed will be at the City's sole discretion and based on the harvester's performance in the previous area.
- The sales area boundary is marked with orange paint.
- Trees to be protected from the harvest are marked with blue paint in areas 1-3
- Trees to be cut are not marked in sales area 1-3.
- In sales areas 4 and 5 trees to be removed are marked with red paint.
- All trees shall be severed as low to the ground as practical and all stumps will be cut five (5) inches or less in height above the original ground line.
- Trees may not be left hanging on other trees.
- Roads shall be inspected daily and left free of tree tops and limbs.
- All litter aside of tree branches resulting from the logging operation must be removed from the woods.
- Loggers are prohibited from carrying firearms and/or hunting on the property.
- No cypress or hardwood are included in this sale.
- Trees will be clearly marked to indicate that they are staying and not to be cut.
- Harvest areas are subject to wet conditions. In order to prevent damage to the residual stand, harvesting may be suspended under wet conditions. Upon the contractor's request, wet weather harvesting extensions may be granted by the City with a written wet weather harvesting authorization.
- A bid deposit of two thousand dollars ($2,000.00) in the form of a certified check or bond is required to accompany the bid. The bid deposit of the successful bidder will revert to a damage deposit upon execution of a contract. All unsuccessful bid deposits will be returned to the bidders within five (5) business days of the opening date.
- Each bidder will provide at least two (2) references of past thinning operations accomplished within the past two years.
- A mandatory Pre-Bid meeting and site visit is required.

TIMBER SALES AREAS 1-3



(Natural Pine areas)-Trees to be protected from the harvest are marked with blue paint. Sales boundaries are marked with orange paint.

TIMBER SALES AREAS 4 & 5



(Planted Pine)-Trees to be removed are marked with red paint. Sale boundaries are marked with orange paint.

INTENT TO AWARD

ITB #17-12

TIMBER HARVESTING

May 15, 2017

On March 8, 2017 purchasing received three (3) bid proposal submittals or ITB #17-12 Timber Harvesting.
After review of the proposals submitted, City staff has made its recommendation to award to Alford Timber Inc. of Palatka, Florida.
Recommendation to the award will be presented for City Council approval on June 20, 2017.

David Battaglia
Purchasing Agent

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Vendor's Acknowledgement

_____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 7.4 – Drug Free/Tie Preference Statement

_____ Form 7.5 – Public Entity Crimes Statement

_____ Form 7.6 – Affidavit of Anti-Collusion

_____ Form 7.7 – Authorized Signatures/Negotiators

_____ Form 7.8– Statement of Vendor's Qualifications

_____ Form 7.9 – Professional References for Previous Experience

_____ Form 7.10 – Listing of Subcontractors

_____ Form 7.11 – Vendor Application

_____ W-9 Form

_____ Form 7.12 – Local Business Affidavit of Eligibility

_____ Form 7.13 – Conflict of Interest Form

_____ Attachment 1 – Bid Proposal

_____ Bid Deposit

_____ Copy of Insurance Certificate

_____ Sealed bids to include one (1) original written copy, in conformance with the detailed submittal instructions.

BY: Alford Timber, Inc
Name of Business

Chad Alford
Authorized Signature

May 5, 2017
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, 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 Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) 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 Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / 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 Vendor interested in said ITB; and that the undersigned executed this Vendor'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 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):

Alford Timber, Inc.
NAME OF BUSINESS

Charles E Alford
AUTHORIZED SIGNATURE

Charles E. Alford Jr. - President
NAME, TITLE, TYPED

59-1297672
FEDERAL IDENTIFICATION #

3816 Reid Street
MAILING ADDRESS

Palatka Fl 32177
CITY, STATE & ZIP CODE

386-325-7330 / 386-325-5177
TELEPHONE NUMBER / FAX NUMBER

Kathryn.a.clapp@gmail.com
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Putnam

The foregoing instrument was acknowledged before me this day of May 5, 2017 by Charles E Alford Jr, who is personally known to me or who has produced ad identification and who did take an oath.

My ~~Commission Expires~~:

SUSAN R. PLAYER
Notary Public, State of Florida
Commission No. FF 947532
My Commission Expires 01/22/20

Susan R Player
Notary Public

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 Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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: May 2, 2017 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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

Alford Timber, Inc.
Name of Business

By: Charles Alford Jr

Printed Name: Charles E Alford Jr

Title: President

STATE OF Florida
COUNTY OF Putnam

Sworn to (or affirmed) and subscribed before me this 5 day of May, 2017, by Charles E Alford Jr (NAME), as President (TITLE) of Alford Timber, Inc (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

SUSAN R. PLAYER
Notary Public, State of Florida
Commission No. FF 947532
My Commission Expires 01/22/20

Susan R. Player
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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.

Alford Timber, Inc.
Name of Business

By: Charles Alford Jr

Printed Name: Charles E. Alford Jr

Title: President

STATE OF Florida

COUNTY OF Putnam

Sworn to (or affirmed) and subscribed before me this 5 day of May, 2017, by Charles E. Alford Jr (NAME), as President (TITLE) of Alford Timber, Inc. (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

Susan R Player

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SUSAN R. PLAYER
Notary Public, State of Florida
Commission No. FF 947532
My Commission Expires 01/22/20

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Charles E. Alford Jr. who, being by me first duly sworn, made the following statement:

1. The business address of Alford Timber, Inc (name of Offeror or business) is 3816 Reid St Palatka Fl 32177.

2. My relationship to Alford Timber, Inc (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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~ **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Alford Timber, Inc
Name of Business

By: Charles E Alford Jr

Printed Name: Charles E Alford Jr

Title: President

STATE OF Florida
COUNTY OF Putnam

Sworn to (or affirmed) and subscribed before me this 5 day of May, 2017, by Charles E. Alford Jr, as President of Alford Timber, Inc and who:

[Notary: Please select one]

☑ is personally known to me; or

☐ has produced _____ as identification.

Susan R. Player
Notary Public, State of Florida

This document must be completed and returned with your Submittal *Printed, typed or stamped name, commission and expiration:*

SUSAN R. PLAYER
Notary Public, State of Florida
Commission No. FF 947532
My Commission Expires 01/22/20

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Alford Timber, Inc

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Charles E Alford Jr

TITLE: President

ADDRESS: 3816 Reid Street Palatka

CITY: __STATE: Florida ZIP CODE: 32177

TELEPHONE: 386 ~~FAX~~ 325-7330 /FAX 386-325-5177

COMPLETION TIME: May 1, 2018

F.E.I.N. NUMBER: 59-1297672

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

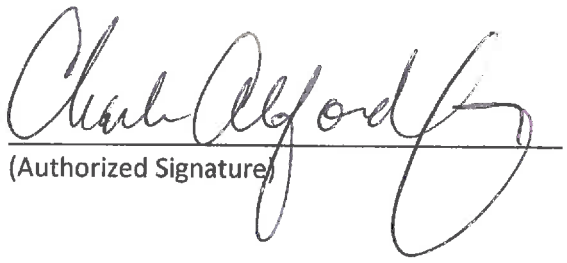
_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
Bill Player	Procurement	386-937-5552



(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'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 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor.

B. Permanent main office address.

C. Date organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment currently owned or leased.

L. Experience in work similar to this type of project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit currently available: $_____

O. Give bank reference: Harbor Community Bank

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Alford Timber, Inc
Name of Business

By: Charles Alford Jr
Printed Name: Charles E. Alford Jr
Title: President

STATE OF Florida
COUNTY OF Putnam

Sworn to (or affirmed) and subscribed before me this 5 day of May, 2017, by Charles E Alford Jr, as President of Alford Timber, Inc and who:

[Notary: Please select one]
☑ is personally known to me; or
☐ has produced _____ as identification.

Susan R Player
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

SUSAN R. PLAYER
Notary Public, State of Florida
Commission No. FF 947532
My Commission Expires 01/22/20

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is 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 two (2) current and correct references from clients for similar services.
(Do not include the City of Port Orange)

1. Company Name: Shadowlawn Farms
   Contact Person: Cooper Murphy
   City, State: Penny Farms Florida
   Telephone Number: 904-545-9693
   Email Address: cmurphy@shadowlawnfarms.com
   Description of goods or
   Services provided: Timber Harvesting
   Contract Amount: million plus
   Start/End Date of Contract: 1-2010 - 12-2016

2. Company Name: Rayonier
   Contact Person: Billy Lipthrott
   City, State: Hastings, Florida
   Telephone Number: 904-669-6114
   Email Address: billy.lipthrott@rayonier.com
   Description of goods or
   Services provided: Timber Harvesting
   Contract Amount: $250,000.00
   Start/End Date of Contract: 1-1-2016 — 12/31/2016

3. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor 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 Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: Tumbling Pines

Description of Work: Timber Harvesting

Percent of Contract Price: _____

Previous Experience Together: Yes/No yes

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 7.11 – VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange

Date:

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: Alford Timber, Inc

ADDRESS: 3816 Reid Street

CITY: Palatka STATE: Florida ZIP CODE: 32177

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 386-325-7330 FAX # 386-325-5177

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: Charles E Alford Jr

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 59-1297672

E-MAIL ADDRESS: Kathryn.a.clapp@gmail.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☑ Y ☐ N State Incorporated: Florid Year: 1964

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☑ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also, include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: Charles E. Alford Jr Title: President

Commodity/Services _____

_____

_____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Alford Timber, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3816 Reid Street

Requester's name and address (optional)

City, state, and ZIP code
Palatka Fl 32177

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
59 - 1297672

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).
4. 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 on page 4.

Sign Here | Signature of U.S. person Charles Alford Jr | Date May 5, 2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

[Remainder of this page left intentionally blank]

FORM 7.12 – 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 State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: Alford Timber Inc.

CONTACT PERSON/TITLE: Charles E. Alford Jr. - President

MAILING ADDRESS: 3816 Reid Street

CITY-STATE-ZIP: Palatka, Fl 32177

Length of Time at Address Provided: 20 years

Physical Presence of Business: □ Headquarters, □ Manufacturing Facility, or □ Locally Owned Franchise

And within Legal Boundaries: □ The City of Port Orange □ Volusia County □ The State of Florida

FEIN *(Federal Employer Identification Number)*: 59-1297672

BUISINESS STRUCTURE: ☑ Corporation □ LLC □ Partnership □ Sole Proprietorship

□ Other (Specify): _____

PHONE NUMBER: 386-325-7330 FAX: 386-325-5177

EMAIL: Kathy.a.clapp@gmail.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the highest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the highest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the highest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS_____DAY OF_____, 20___

My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

Charles E Alford Jr

PRINTED NAME OF AFFIANT / TITLE

Alford Timber, Inc

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CONFLICT OF INTEREST

ITB 17-12
TIMBER HARVESTING

a. VENDOR NAME: Alford Timber, Inc.

b. PHYSICAL ADDRESS: 3816 Reid Street, Patal

c. MAILING ADDRESS: _____

d. CITY, STATE, ZIP CODE: Palatka Fl. 32177

e. TELEPHONE NUMBER: (386)325-7330

1. CONFLICT OF INTEREST STATEMENT

CHECK ONE

[✓] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

CERTIFICATION

This statement is submitted by: Name (print) Charles E Alford Jr

Signature

May 5, 2017
Date

This document must be completed and returned with your Submittal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2017

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 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
Bates Hewett & Floyd Insurance Agency
3400 Crill Avenue, Suite 2

Palatka FL 32177

CONTACT NAME: DeeDee Germany
PHONE (A/C, No, Ext): (386) 328-1100 FAX (A/C, No): (386) 329-1100
E-MAIL ADDRESS: deedee@bates-hewett.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: AmTrust North America
INSURER B: Westfield Insurance 1 — 24112
INSURER C: Bridgefield Employers Ins. Co
INSURER D:
INSURER E:
INSURER F:

INSURED
Alford Timber, Inc.
3816 Reid Street

Palatka FL 32177

COVERAGES **CERTIFICATE NUMBER:** 1617wcglauto **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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			WPP1152055-00	9/1/2016	9/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CWP0689275	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ $ $ $ $	1,000,000 300,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			830-55912	9/1/2016	9/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

(386) 506-5711

City of Port Orange
Purchasing Division
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
D Dee Germany/DEEDEE

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5. Item number 11 of the contract it should be made clear that entering the said premises at all times is limited to dawn to dusk. There are not to be campers, trailers, or any other temporary housing allowed.

B. CHANGES TO SPECIFICATIONS:

There is a new Excel Bid form that will be uploaded to DemandStar with the following changes.

1. Bid Item No. 1 Minimum DBH 4 Inches
2. Bid Items 3 & 4 Minimum length change to read as 29 feet.
3. Bid Item No. 4 Top Diameter is changed to 8 Inches.

ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
TIMBER HARVESTING

ITB # 17-12

Completed Exhibit 1 Bid Propsal form MUST be included with Bid Submission
Instructions to save Attachment from demandstar website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Alford Timber, Inc
CONTACT PERSON:	Bill Player
EMAIL ADDRESS:	Kathryn.a.clapp@gmail.com
AUTHORIZED SIGNATURE:	Charles Alford Jr.

ITEM #	TIMBER HARVESTING	PRICE PER TON
1	MULCH (Minimum DBH 4")	$ 10.16 per ton -
2	PINE PULPWOOD (Minimum DBH 4" top diameter 3")	$ 10.16 per ton -
3	PINE CHIP AND SAW (Minimum DBH 8" top diameter 5" minimum length 29')	$ 16.00 per ton -
4	PINE SAW TIMBER (Minimum DBH 11" top diameter 8" minimum length 29')	$ 16.00 per ton -
CYPRESS OR HARDWOOD IS NOT INCLUDED WITH SALE. ACTUAL TOTAL TONNAGE TO BE DETERMINED BY WEIGHT TRUCK.		

Exceptions

1. Need 9 gate cards

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. #1
May 2, 2017

ITB 17-12 Timber Harvesting

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 7, 2017 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. CLARIFICATIONS:

1. For the purpose evaluating bids, The City will assume Pine Pulpwood consists of about 94% weighted value A 2% weighted value will be assigned to Mulch, Pine Chip and Saw and Pine Saw Timber.These numbers will be used to evaluate the highest most responsive, responsible bidder.
   MULCH 2%
   PINE PULPWOOD 94%
   PINE CHIP AND SAW 2%
   PINE SAW TIMBER 2%
2. The contract that will be signed by the winning bidder for this solicitation is attached to this addendum.

3. Item number 1 in the contract it states, "*The purchaser shall thin the forested portions of the property, not total clearing"* The following verbiage has been added after this passage to read: *The Purchaser shall thin the forested portions of the property, not total clearing according to the specification in ITB #17-12.*

4. Item number 4 of the contract is should be made clear that the City will not issue more than 5 gate cards.

5. Item number 11 of the contract it should be made clear that entering the said premises at all times is limited to dawn to dusk. There are not to be campers, trailers, or any other temporary housing allowed.

B. CHANGES TO SPECIFICATIONS:

There is a new Excel Bid form that will be uploaded to DemandStar with the following changes.

1. Bid Item No. 1 Minimum DBH 4 Inches
2. Bid Items 3 & 4 Minimum length change to read as 29 feet.
3. Bid Item No. 4 Top Diameter is changed to 8 Inches.

ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE
TIMBER HARVESTING

ITB # 17-12

Completed Exhibit 1 Bid Propsal form MUST be included with Bid Submission

Instructions to save Attachment from demandstar website: Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted green cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

	NAME OF BUSINESS:	
	CONTACT PERSON:	
	EMAIL ADDRESS:	
	AUTHORIZED SIGNATURE:	

ITEM #	TIMBER HARVESTING	PRICE PER TON
1	MULCH (Minimum DBH 4")	$ -
2	PINE PULPWOOD (Minimum DBH 4" top diameter 3")	$ -
3	PINE CHIP AND SAW (Minimum DBH 8" top diameter 5" minimum length 29')	$ -
4	PINE SAW TIMBER (Minimum DBH 11" top diameter 8" minimum length 29')	$ -

CYPRESS OR HARDWOOD IS NOT INCLUDED WITH SALE. ACTUAL TOTAL TONNAGE TO BE DETERMINED BY WEIGHT TRUCK.

C. QUESTIONS AND ANSWERS:

1. Is 2 inches DBH right for mulch?
   Answer: This needs to be 4 inches.
2. What is the delay time on the card gate?
   Answer: It is set for large trucks. We can adjust the delay if necessary.
3. Are we responsible for repairing the road?
   Answer: Yes, the contract states that the road must be restored to the original condition on completion of the job.
4. Is Shuntz road still being used by dump trucks?
   Answer: No, we do not have any other trucks other than pickup trucks that go out there on a regular basis. There is an occasional periodic pick up of a load of dirt but we do not envision that occurring.
5. For mulch, if the market is full we will not be able to haul it.
   Answer: Still enter your price but make a notation reading “As long as the Mill is taking mulch.”

CITY OF PORT ORANGE
TIMBER HARVESTING AND SALE AGREEMENT

This Timber Harvesting and Sale Agreement ("Contract") is entered into this ___ day of _____, **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 _____, a _____ corporation whose principal address is _____ ("Purchaser"). The City and Purchaser are collectively referred to herein as the "Parties." The Parties in exchange for the mutual covenants herein and in the Contract, agree as follows:

1. Pursuant to City of Port Orange Timber Harvesting Invitation to BID Number 17-12 ("ITB 17-12"), of which, a complete copy is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, the City agrees to sell to the Purchaser, under the terms and conditions hereinafter stated, certain timber located on, or growing on certain real estate approximately 466 acres off Shunz Road known as the Wellfields, Port Orange, Volusia County, Florida, and as more specifically described in the scope for ITB 17-12, attached hereto and made part hereof as Exhibit "1." The Purchaser shall thin the forested portions of the property, not total clearing. Only those trees in the areas designated by the City shall be cut and removed. No cypress or hardwood are included in this sale. The Purchaser shall submit payment directly to the Contract Administrator, not less than monthly, for all timber cut during the term(s) of this Agreement at the following rates:

Dollars per ton, (a ton weighing 2,000 lbs.), for the following:
Pine Mulch $_____ per ton
Pine Pulpwood $_____ per ton
Pine Chip and Saw $_____ per ton
Pine Saw Timber $_____ per ton

2. This Contract shall be effective on the last date the Contract is signed by the Parties. Work shall commence upon issuance of a written Notice to Proceed, issued and executed by the City, for a term of twelve (12) months (the "Initial Term"). Upon mutual written agreement of the Parties, this Contract may be renewed at the end of the Initial Term, for two (2) additional one-year terms. To prevent damage to the residual stand, harvesting may be suspended under wet conditions. Upon the Purchaser's request, wet weather harvesting extensions may be granted by the City with a written wet weather harvesting authorization. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. For the sale of timber and for accountability, the Purchaser agrees to utilize a sequentially numbered, three part, load ticket security system with a lock box. The City Forester, Steve Edgar, shall supply the lock box. The Public Utilities Director, Lynn Stevens ("Contract Administrator"), shall perform contract administration of this Contract.

4. Prior to the commencement of any performance of this Contract, Purchaser shall provide the City with color copies of a driver's license or photo identification of every person permitted onto the property described above in relation to the performance of this Contract. A gate card shall be issued to each driver and to the crew Forman, not to exceed 5 gate cards. The gate cards shall be returned at the end of the Contract term(s). A fee of $100 shall be imposed for replacement of missing/lost cards.

5. Purchaser shall be responsible for all costs associated with permits, cutting, removing, transporting, and the sale of timber from City property. All 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.

6. Purchaser's certified check or bond, for the bid deposit in the amount of Two Thousand Dollars ($2,000.00), shall convert to a damage deposit upon execution of this Contract. Damage deposit will be refunded to Purchaser less any un-remedied damages at the conclusion of this Contract. Determination of damages and the appropriate remedy shall be made by the Contract Administrator. Said deposit in no way limits the liability of Purchaser to City from damages under this Contract.

7. Purchaser, all employees, agents, servants, or representatives of the Purchaser, and all independent contractors contracting with the Purchaser for the performance of any part of this Contract are prohibited from carrying firearms, hunting, or overnight lodging on the property. During the term of this Contract, Purchaser shall neither set nor permit any fires to be set upon the land described above.

8. 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.

9. **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.**

10. The City, for itself, its successors and assigns, hereby fully warrant that the title to the land is vested in the City of Port Orange, herein above described and warrants that it has title to the timber to be cut therefrom and will defend the same against lawful claims of all persons whomsoever. The City expressly represents and warrants that there are no mortgages, liens, tax liens, leases, or other encumbrances against said timber.

11. The City does hereby grant unto the Purchaser, its successors and assigns, the right to enter upon said land at any and all times during the said term with tools, wagons, carts, trucks, men, and equipment and all other conveyances that may be necessary or convenient for the preservation, care, cutting and removal of said trees and timber, together with the rights to operate on the roads and roadways upon, over, and across said lands, and all other necessary right of ingress and egress. Purchaser shall have, and is hereby granted, the rights at any time during the term hereof, and for fourteen (14) days thereafter, to remove any and all machinery, equipment, and other property of Purchaser, whether or not so fixed to the lands as to be regarded in law as part of the lands. During harvesting, Purchaser agrees to comply with Volusia County Code of Ordinances, Article VI, Noise and Light.

12. Purchaser shall indemnify, hold harmless and defend the City, it's officers, agents and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising from the Purchaser's performance or nonperformance of service pursuant to this Contract, excluding any claims, losses, expenses, injuries, damages or liabilities resulting or arising from the actions of the City, its officers, agents, or employees. The indemnification shall obligate the Purchaser to defend, at its own expense or to provide for such defense, at the City's option, any and all claims and suits brought against the City that may result from Purchaser's performance or nonperformance of services pursuant to this Contract.

13. Purchaser shall maintain insurance during the life of this Contract. Purchaser shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Purchaser shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Purchaser shall provide the City written 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 Purchaser for the reasonable additional costs of increased coverage.

	Insurance	Standards	Comments
☒	Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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 $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage

14. 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. Purchaser 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 Purchaser does not transfer the records to the City.

(d) Upon completion of the Contract, Purchaser shall transfer to the City, at no cost, all public records in possession of the Purchaser 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 Purchaser does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Purchaser may be subject to penalties under Section 119.10, Florida Statutes.

16. In cutting and removing said trees, Purchaser shall follow good and accepted logging practices. At no time, shall roads be blocked by harvesting activity or by staged trailers. During the Initial Term of this Contract, timber to be harvested is divided into five (5) sales areas, as set forth in Exhibit "1." Upon completion of harvesting the first sales area, the Purchaser shall not harvest any subsequent area until the Purchaser's performance has been reviewed and the Contract Administrator, in her sole discretion, has issued written authorization for harvesting the next sales area. The aforementioned process shall continue until all remaining sales areas have been harvested. All trees shall be clearly marked to indicate harvesting or preservation, as provided herein. Sales areas and trees shall be marked as follows:

- **THE BOUNDARY OF ALL SALES AREAS shall be marked with ORANGE PAINT.**
- **Trees to be PRESERVED/KEPT shall be marked with BLUE PAINT in SALES AREAS 1 -3.**
- **Trees to be HARVESTED/CUT shall NOT be marked in SALES AREAS 1-3.**
- **Trees to be PRESERVED/KEPT shall NOT be marked in SALES AREAS 4-5.**
- **Trees to be HARVESTED/CUT shall be marked with RED PAINT in SALES AREAS 4-5.**
- **All trees shall be severed as low to the ground as practicable and consistent with good and accepted logging practices.**
- **All stumps shall be cut five (5) inches or less in height above the original ground line.**
- **Trees shall not be left hanging on other trees.**

17. Purchaser shall promptly repair any damage to the fences, gates, and other improvement of the City caused by the Purchaser's operations, at the Purchaser's expense. Purchaser shall inspect the roads daily, which shall include the clearing of tree tops, limbs and debris; and maintaining the roads in as good or better condition as the roads existed at the effective date of this Contract. Purchaser shall keep and maintain daily, the subject property free of all litter, refuse, and trash that originates from Purchaser's crews and personnel daily.

18. Purchaser agrees to conduct logging operations in such a manner as to reasonably protect the small timber, unmarked trees, and seedlings. If any timber and trees other than that conveyed by this Contract are felled or unnecessarily damaged by Purchaser, the Purchaser shall pay to City for such timber and trees at a rate double their value. The determination as to whether or not a tree has been unnecessarily damaged and the value of such a tree shall be made by the Contract Administrator. If, in the opinion of the Contract Administrator, excessive number of trees other than those conveyed by this contract are felled or unnecessarily damaged, the Contract Administrator shall order all logging operations halted, and no additional logging or hauling of timber shall be permitted until the cause for the excessive damage is remedied to the satisfaction of the Contract Administrator.

19. 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.

20. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

IN WITNESS WHEREOF, the Parties have made and executed this Timber Harvesting and Sale Agreement for the purposes herein expressed on the dates set forth below.

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____
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:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ M.H. Johansson, City Manager

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by M.H. Johansson, as City Manager 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
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

EXHIBIT "1"

(Consisting of 3 pages)

SECTION 3 – SCOPE OF WORK

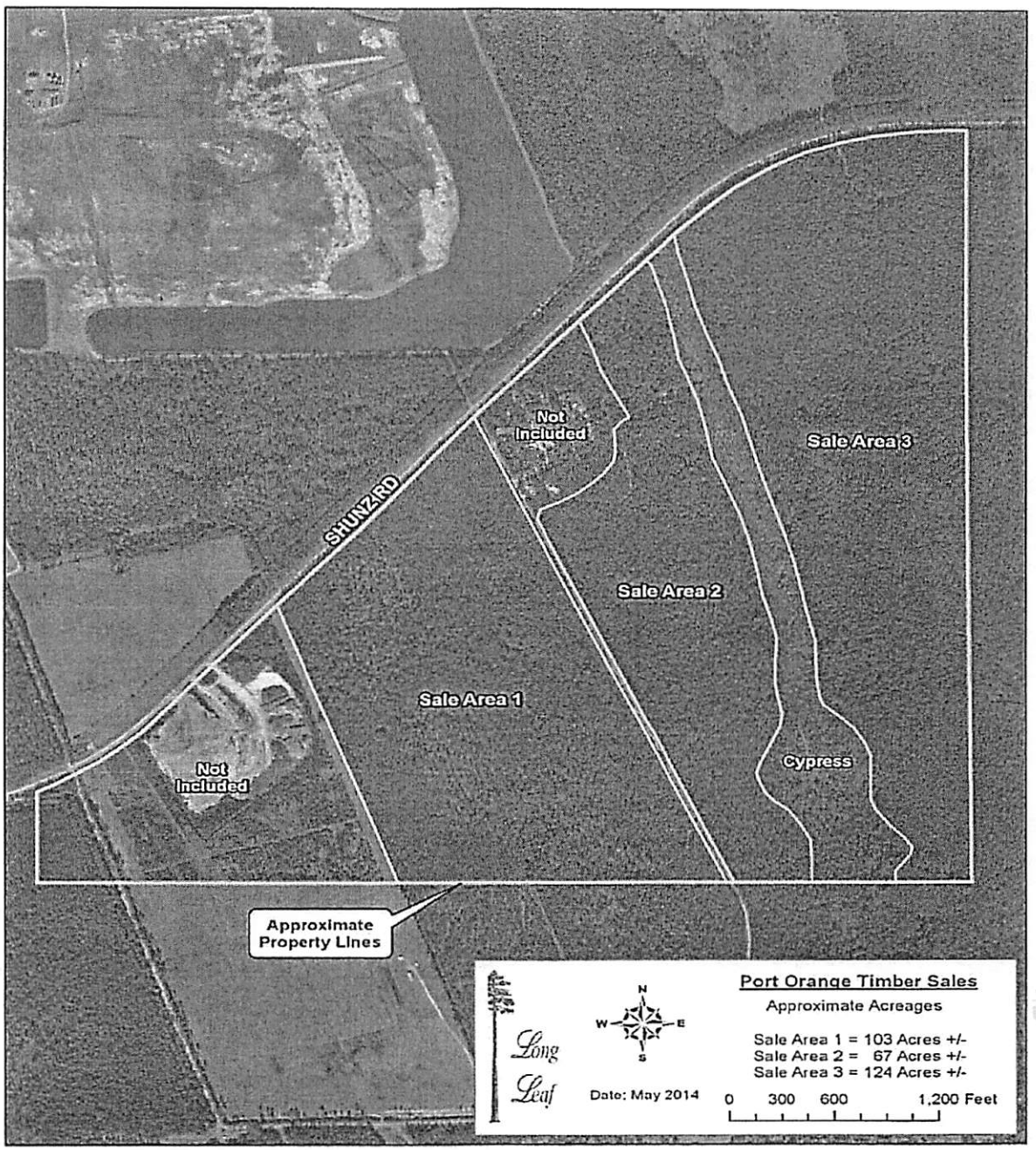
PROJECT DESCRIPTION:

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) to Sell and have harvested timber on approximately 466 acres off Shunz Road located in Port Orange, Florida in accordance with the specifications contained in this ITB as described herein.

SPECIFICATIONS:

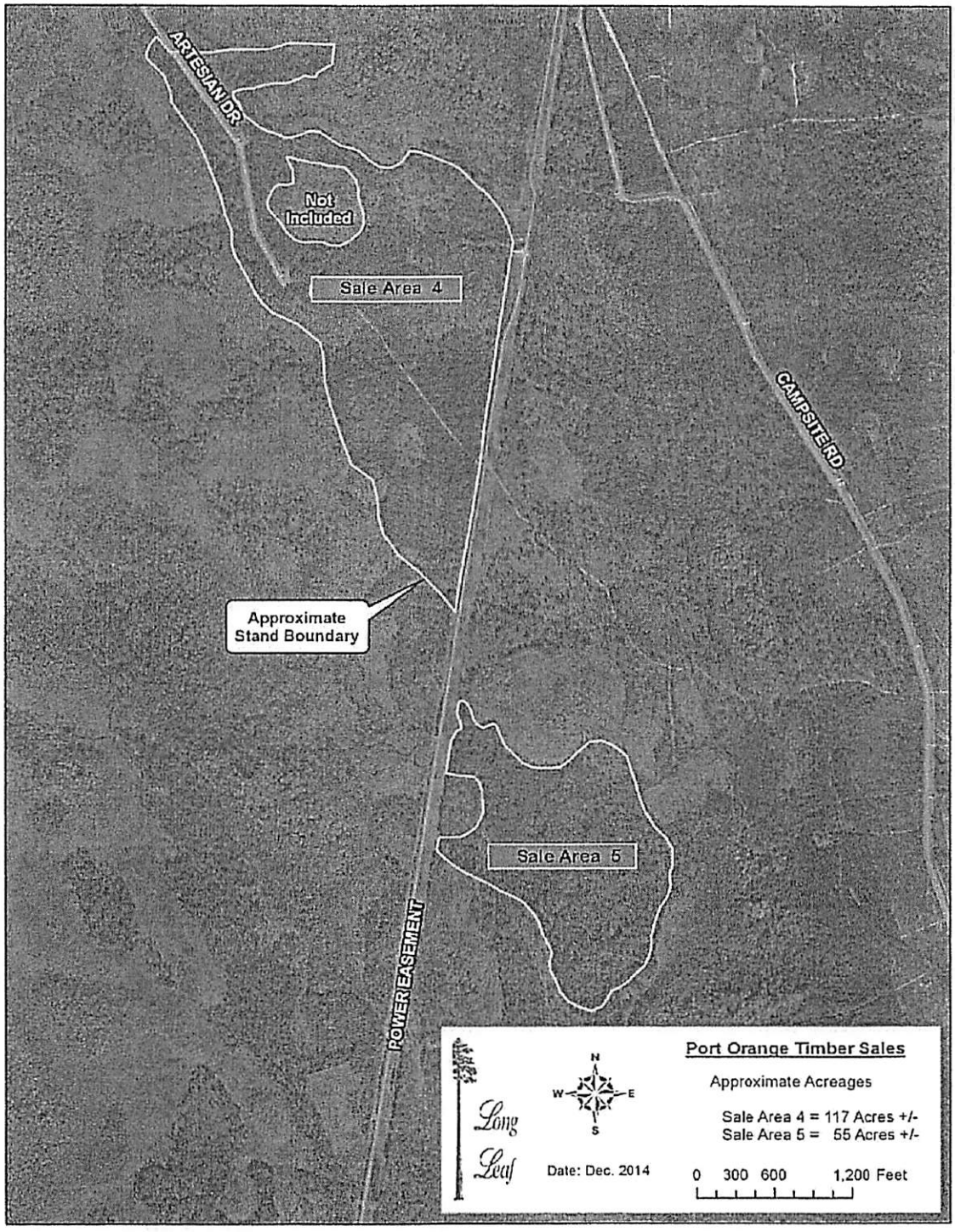
- The contractor will be responsible for all costs associated with cutting, removing, transporting, and the sale of timber from City property. The goal is to thin the forested portions of the property, not total clearing.
- Sale will be based on a per ton basis. A sequentially numbered, three part, load ticket security system with a lock box will be used with this sale for timber accountability. The City Forester shall supply the lock box.
- The timber sale is divided into five (5) sale areas. When one area is successfully harvested, the second will be made available for harvest. The decision to proceed will be at the City's sole discretion and based on the harvester's performance in the previous area.
- The sales area boundary is marked with orange paint.
- Trees to be protected from the harvest are marked with blue paint in areas 1-3
- Trees to be cut are not marked in sales area 1-3.
- In sales areas 4 and 5 trees to be removed are marked with red paint.
- All trees shall be severed as low to the ground as practical and all stumps will be cut five (5) inches or less in height above the original ground line.
- Trees may not be left hanging on other trees.
- Roads shall be inspected daily and left free of tree tops and limbs.
- All litter aside of tree branches resulting from the logging operation must be removed from the woods.
- Loggers are prohibited from carrying firearms and/or hunting on the property.
- No cypress or hardwood are included in this sale.
- Trees will be clearly marked to indicate that they are staying and not to be cut.
- Harvest areas are subject to wet conditions. In order to prevent damage to the residual stand, harvesting may be suspended under wet conditions. Upon the contractor's request, wet weather harvesting extensions may be granted by the City with a written wet weather harvesting authorization.
- A bid deposit of two thousand dollars ($2,000.00) in the form of a certified check or bond is required to accompany the bid. The bid deposit of the successful bidder will revert to a damage deposit upon execution of a contract. All unsuccessful bid deposits will be returned to the bidders within five (5) business days of the opening date.
- Each bidder will provide at least two (2) references of past thinning operations accomplished within the past two years.
- A mandatory Pre-Bid meeting and site visit is required.

TIMBER SALES AREAS 1-3



(Natural Pine areas)-Trees to be protected from the harvest are marked with blue paint. Sales boundaries are marked with orange paint.

TIMBER SALES AREAS 4 & 5



(Planted Pine)-Trees to be removed are marked with red paint. Sale boundaries are marked with orange paint.

In all other respects, except as specifically stated herein, the subject ITB #17-12 remains unchanged.

END OF ADDENDUM NO. #1

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQURES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER:	**ITB #17-12**
ITB TITLE:	**Timber Harvest**
OPENING DATE/TIME:	**Friday, May 5, 2017**

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		**Alford Timber Inc. of Palatka, Florida**	**Cremer Wood Inc. of Palatka, Florida**	**Gator Timber & Land LLC of Bostwick, Florida**	
1	Form 7.1 Submittal Checklist	**YES**	**YES**	**YES**	
2	Form 7.2 Bidder's Acknowledgment	**YES**	**YES**	**YES**	
3	Form 7.3 Addendum & Change Order Acknowledgment	**YES**	**YES**	**YES**	
4	Form 7.4 Drug Free Preference Statement	**YES**	**YES**	**YES**	
5	Form 7.5 Statement on Public Entity Crimes	**YES**	**YES**	**YES**	
6	Form 7.6 Affidavit of Anti-Collusion	**YES**	**YES**	**YES**	
7	Form 7.7 Authorized Signatures/Negotiators	**YES**	**YES**	**YES**	
8	Form 7.8 Statement of Vendors Qualifications	**YES**	**YES**	**YES**	
9	Form 7.9 Professional References	**YES**	**YES**	**YES**	
10	Form 7.10 Listing of Subcontractors	**YES**	N/A	**YES**	
11	Form 7.11 Vendor Application Form & W-9	**YES**	**YES**	**YES**	
12	Form 7.12 Local Business Affidavit of Eligibility	**YES**	**YES**	**YES**	
13	Form 7.13 Conflict of Interest Form	**YES**	**YES**	**YES**	
17	Attachment 1-Bid Proposal	**YES**	**YES**	**YES**	
18	Bid Bond	**YES**	**YES**	**YES**	
19	Copy of Insurance Certificate	**YES**	**YES**	**YES**	
	1 Original	**YES**	**YES**	**YES**	
	Deemed Responsive?	**YES**	**YES**	**YES**	
MULCH (Minimum DBH 4") - 2%		**$ 10.16**	**$ 2.00**	**$ 2.00**	
PINE PULPWOOD (Minimum DBH 4" top diameter 3") - 94%		**$ 10.16**	**$ 6.29**	**$ 8.00**	
PINE CHIP AND SAW (Minimum DBH 8" top diameter 5" minimum length 29') - 2%		**$ 16.00**	**$ 12.90**	**$ 13.00**	
PINE SAW TIMBER (Minimum DBH 11" top diameter 8" minimum length 29') - 2%		**$ 16.00**	**$ 18.40**	**$ 18.00**	

Opened and tabulated by: David Battaglia, Purchasing Agent

Witnessed by: O.T. Powell Buyer

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

TIMBER HARVESTING

ITB #17-12

City of Port Orange Purchasing Division
Prepared by: David Battaglia, Purchasing Agent
Release Date: April 7, 2017

Bid Due Date and Time: May 5, 2017 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers

ITB #17-12 TIMBER HARVESTING

Notice is hereby given that the City of Port Orange is soliciting bids for TIMBER HARVESTING. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 5, 2017** 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 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Conference and site visit for the project at **10:00 A.M.** (local time) on **April 21, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the Mandatory Pre-Bid Conference. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid deposit in the form of a certified check or bank draft payable to the City of Port Orange, Florida in the amount equal to Two Thousand ($2,000,00) dollars shall be submitted with each submission. The bid deposit of the successful bidder will revert to a damage deposit upon execution of a contract. All unsuccessful bid deposits will be returned to the bidders within five (5) business days of the opening date.

DESCRIPTION: The City of Port Orange is soliciting competitive sealed bids from Firms or Companies (Vendors) to sell and have harvested timber on approximately 466 acres off Shunz Road located in Port Orange, Florida in accordance with the specifications contained in this ITB.

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 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 Onvia (DemandStar) via their website at www.demandstar.com. Bid Documents can also be obtained at City Hall Purchasing Dept. (1st floor) 1000 City Center Circle Port Orange, Florida 32129. All questions shall be directed **in writing** to the Purchasing agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on **ITB #17-12 TIMBER HARVESTING"** in the subject line. Last day for questions will be **April 28, 2017 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original, addressed to David Battaglia Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-12 TIMBER HARVESTING".**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **April 7, 2017**

[Remainder of this page left intentionally blank]

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 #17-12**

BID TITLE: **TIMBER HARVESTING**

DUE DATE/TIME: **May 5, 2017 at 2:30 P.M.**

SUBMITTED BY: _____

(Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) to sell and have harvested timber on approximately 466 acres off Shunz Road located West of Port Orange, Florida in accordance with the specifications contained in this ITB as described herein.

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 if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids to include one (1) original written copy, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.
Date of Distribution: ..... April 7, 2017
Mandatory Pre-Bid Conference ..... April 21, 2017 at 10:00 A.M.
Deadline for Questions: ..... April 28, 2017 by 5:00 P.M.
Final Addendum Posting: ..... May 1, 2017 by 5:00 P.M.
Bids Due: ..... May 5, 2017 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award ..... To Be Determined.

Bids must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: David Battaglia Purchasing Agent, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors 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 Vendor
d) Address of Vendor

Due to the timing of mail service, the City Cautions Vendors to assure 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.

Vendors 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. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP 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.

MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conference and site visit for the project 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 Vendors must attend. All attendees to the Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of submitted bids.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB #17-12 TIMBER HARVESTING" 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:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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. Vendors 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. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement 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 Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor'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. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of two (2) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors 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 Vendors 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 Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are 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 price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor 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 Vendors. 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. Vendors 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 ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the 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. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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 Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section 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 VENDOR(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 conduct of business.

(d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor 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 for 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

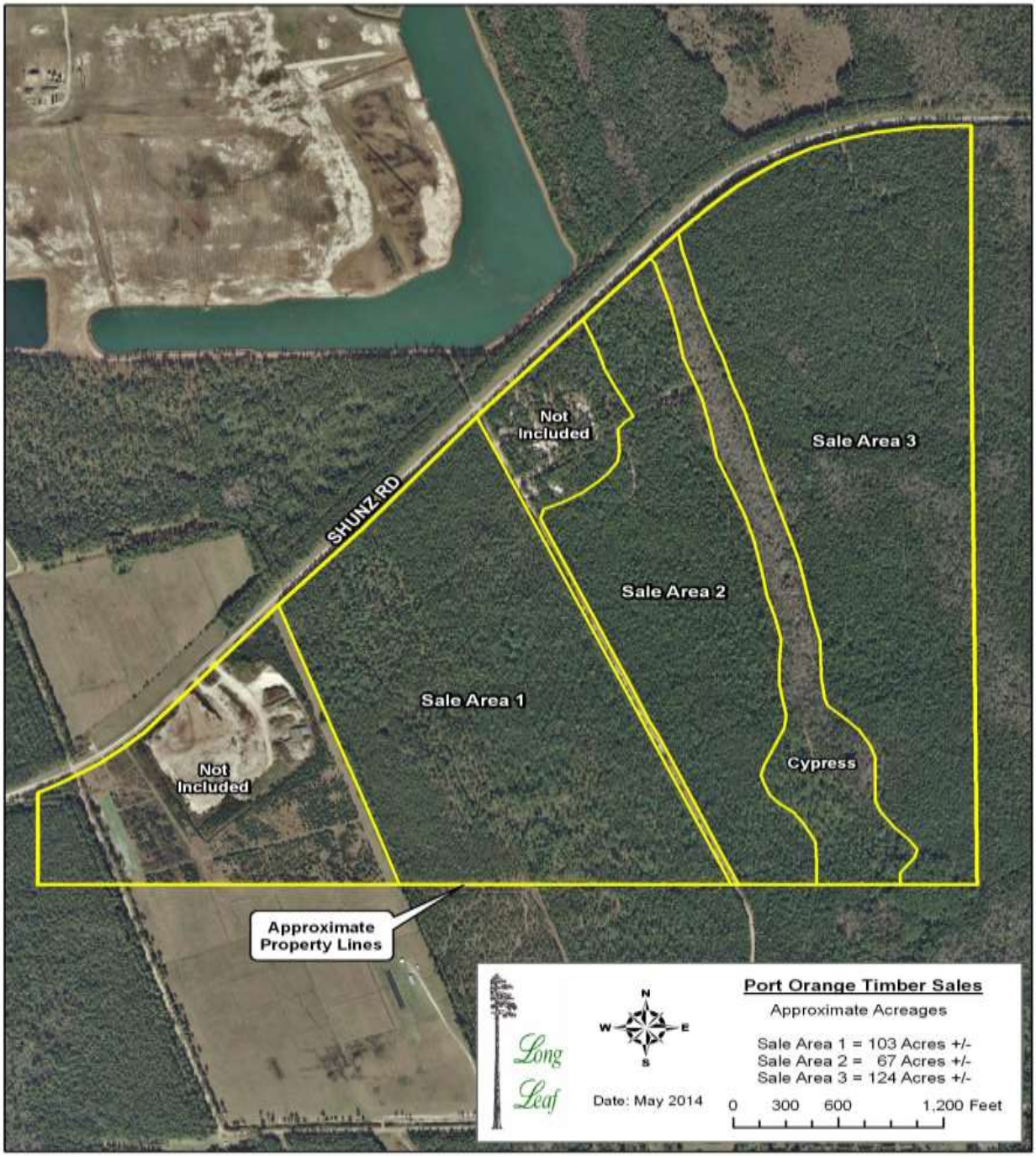
PROJECT DESCRIPTION:

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) to sell and have harvested timber on approximately 466 acres off Shunz Road located in Port Orange, Florida in accordance with the specifications contained in this ITB as described herein.

SPECIFICATIONS:

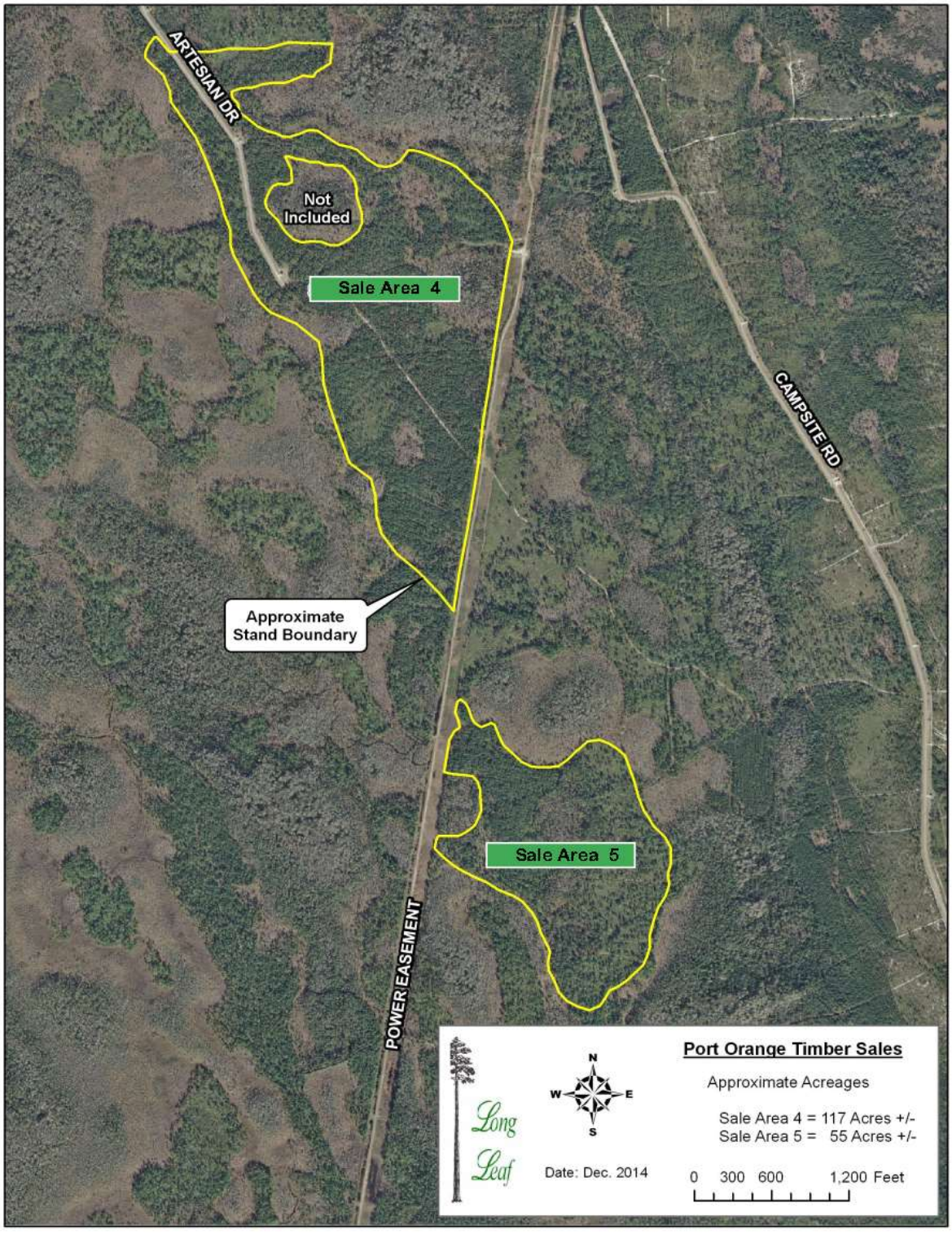
- The contractor will be responsible for all costs associated with cutting, removing, transporting, and the sale of timber from City property. The goal is to thin the forested portions of the property, not total clearing.
- Sale will be based on a per ton basis. A sequentially numbered, three part, load ticket security system with a lock box will be used with this sale for timber accountability. The City Forester shall supply the lock box.
- The timber sale is divided into five (5) sale areas. When one area is successfully harvested, the second will be made available for harvest. The decision to proceed will be at the City's sole discretion and based on the harvester's performance in the previous area.
- The sales area boundary is marked with orange paint.
- Trees to be protected from the harvest are marked with blue paint in areas 1-3
- Trees to be cut are not marked in sales area 1-3.
- In sales areas 4 and 5 trees to be removed are marked with red paint.
- All trees shall be severed as low to the ground as practical and all stumps will be cut five (5) inches or less in height above the original ground line.
- Trees may not be left hanging on other trees.
- Roads shall be inspected daily and left free of tree tops and limbs.
- All litter aside of tree branches resulting from the logging operation must be removed from the woods.
- Loggers are prohibited from carrying firearms and/or hunting on the property.
- No cypress or hardwood are included in this sale.
- Trees will be clearly marked to indicate that they are staying and not to be cut.
- Harvest areas are subject to wet conditions. In order to prevent damage to the residual stand, harvesting may be suspended under wet conditions. Upon the contractor's request, wet weather harvesting extensions may be granted by the City with a written wet weather harvesting authorization.
- A bid deposit of two thousand dollars ($2,000.00) in the form of a certified check or bond is required to accompany the bid. The bid deposit of the successful bidder will revert to a damage deposit upon execution of a contract. All unsuccessful bid deposits will be returned to the bidders within five (5) business days of the opening date.
- Each bidder will provide at least two (2) references of past thinning operations accomplished within the past two years.
- A mandatory Pre-Bid meeting and site visit is required.
- Contract documents will become available in view in addendum No.1

TIMBER SALES AREAS 1-3



(Natural Pine areas)-Trees to be protected from the harvest are marked with blue paint. Sales boundaries are marked with orange paint.

TIMBER SALES AREAS 4 & 5



(Planted Pine)-Trees to be removed are marked with red paint. Sale boundaries are marked with orange paint.

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 for a 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. (See also "Vendor")

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 offerors 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 vendors 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 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 Onvia/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 vendors 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 vendors 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. **Onvia/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 Vendors 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 employment or 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 Vendor 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 vendors requesting qualifications of the vendor 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 vendors 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 (Vendor)** is a vendor 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 (Vendor)** is a vendor 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 vendor 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 vendors 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 vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor'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.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

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 vendor. 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. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" 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 Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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. Vendors 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 this Response to a Formal Solicitation, the Vendor 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 this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor 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 tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor 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 Vendor 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 Vendor 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 the Vendor 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 the Vendor 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 the joint venture, 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 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 request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee 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 Policy.

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 Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals 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, Contract, proposal 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 to the highest 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 office of the Owner, within the time specified

10. **BID RETURNS**

Vendors 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 Vendors 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 period 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 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 protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor 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 a Certificate Holder prior to execution of the contract.

15. **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 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.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was 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. Contractor 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. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor 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 City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor 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 Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **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 vendors, 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 vendor 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 notice 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.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor'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.

21. **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.

22. **CONTRACT**

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

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 Vendor. 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 Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor 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 Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

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 Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES (IF APPLICABLE)**

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 Vendor 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 vendor in default.

Upon approval of a contract, the vendor 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, Vendor 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 Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF HIGHEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the highest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer 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/Proposer 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.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor 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 Vendor. 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 Vendor 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.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor 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/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer 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/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **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.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the

Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor 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 Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his 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 Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors 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 Vendor 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.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors 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.

42. **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.

43. **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.

44. **GOVERNING LAW**

Vendors 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 $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **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 vendor/provider 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*.

46. **HIPAA COMPLIANCE**

The Vendor 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 Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor 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 vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor 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 Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor'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 Vendor 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**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company**.**

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor 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.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor'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. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work 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 automobiles.	Auto Liability Body Injury: $100,000 each person, $300,000 each occurrence. Property Damage Liability $100,000 each occurrence.	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage

54. **INVOICES AND PAYMENTS (IF APPLICABLE)**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. 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 Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **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.

57. **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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor 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 Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of 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 he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids
   (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) per ton of the highest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or higher than the amount of the original low bid. The bid shall then be awarded to the highest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) per ton of the highest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or higher than the amount of the original low bid. The bid shall then be awarded to the highest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) per ton of the highest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or higher than the amount of the original low bid. The bid shall then be awarded to the highest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

(3) Florida business shall be granted up to three percent (3%) of the available points.

(4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. 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.

63. **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. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **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.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor 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.

66. **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 Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **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.

68. **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.

69. **OTHER AGENCIES**

(a) All Vendors 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 Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal 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. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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. 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 Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal 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.

73. **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.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) 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 Pricing/Delivery Information 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 Vendor 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, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **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 cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY 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 Vendor 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.

77. **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 Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **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.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor 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 Vendors will not be able to procure a copy of their competitor's 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 vendor, or where a vendor answers questions. In other words, neither Vendors, 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 Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY (IF APPLICABLE)**

The successful Vendor 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 Vendor. 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.

82. **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.

83. **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.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

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 agent 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.) (Only applicable in lowest bids and does not pertain to reverse bids with a highest price set with a reserve)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **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.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **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 Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors 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.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response 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 Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

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.
The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **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.

96. **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.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, 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 Vendor, 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 Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **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.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors 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 Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor 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: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, 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 2:30 p.m. on the date indicated in the Solicitation documents or as addenda 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 Responses deemed non-responsive will be returned to the Vendor 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 and name of the Vendor.

100. **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 Vendor 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 Vendor shall provide follow-up evidence that the Vendor 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 http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors 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 Vendor 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.

103. **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.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor'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.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor 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 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 Vendor 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 Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **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 Vendor 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.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where 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.

109. **USE OF SOLICITATION FORMS**

The Vendor 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 Vendor's Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor 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.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

b. The Vendor 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 Vendor.

c. In furnishing the service or product to the City, the Vendor 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, Contract, proposal or quote.

112. **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 Vendors, 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 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)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product 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 Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

RESERVE

The City has set a reserve amount for the subject sale of timber. Bids submitted in an amount less than the City's established minimum reserve amount shall not be accepted and shall be deemed non-responsive.

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be an initial one (1) year term with two (2) one year renewal options. Project will begin from the notice to proceed.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the goods and services described in this ITB. Please provide eligibility experience with your submittal.

AWARD:

Award will be determined by the highest, responsive, responsible bidder.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Vendor's Acknowledgement

_____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 7.4 – Drug Free/Tie Preference Statement

_____ Form 7.5 – Public Entity Crimes Statement

_____ Form 7.6 – Affidavit of Anti-Collusion

_____ Form 7.7 – Authorized Signatures/Negotiators

_____ Form 7.8– Statement of Vendor's Qualifications

_____ Form 7.9 – Professional References for Previous Experience

_____ Form 7.10 – Listing of Subcontractors

_____ Form 7.11 – Vendor Application

_____ W-9 Form

_____ Form 7.12 – Local Business Affidavit of Eligibility

_____ Form 7.13 – Conflict of Interest Form

_____ Attachment 1 – Bid Proposal

_____ Bid Deposit

_____ Copy of Insurance Certificate

_____ Sealed bids to include one (1) original written copy, in conformance with the detailed submittal instructions.

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, 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 Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) 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 Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / 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 Vendor interested in said ITB; and that the undersigned executed this Vendor'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 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
_____	_____
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
_____	_____
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

_____
Notary Public

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 Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer 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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[*Notary: Please select one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS 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: _____ ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'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 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor.

B. Permanent main office address.

C. Date organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment currently owned or leased.

L. Experience in work similar to this type of project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit currently available: $_____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[Notary: Please select one]
□ 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 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is 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 two (2) 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 or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

2. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

3. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor 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 Vendor shall not substitute subcontractors without approval from the Engineer. Vendor 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 7.11 – VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange Date: _____

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) #

E-MAIL ADDRESS: _____
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated:_____ Year:_____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also, include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title:_____

Commodity/Services _____
_____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–		–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		–							

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).

4. 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 on page 4.

Sign Here | Signature of U.S. person | Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

[Remainder of this page left intentionally blank]

FORM 7.12 – 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 State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: ____

MAILING ADDRESS: _____

CITY-STATE-ZIP: ____

Length of Time at Address Provided: _____

Physical Presence of Business: □ Headquarters, □ Manufacturing Facility, or □ Locally Owned Franchise

And within Legal Boundaries: □ The City of Port Orange □ Volusia County □ The State of Florida

FEIN *(Federal Employer Identification Number)*:_____

BUISINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship

□ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the highest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the highest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the highest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

_____

SIGNATURE OF NOTARY PUBLIC

THIS_____DAY OF_____, 20___

My Commission Expires: _____

_____

SIGNATURE OF AFFIANT DATE

_____

PRINTED NAME OF AFFIANT / TITLE

_____

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CONFLICT OF INTEREST

ITB 17-12
TIMBER HARVESTING

a. VENDOR NAME: _____

b. PHYSICAL ADDRESS: _____

c. MAILING ADDRESS:_____

d. CITY, STATE, ZIP CODE: _____

e. TELEPHONE NUMBER: (_____)_____

1. CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
OR
[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

CERTIFICATION

This statement is submitted by: Name (print) _____

_____ _____
Signature Date

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
TIMBER HARVESTING

ITB # 17-12

Completed Exhibit 1 Bid Propsal form MUST be included with Bid Submission
Instructions to save Attachment from demandstar website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	TIMBER HARVESTING	PRICE PER TON
1	MULCH (Minimum DBH 2")	$ -
2	PINE PULPWOOD (Minimum DBH 4" top diameter 3")	$ -
3	PINE CHIP AND SAW (Minimum DBH 8" top diameter 5" minimum length 25')	$ -
4	PINE SAW TIMBER (Minimum DBH 11" top diameter 7" minimum length 25')	$ -
CYPRESS OR HARDWOOD IS NOT INCLUDED WITH SALE. ACTUAL TOTAL TONNAGE TO BE DETERMINED BY WEIGHT TRUCK.		

This document must be completed and returned with your Submittal

End of Solicitation Documents

TIMBER HARVEST COST COMPARISON

ITB NUMBER: ITB #17-12
ITB TITLE: Timber Harvest
OPENING DATE/TIME: Friday, May 5, 2017

		Response 1	Response 2	Response 3
Submittal Required Forms (mark "yes" or "no")		Alford Timber Inc. of Palatka, Florida	Cremer Wood Inc. of Palatka, Florida	Gator Timber & Land LLC of Bostwick, Florida
Submittal Required Forms (mark "yes" or "no")		Vendor A	Vendor B	Vendor C
1	Form 7.1 Submittal Checklist	YES	YES	YES
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES
3	Form 7.3 Addendum & Change Order Acknowledgment	YES	YES	YES
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES
7	Form 7.7 Authorized Signatures/Negotiators	YES	YES	YES
8	Form 7.8 Statement of Vendors Qualifications	YES	YES	YES
9	Form 7.9 Professional References	YES	YES	YES
10	Form 7.10 Listing of Subcontractors	YES	YES	YES
11	Form 7.11 Vendor Application Form & W-9	YES	YES	YES
12	Form 7.12 Local Business Affidavit of Eligibility	YES	YES	YES
13	Form 7.13 Conflict of Interest Form	YES	YES	YES
17	Attachment 1-Bid Proposal	YES	YES	YES
18	Bid Deposit	YES	YES	YES
19	Copy of Insurance Certificate	YES	YES	YES
	1 Original	YES	YES	YES
	Deemed Responsive?	YES	YES	YES

	BID PRICE PER TON	BID PRICE * PERCENTAGE	SUM OF E31 THROUGH E34	BID PRICE PER TON	BID PRICE * PERCENTAGE	SUM OF H31 THROUGH H34	BID PRICE PER TON	BID PRICE * PERCENTAGE	SUM OF K31 THROUGH K34
MULCH (Minimum DBH 4") - 2%	$ 10.16	$ 20.32	$ 1,039.36	$ 2.00	$ 4.00	$ 657.86	$ 2.00	$ 4.00	$ 818.00
PINE PULPWOOD (Minimum DBH 4" top diameter 3") - 94%	$ 10.16	$ 955.04		$ 6.29	$ 591.26		$ 8.00	$ 752.00	
PINE CHIP AND SAW (Minimum DBH 8" top diameter 5" minimum length 29') - 2%	$ 16.00	$ 32.00		$ 12.90	$ 25.80		$ 13.00	$ 26.00	
PINE SAW TIMBER (Minimum DBH 11" top diameter 8" minimum length 29') - 2%	$ 16.00	$ 32.00		$ 18.40	$ 36.80		$ 18.00	$ 36.00	

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: O.T. Powell Buyer

Mandatory Pre-Bid Conference Sign-In Sheet

Friday April 21, 2017 10:00 A.M.

ITB17-12
Timber Harvesting

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
386-506-5718
purchdiv@port-orange.org

#	Name	Title	Company	Phone	Email
1	O.T Powell	Buyer	City of Port Orange	386-506-5717	opowell@port-orange.org
2	David Battaglia	Purchasing Agent	City of Port Orange	386-506-5704	dbattaglia@port-orange.org
3	Mike Barican	Forester	Cremer Wood Inc	386-937-0447	cremerwoodinc@bellsouth.net
4	Bill Player	Buyer	Alford Timber	(386) 937-5552	CATHERYN CLARK@GMAIL.COM
5	Shell Lorenzen	Area Forester	Green Timber Land	386-336-3527	GREENTIMBER.SHELL@AOL.COM
6	Linda Johnson	R/W Agent	City of Port Orange	3865065755	ljohnson@port-orange.org
7	Steve Eyer	City Forester	" " " "	386-956-8133	Steve@longleafforest.com
8	Lynn Stevens	PW DIR	" "	386 506 5759	
9					
10					
11					
12					
13					
14					
15					

Mandatory Pre-Bid Site Visit Sign-In Sheet

Friday April 21, 2017 10:00 A.M.

ITB17-12
Timber Harvesting

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
386-506-5718
purchdiv@port-orange.org

#	Name	Title	Company	Phone	Email
1	O.T Powell	Buyer	City of Port Orange	386-506-5717	opowell@port-orange.org
2	David Battaglia	Purchasing Agent	City of Port Orange	386-506-5704	dbattaglia@port-orange.org
3	Shell Lorenzen	FORESTER	Gator Timber & Land	386-336-3527	GatorTimber.shell@aol.com
4	Mike Barican	Forester	CremerWood Inc	386-937-0447	cremerwoodinc@bellsouth.net
5	Bill Player	Buyer	ALFORD TIMBER	937-5552	
6	Lynn Stevens	PU DIR	COPO	506 5759	
7	[illegible]	Forester	Long Leaf	386-956-8733	
8					
9					
10					
11					
12					
13					
14					
15					

FORM 7.11 – VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange

Date: _____

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: Alford Timber, Inc

ADDRESS: 3814 Reid Street

CITY: Palatka STATE: Florida ZIP CODE: 32177

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 386-325-7330 FAX # 386-325-5177

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: Charles E Alford Jr

TITLE: President

FEDERAL I.D. (F.E.I.N.) #: 59-1297672

E-MAIL ADDRESS: Kathryn.a.clapp@gmail.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☑ Y ☐ N State Incorporated: Florid Year: 1964

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☑ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also, include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: Charles E. Alford Jr Title: President

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Alford Timber, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3816 Reid Street

Requester's name and address (optional)

City, state, and ZIP code
Palatka Fl 32177

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
59 - 1297672

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).
4. 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 on page 4.

Sign Here — Signature of U.S. person: Charles Alford Jr — Date: May 5, 2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2017

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 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 Bates Hewett & Floyd Insurance Agency 3400 Crill Avenue, Suite 2 Palatka FL 32177	CONTACT NAME: DeeDee Germany PHONE (A/C, No, Ext): (386) 328-1100 FAX (A/C, No): (386) 329-1100 E-MAIL ADDRESS: deedee@bates-hewett.com
INSURED Alford Timber, Inc. 3816 Reid Street Palatka FL 32177	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AmTrust North America INSURER B : Westfield Insurance 1 — 24112 INSURER C : Bridgefield Employers Ins. Co INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1617wcglauto **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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			WPP1152055-00	9/1/2016	9/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CWP0689275	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 300,000
	___ UMBRELLA LIAB EXCESS LIAB DED RETENTION $						OCCUR CLAIMS-MADE EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		830-55912	9/1/2016	9/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

(386) 506-5711

City of Port Orange
Purchasing Division
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

D Dee Germany/DEEDEE

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B7e) Ratification of Emergency Purchase of Generator for Fire Station #71 with Cummins

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to ratify the emergency purchase of and installation by Cummins of a new 150KW generator and transfer switch at Fire Station 71.

SUMMARY:

In accordance with the City's emergency procurement code and the authority granted in the code to the City Manager, an emergency purchase and installation of a new 150KW generator and transfer switch at Fire Station 71 is being procured to replace the existing generator through a contract with Cummins Power South.

The generator has been experiencing mechanical failure and subsequent repairs for the past year. As of June 1, 2015, in FY2017, more than $7,000 has been spent in repairs yet various generator components continue to break down. The generator is no longer dependable. A City owned portable generator has been hooked up to the transfer switch at Fire Station 71 to provide a reliable source of power in the event there is an outage or emergency until a permanent generator can be procured.

The estimated price is $55,120.00. In addition, an estimated $5,000.00 is needed for an independent evaluation to be completed by a licensed contractor and for permit fees. The total of amount requested for the generator, installation, evaluation and permitting is $60,120.00. The use of fund balance for this purchase is included in Budget Resolution 17-19.

A second higher quote of $ 56,026.00 for a new generator and installation was received from Ring Power and is attached.

Project No.: OBM011 (new) Funding Account No.: 50642005396400
50600002720000

ATTACHMENTS:

1.	Cummins Power South-Executed Change Order No. 2	Cummins Power-CO-Generator.pdf
2.	Cummins Power South-Quote	Cummins Power.pdf

3.	Ring Power Quote	Ring Power Generator Quote.pdf

Robin Fenwick	Created/Initiated - 06/01/2017
Alyssa Walker	Approved - 06/01/2017
Mike Silvey	Approved - 06/01/2017
Branford Adumuah	Approved - 06/01/2017
Tracey Riehm	Approved - 06/05/2017
Margaret Roberts	Approved - 06/05/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

CHANGE ORDER NO. 2
To Piggyback Agreement, dated December 11, 2015
CUMMINS POWER SOUTH, LLC, Contractor

Project: Fire Station #71 Emergency Backup Generator

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $66,463.82	Original Contract Times Substantial Completion: ___ days Final Completion ___ days
Net changes from previous Change Order: No. 1: $25,000.00	Changes in contract time from previous Change Orders: No. _: ___ days ___ days
Contract Price prior to this Change Order: All Fiscal Years $91,463.82	Contract Completion Date prior to this Change Order: Final Completion: ___ date
Net Increase (decrease) of this Change Order No. 2: FY 2017 Only $55,120.00	Changes in contract time requested this Change Order No. __: (Requires Council Approval) ___days
Contract Price with all approved Change Orders: $146,583.82	Contract Times with all approved Change Orders: Final Completion: ___ date

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on December 11, 2015.

II. REQUIRED CHANGES: To replace and install an emergency backup generator for Fire Station #71, as more specifically stated on Cummins Power South, LLC Quotation No. 3726000000080506-71. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION:
The emergency backup generator provides power for overhead doors, alerting system, base radio system operations, refrigeration, and other station equipment and operations in the event of a power failure. Changes in scope require Council approval. Is this a scope change? Yes, for ratification.

IV. PAYMENT: Payment for this Change Order No. 2 shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed $55,120.00 for the Fire Station No. 71 emergency generator backup replacement. 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.

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:
PUBLIC WORKS
Department Project Manager

By: Branford N. Adumuah
Printed Name: Branford N. Adumuah
Title: Director of Public Works

Date Signed: 5/23/17

ACCEPTED BY:
CUMMINS POWER SOUTH, LLC
Contractor

By: Bradley J Zasa
Printed Name: BRADLEY ZASA
Title: VP FINANCE

Date Signed: 5/23/17

RECOMMENDED BY:
N/A
City's Representative

By: N/A
Printed Name:
Title:

Date Signed:

RECOMMENDED BY:
N/A
Engineer of Record

By: N/A
Printed Name:
Title:

Date Signed:

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Branford N. Adumuah
Printed Name: Branford N. Adumuah
Title: Director of Public Works

Date Signed: 5/23/17

City Manager

By: M.H.J.
Printed Name: M.H. Johansson
Title: City Manager

Date Signed: 5-24-17

If Council approval is required:

By: N/A
Printed Name: Donald O. Burnette
Title: Mayor

Date Signed:

Affirmed:

Robin L. Fenwick, CMC, City Clerk

Date Signed: 5/24/17

Our energy working for you.™

Power Generation

Quotation

CUMMINS POWER SOUTH LLC
321 SW 52 Avenue
Ocala FL 34474 United States
Direct: 407-908-2493
April 12, 2017

Project Name: Port Orange Fire Station #71

Quotation: 3726000000080506-71

Thank you for your inquiry. We are pleased to quote as follows:

USD

Item	Description	Qty
Generator	Cummins, 208V, DSGAC 150kW	$40,340.00
Transfer Switch	400-amp, 208V, Nema1	$3,200.00
Freight and Rigging	Deliver Equipment, Evacuate Old, Set new in place	$3,500.00
Demolition	Disconnecting and removing old equipment	$3,400.00
Install	Installation of New Equipment	$4,680.00

Grand Total **$55,120.00**

Note:

- All prices are best guess estimates for budgetary purposes.
- A thorough review by a licensed engineer and licensed Contractor are recommended.
- Prices are budgetary and not for sale or execution of purchase.

Submitted by

Marc Myers
marc.myers@cummins.com
Mobile: 407-908-2493

Our energy working for you.™

Power Generation

Quotation

CUMMINS POWER SOUTH LLC
321 SW 52 Avenue
Ocala FL 34474 United States
Direct: 407-908-2493
April 12, 2017

Project Name: Port Orange Fire Station #71

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Grand Total **$55,120.00**

Note:

- All prices are best guess estimates for budgetary purposes.
- A thorough review by a licensed engineer and licensed Contractor are recommended.
- Prices are budgetary and not for sale or execution of purchase.

Submitted by

Marc Myers
marc.myers@cummins.com
Mobile: 407-908-2493

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	4752 Capital Circle NW	6202 N US 301/441	9901 Ringhaver Dr.	9797 Gibsonton Dr
St. Augustine, FL 32092	Tallahassee, FL 32303	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33569
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 5/22/17

QUOTATION NO: JB17068

CUSTOMER NAME: City of Port Orange
ADDRESS:
CITY/STATE/ZIP: , FL
CONTACT: Jeff Fontane
PHONE: 386-506-5579
E-MAIL: jfontane@port-orange.org

ESTIMATED SHIPPING LEAD TIME: **12-16 weeks after approved submittal**
SHIPPING VIA/FOB: Jobsite
ESTIMATED SUBMITTAL LEAD TIME: **3-4 weeks**
JOBSITE ADDRESS: S. Ridgewood
CITY/STATE/ZIP: Port Orange FL
PROJECT NAME: Fire Station 71 Generator

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the NJPA consortium CAT Contract # 080613-CAT. For your reference, your NJPA Member ID is 29680

One (1) New Caterpillar Diesel Generator - Model D150, Rated 150 KW standby at 0.8 PF, 120/208 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

UL Listed 2200 Packaged Genset, NFPA 110 upgrade
Main UL circuit breaker, 400 Amp shunt trip generator mounted
CAT EMCP 4.2 Control panel with safety shutdowns, Engine controls and gauges
Remote Emergency Stop – Break Glass
Caterpillar Integrated Voltage regulator

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: *Jake Bechtol*

Jake Bechtol, EPG & Industrial Engine Sales.

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

ADEM Governor
Remote Annunciator
Integrated Voltage Regulator
Jacket water heater
Battery charger UL 10 amp
2 O & M Manuals

Factory Level 2 Sound Attenuated Steel Enclosure

Factory Fuel tank - 404 Gallons

No Charge - 4 Year / 2000 hour / $0 deductible Caterpillar Platinum level Extended Service Coverage
Upgrade to 5 Years / 2500 hour / $0 deductible Caterpillar Platinum level Extended Service Coverage – OPTIONAL

- Includes All as shipped consist from the factory with Caterpillar part numbers excluding:
Filters, fluids, vee belts, hoses, power take-offs, paint, batteries and clutches.

- Includes Generator Rental for repairs in excess of 48 hours

Total LIST Price for Above for CAT Items	**$ 57,286.00**	
NJPA DISCOUNT – 35% off of List Price	($20,501.00)	
CAT Genset Price with NJPA Discount	**$36,785.00**	**$36,785.00**
CAT DEALER ADDITIONS – All receive 5% off List Price per NJPA		
• Freight to site – Factory to Ring Power, Ring Power to site		$2,250.00
• Installation – Ring Power to:		$9,844.00
◦ Disconnect Electrical & Fuel Lines of existing unit for removal		
◦ Install New Generator on existing pad		
◦ Re-connect new Generator Electrical. Includes re-using existing cable to the ATS.		
◦ Anchor New Generator to existing Concrete Slab		
• Delivery - Offloading & Crane		$2,367.00
◦ City to have truck on stand-by to load the existing unit for removal		
• Startup – Testing, Load Bank and One Day Training to Personnel		$2,520.00
• One (1) New ASCO Series 3ATS, Automatic Transfer Switch		$2,260.00
◦ NJPA Discount, plus Additional ASCO Discount		
◦ 400 amp, 480 volts, 3 pole		
◦ UL 1008 Certified		
◦ NEMA 1 Enclosure		
TOTAL NET PRICE PER NJPA CONSORTIUM CONTRACT# 080613-CAT		**$56,026.00**

Purchase orders must include the current NJPA Contract Number 080613-CAT

Ring Power invoices in full for Equipment & Services at the time of delivery. If installation and/or Start-up Services need to be invoiced for separately please advise. A schedule of values will be provided prior to the Purchase Order process to avoid payment delays on equipment delivered.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Exceptions & Clarifications:

NOTE:

1. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges.
2. No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping is included.
3. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, etc…
4. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
5. No sales tax included
6. Proposal is based on information supplied by the Customer.
7. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
8. Ring Power will be supplying equipment as described in the attached documentation.
9. No equipment will be ordered without an approved Purchase Order.
10. Equipment shipped will be invoiced for at the time of delivery.
11. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs

Jake Bechtol

Jake Bechtol

Ring Power Corporation
Electric Power Generation & industrial Engine Sales
(407) 472-6242 Office – (407) 438-0922 Fax – (321) 288-1242 Cell
jake.bechtol@ringpower.com

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B7f) Rejection of all bids for ITB #17-13 for Garnsey Water Plant Sludge Feed Pumps & Filter Backwash Upgrades

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION:

Move to reject all bids for ITB #17-13, Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades.

SUMMARY: The Public Utilities Department requests City Council approval to reject all bids for ITB #17-13 Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades.

The purpose of this request is to reject all bids received for ITB #17-13 in accordance with City Purchasing Policy Sec 2-264 and 265.

On March 13, 2017, the city advertised a bid request for the Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades. On April 28, 2017, purchasing received three bids. All three bids were considerably over the budgeted amount of $1,254,375.

The project is designed to replace the existing aging sludge and filter pumps and upgrade the backwash control system to increase the efficiency of the treatment process.

Staff believes that slight modifications to the specifications will not negatively impact the project and will bring the prices in line with the budgeted amount. Therefore, staff recommends rejection of all bids un ITB 17-13 and reissuing the bid request.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Department Justification Memo	Public Utilities Department Memo - ITB 17-13 GWP Reject.pdf
2.	ITB 17-13 Notice to Reject All Bids	ITB_17-13_Notice_Of__Intent_(05-08-17) (1).pdf
3.	ITB 17-13 Sign In	ITB 17-13 Sign in.pdf

4.	ITB 17-13 Original Bid Doc	ITB 17-13 GWP Sludge Feed Pumps and Filter Backwash Orig bid.pdf
5.	ITB 17-13 Addm No 1 Orig	ITB 17-13 Addendum No 1.pdf
6.	ITB 17-13 Tabulation	ITB 17-13 Tabulation Sheet (04.28.17) Garnsey Water Plant.pdf

Julia Wiggins	Created/Initiated - 05/23/2017
Julia Wiggins	Approved - 05/23/2017
Rick Wilson	Approved - 05/23/2017
Lynn Stevens	Approved - 06/01/2017
David Battaglia	Approved - 06/05/2017
Margaret Roberts	Approved - 06/05/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

City of Port Orange

Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: June 1, 2017

SUBJECT: Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades, ITB 17-13 – Rejection of Bids

REQUEST:
The Public Utilities Department requests City Council approval to reject all bids for ITB #17-13 Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades.

PURPOSE:
The purpose of this request is to reject all bids received for ITB #17-13 in accordance with City Purchasing Policy Sec 2-264 and 265.

CONSIDERATION:
On March 13, 2017, the city advertised a bid request for the Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades. On April 28, 2017, purchasing received three bids. All three bids were considerably over the budgeted amount of $1,254,375.

The project is designed to replace the existing aging sludge and filter pumps and upgrade the backwash control system to increase the efficiency of the treatment process.

Staff believes that slight modifications to the specifications will not negatively impact the project and will bring the prices in line with the budgeted amount. Therefore, staff recommends rejection of all bids un ITB 17-13 and reissuing the bid request.

FUNDING:
Project WWP003
Account Number 401-0300-536-6397 and 403-0200-533-6397

RECOMMENTATION:

Public Utilities recommends City Council approval to reject all bids for ITB #17-13, Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades.

ANTICIPATED SCHEDULE:

a.) Entry to Boardsync – June 1, 2017

ATTACHMENTS:

NOTICE OF INTENT TO REJECT ALL BIDS

ITB # 17-13

ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

May 08, 2017

On April 28, 2017 purchasing received three (3) bids for ITB 17-13 Garnsey Water Plant Filter Backwash Upgrades. After review of all bids submitted City staff moved to reject all proposals.This was based on all submittals coming in considerably over budget. City staff's position to reject all bids will be presented to City Council on June 20, 2017.

David Battaglia
Purchasing Agent

Mandatory Pre-Bid Conference Sign-In Sheet

Thursday March 30, 2017 10:00 A.M.

ITB17-13

GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
386-506-5718
purchdiv@port-orange.org

#	Name	Title	Company	Phone	Email
1	O.T.Powell	Buyer	City of Port Orange	386-506-5717	opowell@port-orange.org
2	David Battaglia	Purchasing Agent	City of Port Orange	386-506-5704	dbattaglia@port-orange.org
3	MIKE STEFFEN	PROJECT MANAGER	SAWCROSS, INC	904.751.7500	MIKEJS@SAWCROSS.COM
4	Richard Fredrick	Owner	A Electric Co	386 34-1692	rich4oil@att.net
5	Celine Oskandy	Project Eng.	LT Construction	321-972-9325	coskandy@LTconstructs.com
6	JASON DeGAGLIN	PROJECT MGR	TLC Div	561-478-2025	Bids@TLCDiv.com
7	TODD LEALY	ESTIMATOR	USWATER SERVICES	352-504 7024	tlealy@uswatercorp.net
8	Adam Souillard	Project Eng	SBS Contracting Svc	352 2810078	seth@sgscsi.com
9	JOHN JUSTUS	PROJECT MANAGER	McMAHAN CONST.	386-734-1071	jejmeciebellsouth.net
10	ERIC JORDAN	SALES ENGINEER	FJ NUGENT	386-225-5250	ERIC@NUGENTCO.COM
11	Chris Hopper	Sales Rep	United Rentals Pumps	813-215-5835	chopper@ur.com
12	GEOFF SCHMIDT	VP	FLORIDA DESIGN CONTRACTORS	561-845-1233	BIDS@FLORIDADESIGNCONTRACTORS.COM
13	Reva Jordan	Assistant	RTD Construction, Inc	813-783-9119	bids@rtdconstruction.com
14	Josh Sacks	Project Manager	Carr & Collier inc.	352-314-3625	ccincpm@gmail.com
15	Kevin Lee	Project Manager	QLH	386-761-6810	klee@qlha.com

Mandatory Pre-Bid Conference Sign-In Sheet

Thursday March 30, 2017 10:00 A.M.

ITB17-13

GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
386-506-5718
purchdiv@port-orange.org

#	Name	Title	Company	Phone	Email
16	KENNY HO	ENGR.	CITY OF PORT ORANGE	(386)506-5754	KHO@PORT-ORANGE.ORG
17	Heather Knight [redacted]	Estimator [redacted]	Masci	386-322-4500	masciestimate@masciqc.com
18					
19					
20					
21					
22					
23					
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26					
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28					
29					
30					

Mandatory Pre-Bid Site Visit Conference Sign-In Sheet

Thursday March 30, 2017 10:00 A.M.

ITB17-13

GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
386-506-5718
purchdiv@port-orange.org

#	Name	Title	Company	Phone	Email
1	O.T.Powell	Buyer	City of Port Orange	386-506-5717	opowell@port-orange.org
2	David Battaglia	Purchasing Agent	City of Port Orange	386-506-5704	dbattaglia@port-orange.org
3	Kevin Lee	Proj. Manager	QLH	386-761-6810	klee@qlha.com
4	Richard Friedrich	owner	A Electric Co	386-34-1692	rich4oil@att.net
5	JOHN JUSTUS	PROJECT MANAGER	McMAHAN CONST	386-734-1071	jejmcciebellsouth.net
6	MIKE STEFFEN	PROJECT MANAGER	SAWCROSS, INC.	904.751.7500	MIKEJS@SAWCROSS.COM
7	GEOFF SCHMIDT	VP	FLORIDA DESIGN CONTRACTORS	561-578-1912	BIDS@FLORIDADESIGN CONTRACTORS.COM
8	Celine Oskandy	Project Eng.	L7 Construction	321-972-9325	coskandy@L7constructs.com
9	Adam Souillard	Project Eng	SBS Contracting Service	352 2810078	seth@SGSCSI.com
10	TODD LEALY	ESTIMATOR	US Water Service	352-504-7024	tlealy@uswaterworld.net
11	JASON DeGAGLIA	Project mgr.	TLC Div	561 478 2065	bids@TLCDiv.com
12	Reva Jordan	Assistant	RTD Construction	8137839119	bids@rtdconstruction.com
13	Josh Sasko	Project Manager	Carr & Collier inc.	352-314-3625	ccincpm@gmail.com
14	KENNY HO	GAGR	CITY	(386)506-5754	KH@PORT-ORANGE.ORG
15					

Mandatory Pre-Bid Site Visit Conference Sign-In Sheet

Thursday March 30, 2017 10:00 A.M.

ITB17-13

GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
386-506-5718
purchdiv@port-orange.org

#	Name	Title	Company	Phone	Email
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CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

ITB #17-13

City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: March 13, 2017

Bid Due Date and Time: April 28, 2017 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers

ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on April 28, 2017** 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 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Conference and site visit for the project at **10:00 A.M**. (local time) on **March 30, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the Mandatory Pre-Bid Conference and site visit. Failure to sign in and attend the entire Mandatory Pre-Bid Conference and site visit shall result in disqualification of the submitted bid. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting

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 shall be submitted with each submission

DESCRIPTION: *Replacement of four (4) progressive cavity sludge feed pumps along with filter backwash upgrades. The backwash upgrades include installing two (2) centrifugal pumps, two (2) vertical turbine pumps, two (2) electric actuators, and a new pump station building*

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 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES in the subject line. Last day for questions will be **April 7, 2017 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to

furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – March 13, 2017

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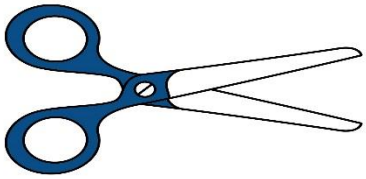
Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN

SEALED BID NO. **ITB #17-13**

BID TITLE: **ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES**

DUE DATE/TIME: **April 28 ,2017 at 2:30 pm**

SUBMITTED BY: _____

(Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of the replacement of four (4) progressive cavity sludge feed pumps along with filter backwash upgrades. The backwash upgrades include installing two (2) centrifugal pumps, two (2) vertical turbine pumps, two (2) electric actuators, and a new pump station building, as described herein.

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 if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: .....March 13, 2017
Mandatory Pre-Bid Conference .....March 30, 2017 at 10:00 A.M.
Deadline for Questions: ..... April 7, 2017 by 5:00 P.M.
Final Addendum Posting: ..... April 21,2017 by 5:00 P.M.
Bids Due: .....April 28, 2017 by 2:30 P.M.
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: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 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 Vendors 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 Vendor
d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure 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.

Vendors 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. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP 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.

MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conference and site visit for the project 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 Vendors must attend. All attendees to the Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend the entire Mandatory Pre-Bid Conference and site visit shall result in disqualification of submitted bids

No questions will be answered during the Site Visit. Any questions that Vendors have after the Site Visit must be submitted in writing following the instructions below in "Questions Regarding this ITB."

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB # and Title" 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:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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. Vendors 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. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement 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 Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor'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. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

Only the locked, fillable Excel document provided by the City with this ITB will be accepted for submittal of the Vendor's Bid/Cost/Fee Proposal. Any other form of submittal will be deemed non-responsive.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors 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. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors 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 Vendors 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 Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are 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 price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor 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 Vendors. 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. Vendors 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 ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the 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. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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 Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section 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 VENDOR(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 conduct of business.

(d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor 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 for 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

This Contract is for the construction of the City of Port Orange's "Garnsey WTP Sludge Feed Pumps & Filter Backwash Upgrades"

SCOPE OF WORK:

Replacement of four (4) progressive cavity sludge feed pumps along with filter backwash upgrades. The backwash upgrades include installing two (2) centrifugal pumps, two (2) vertical turbine pumps, two (2) electric actuators, and a new pump station building.

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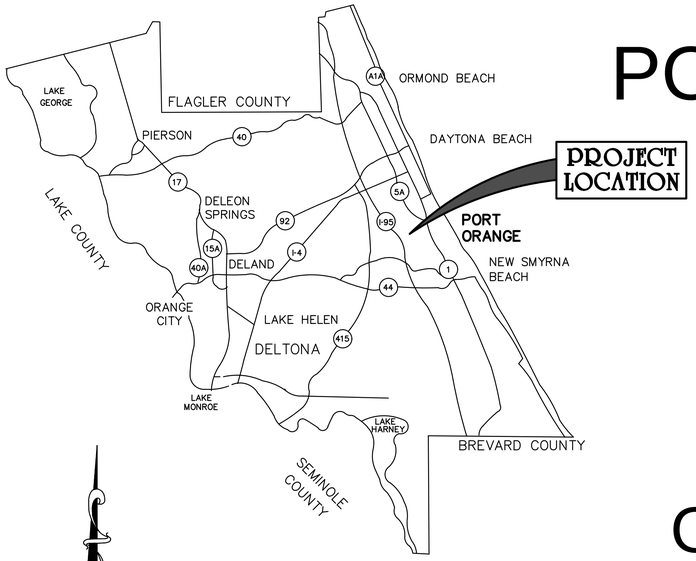
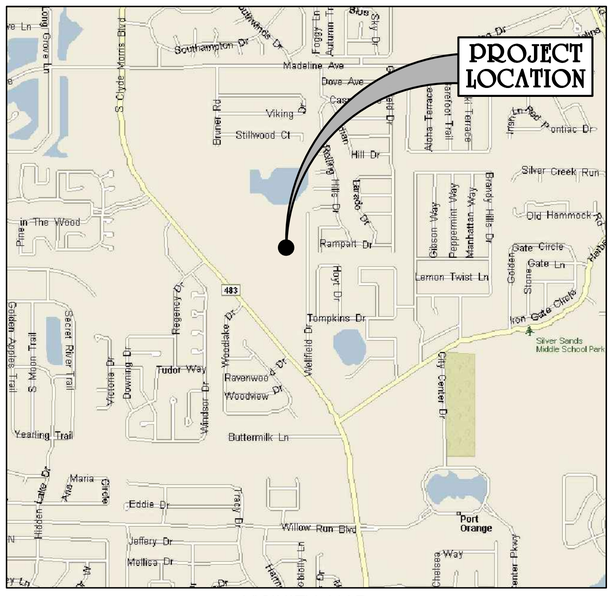
CITY of PORT ORANGE, FLORIDA



COUNTY MAP

GRAPHIC SCALE

1000 0 500 1000 2000



VICINITY MAP

(SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

ITB No. 17-13

MARCH 2017

BID SET

PREPARED BY:

QLH

Quentin L. Hampton Associates

Civil & Environmental Engineers

www.QLHA.com (386) 761-6810

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626

FAX 386 761- 3977

P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810

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3	YARD PIPING REMOVAL – DEMOLITION
4	PROPOSED YARD PIPING
5	BACKWASH AUGMENTATION PUMPS – MECHANICAL PLANS
6	BACKWASH AUGMENTATION PUMPS – STRUCTURAL PLANS – SECTIONS
7	BACKWASH AUGMENTATION PUMPS – ELEVATIONS
8	BACKWASH AUGMENTATION PUMPS – CONSTRUCTION DETAILS
9	BACKWASH RECOVERY PUMPS
10	SLUDGE FEED PUMPS
11	MECHANICAL DETAILS
E-1	PROPOSED ELECTRIC SITE PLAN
E-2	ELECTRIC DETAILS
E-3	PROPOSED BACKWASH AUGMENTATION BUILDING ELECTRIC
E-4	BACKWASH RECOVERY PUMPS ELECTRIC
E-5	SLUDGE FEED PUMPS ELECTRIC
E-6	ELECTRIC DIAGRAMS – NOTES
I-1	INSTRUMENTATION AND CONTROL SITE PLAN
I-2	INSTRUMENTATION AND CONTROL NOTES

ENGINEER OF RECORD: KEVIN A. LEE, P.E.

P.E. NO.: 71501

CITY OF PORT ORANGE PROJECT MANAGER: STEVE MILLER

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

S:\PO\PO0300 Garnsey WTP Sludge Feed Pumps & Filter Backwash Upgrades\Production\Design\CAD\PO0300_1 Cover.dwg, 3/3/2017 1:08:00 PM, smelendez

GENERAL PROJECT REQUIREMENTS:

1. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.

2. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.

3. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REPLACEMENT OF EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.

5. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR THAT IS IN THE VICINITY THEREOF, OR IS IN ANY WAY AFFECTED BY THE WORK; THE REMOVAL OF OR DESTRUCTION OF WHICH IS NOT CALLED FOR BY THE PLANS. WHEREVER SUCH PROPERTY IS DAMAGED DUE TO CONSTRUCTION ACTIVITIES OF THE CONTRACTOR, IT SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.

6. THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.

7. ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.

8. THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.

9. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.

10. THE CONTRACTOR SHALL DO ALL THAT IS POSSIBLE TO AVOID TREES, PARTICULARLY TREES 3" DIAMETER OR LARGER. NO TREE SHALL BE REMOVED UNLESS IN DIRECT CONFLICT WITH CONSTRUCTION AND DESIGNATED FOR REMOVAL BY THE ENGINEER.

11. DRAINAGE AND EROSION CONTROL DURING CONSTRUCTION AND RESTORATION. TEMPORARY PROVISIONS SHALL BE MADE TO INSURE THE PROPER FUNCTIONING OF ALL GUTTERS, SEWER INLETS AND DRAINAGE DITCHES.
EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. REFER TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE.

12. RIGHT-OF-WAY RESTORATION IS TO BE CONDUCTED CONCURRENTLY WITH CONSTRUCTION AS DIRECTED BY THE ENGINEERS. THE ENGINEER SHALL HAVE AUTHORITY TO SUSPEND CONSTRUCTION WORK WHEN RESTORATION IS NOT BEING ADEQUATELY PERFORMED.
ALL DISTURBED AREAS ARE TO BE RESTORED TO PRIOR EXISTING OR BETTER CONDITION.
ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH EXISTING SPECIES AND VARIETY OF GRASS. PIPE INSTALLATION UNIT PRICE SHALL INCLUDE RESTORATION AND SODDING TO EQUAL OR BETTER CONDITION.

13. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES IN ACCORDANCE WITH THE "U.S. DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST "FLORIDA DEPARTMENT OF TRANSPORTATION ROAD DEPARTMENT STANDARDS."
CONTRACTOR SHALL PROVIDE COUNTY AND F.D.O.T. WITH DRAWINGS FOR APPROVAL OF TRAFFIC CONTROL PLAN WITH DEVICES IN ACCORDANCE WITH SECTION 102 OF THE MAINTENANCE OF TRAFFIC PER F.D.O.T. STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.

14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE CONSULTING ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS, VALVES AND SERVICE.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER APPLICATION OF THRUST RESTRAINT SYSTEM TO PREVENT MOVEMENT OF PIPE AND FITTINGS.

16. NO FLANGED PIPE SHALL BE INSTALLED UNDERGROUND UNLESS SPECIFICALLY NOTED ON PLAN OR IN SPECIFICATIONS.

17. PIPE BEDDING SHALL BE CLASS I SOIL COMPACTED IN 6" LAYERS TO A HEIGHT OF 18" ABOVE PIPE, 12" LAYERS ARE ACCEPTABLE FROM 18" ABOVE PIPE TO FINISH GRADE, COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY. (AASHTO-T-180) PIPE TO BE LAID ON FIRM FOUNDATION.

18. COMPACTION TEST TO BE TAKEN AT POINTS ONE (1) FOOT ABOVE PIPE AND TWO (2) FOOT VERTICAL INTERVALS TO FINISH GRADE AND AT HORIZONTAL SPACING OF THREE HUNDRED (300) FEET.

19. ADEQUATE EXCAVATION, SHEATING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.

20. PROVISIONS FOR DEWATERING SHALL BE MADE TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING INSTALLED.

21. LENGTHS OF PIPE ARE APPROXIMATE ONLY AND EXACT LENGTHS ARE TO BE DETERMINED IN THE FIELD.

22. WATER PIPE TO BE N.S.F. APPROVED FOR POTABLE WATER USE.

23. WATER LINE TO BE HYDROSTATICALLY TESTED, FLUSHED AND BACTERIOLOGICALLY CLEARED IN ACCORDANCE WITH D.E.P. REQUIREMENTS.

24. DOUBLE STRAP/CORPORATION STOP, POLYETHYLENE TUBING AND CURB STOP REQUIRED FOR TESTING.
NUMBER AND LOCATION/D.E.P. AND COUNTY REQUIREMENTS.

25. ALL DRIVEWAYS TO BE REPAIRED TO EXISTING OR BETTER CONDITION.
ALL ASPHALT DRIVEWAYS SHALL BE SAWCUT AND REPAIRED.
OVERLAY ASPHALT DRIVES FROM EDGE OF ROAD OR BACK OF CURB TO RIGHT OF WAY LINE.
ALL CONCRETE DRIVES TO BE REPLACED FROM R/W LINE AND/OR NEAREST CONSTRUCTION JOINT TO EDGE OF ROAD OR BACK OF CURB.
ALL REPAIRS/OVERLAYS SHALL BE CONCRETE.
CONCRETE DRIVES ARE 6" THICK 3000 PSI CONCRETE UNLESS OTHERWISE NOTED.
ADDITIONAL HOUSES, DRIVEWAYS AND SIDEWALKS MAY HAVE BEEN CONSTRUCTED SINCE THE SURVEY WAS COMPLETED. THIS NEW CONSTRUCTION IS NOT SHOWN ON THESE PLANS. PAYMENT WILL BE MADE FOR REPAIR OF DRIVEWAYS AND SIDEWALKS ACCORDING TO THE LINE ITEM AMOUNT IN THE SCHEDULE OF UNIT PRICES.

26. PAVEMENT OVERLAY PRICING SHALL INCLUDE VALVE BOX AND MANHOLE ADJUSTMENT AND PAVEMENT RESTRIPPING.

27. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL COUNTY LOCATES SHALL BE THROUGH THE ENGINEER'S REPRESENTATIVE.

28. UNDERGROUND UTILITIES AND STRUCTURES HAVE BEEN DETERMINED TO THE MAXIMUM EXTENT PRACTICAL WITHOUT "PRE-DIGGING" PROPOSED FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING UTILITIES AND OBSTRUCTIONS IN ADVANCE OF THEIR ACTIVITIES. CONTRACTOR SHALL HAND DIG TO EXPOSE CONFLICTS AS NECESSARY. REPAIRS TO EXISTING FACILITIES ARE THE CONTRACTOR'S RESPONSIBILITY.

29. MAINTAIN MINIMUM VERTICAL & HORIZONTAL CLEARANCES AS SHOWN IN STD. DETAILS. CONCRETE ENCASE WHERE CLEARANCES CANNOT BE MET.

30. CONTRACTOR SHALL MAKE PROVISIONS TO MAINTAIN DUST CONTROL ON A DAILY BASIS.

31. CONTRACTOR IS RESPONSIBLE FOR ALL CLEARING AND DISPOSAL NECESSARY FOR PIPELINE INSTALLATION.

32. AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL SUMBIT TO THE F.D.E.P. ON THE CITY'S BEHALF, THE NOTICE OF COMMENCEMENT FORM 62-343.900(3), F.A.C., INDICATING EXPECTED STARTING DATE OF CONSTRUCTION ACTIVITIES.

33. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE STORMWATER MANAGEMENT PORTIONS OF THIS PROJECT, THE ENGINEER SHALL SUBMIT THE CERTIFICATION OF CONSTRUCTION COMPLETION FORM 62-343.900(5), F.A.C., AND TWO (2) SETS OF RECORD DRAWINGS OF THE PROJECT AS ACTUALLY CONSTRUCTED.

34. ALL FASTENERS AND HARDWARE SHALL BE 316 S.S., UNLESS SPECIFICALLY NOTED OTHERWISE.

35. ALL ELEMENTS OF THE PROJECT, I.E. CIVIL, MECHANICAL, ELECTRICAL AND STRUCTURAL, SHALL SATISFY THE APPLICABLE CODE PROVISIONS, LATEST EDITION.

36. ELEVATIONS BASED ON NGVD 1929 DATUM.

GENERAL STRUCTURAL NOTES:

DESIGN CRITERIA

CODES: FLORIDA BUILDING CODE, LATEST EDITION
FLORIDA BUILDING CODE - BUILDING
FLORIDA BUILDING CODE - EXISTING BUILDING
FLORIDA BUILDING CODE - ACCESSIBILITY
FLORIDA BUILDING CODE - ENERGY CONSERVATION
FLORIDA BUILDING CODE - Fuel Gas
FLORIDA BUILDING CODE - MECHANICAL
FLORIDA BUILDING CODE - PLUMBING
FLORIDA FIRE PROTECTION CODE
NATIONAL ELECTRICAL CODE

REINFORCED CONCRETE:
WATER RETAINING STRUCTURES: ACI 350-01 "CODE REQUIREMENTS FOR ENVIRONMENTAL ENGINEERING CONCRETE STRUCTURES"

ALL OTHER STRUCTURES: ACI 318-11 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"

STRUCTURAL STEEL: AISC "LOAD AND RESISTANCE FACTOR DESIGN FOR STRUCTURAL STEEL BUILLDINGS" 2ND EDITION

DESIGN LIVE LOADS:

- PROCESS RELATED STRUCTURES:

STAIRWAYS	100 PSF
WALKWAYS	100 PSF
PROCESS SLABS ON GRADE	200 PSF

SUPERIMPOSED DEADLOADS

- ROOFS	AS NOTED
- FLOORS	AS NOTED

WINDLOADS

DESIGN WIND LOADS ARE IN ACCORDANCE WITH ASCE 7-10 USING THE FOLLOWING CRITERIA:

STRUCTURAL CATEGORY	=	III
BASIC WIND SPEED	=	150 MPH
IMPORTANCE FACTOR	=	1.00
EXPOSURE CATEGOR	=	C
INTERNAL PRESSURE COEFF.	=	+/-0.18 (ENCLOSED BUILDING)

COMPONENTS AND CLADDING PRESSURES, BASED ON THE ABOVE LOADING CONDITIONS ARE:

WALL ZONE 4	=	-49.8PSF	OR	+46.0 PSF
WALL ZONE 5	=	-61.3 PSF	OR	+46.0 PSF

ALL DETAILS APPLY TO SIMILAR SITUATIONS UNLESS SPECIFICALLY NOTED OTHERWISE ELSEWHERE.

CONCRETE 28-DAY STRENGTH

-COLUMNS, BEAMS, SLABS, WALLS, FOOTINGS 4000 PSI

REINFORCING STEEL

- ALL BARS ASTM A615, GRADE 60 60,000 PSI

FOUNDATIONS

- ALLOWABLE BEARING PRESSURE FOR SPREAD FOOTINGS OVER SUBSURFACE PREPARED AS PER SPECIFICATIONS : 2000 PSF
THIS SHALL BE VERIFIED BY AN INDEPENDENT TESTING LABORATORY PRIOR TO INSTALLING FOUNDATIONS.
- COMPACT SOILS AT BOTTOM OF FOOTINGS AND SLABS TO 95% OF MAXIMUM DENSITY PER ASTM D1557.
- SOIL BENEATH ALL FOOTINGS AND SLABS TO BE TREATED FOR TERMITES.
- INSTALL VAPOR BARRIER BENEATH ALL FOTTINGD AND SLABS.

GENERAL CONDITIONS

ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE MECHANICAL, CIVIL, ELECTRICAL, AND SHOP DRAWINGS AND SPECIFICATIONS.

THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE FACILITY. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.

FOR ALL ITEMS EMBEDDED IN OR PASSED THOUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL, HEATING, AND VENTILATION DRAWINGS FOR TYPE, SIZE, LOCATION, AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.

THE CONTRACTOR SHALL TAKE ANY AND ALL NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES FROM DAMAGE WHEN WORKING IN AND AROUND EXISTING STRUCTURES PERFORMING WORK SUCH AS DEMOLITION, FOUNDATION EXCAVATION, AND OTHERS.

SIZE AND LOCATION OF EQUIPMENT PADS AND ANCHOR BOLTS SHALL BE PER EQUIPMENT MANUFACTURERS REQUIREMENTS.

ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

STANDARD DETAILS APPLY TO ALL SIMILAR SITUATIONS ON THE PROJECT EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2010 FLA. BUILDING CODE.

CONCRETE

ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318 REQUIREMENTS (LATEST EDITION).

ALL CONCRETE SHALL BE AIR-ENTRAINED WITH 4000 PSI COMPRESS STRENGTH AT 28 DAYS UNLESS OTHERWISE NOTED.

WATER REDUCING AGENT SHALL BE IN ACCORDANCE WITH ASTM C494.
ALL CONCRETE SURFACES EXPOSED TO AIR, UNLESS OTHERWISE NOTED IN SPECIFICATIONS, SHALL BE TREATED WITH AN APPROPIATE CURING COMPOUND AS SOON AS CEMENT FINISHING IS COMPLETED OR FORMS ARE REMOVED.

ALL EXPOSED CORNERS SHALL HAVE A MINIMUM CHAMFER OF 3/4" UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR THE LOCATION OF CONSTRUCTION JOINTS THAT ARE NOT SHOWN ON THE DRAWINGS.

REINFORCING STEEL

REINFORCEMENT SHALL CONFORM TO ASTM A615, GRADE 60 REQUIREMENTS. WELDED WIRE FABRIC, ASTM A185.
ALL ACCESSORIES SHALL BE IN CONFORMANCE WITH ACI 315 REQUIREMENTS. REINFORCING STEEL SHALL HAVE THE FOLLOWING CLEAR COVER UNLESS OTHERWISE NOTED:

- CONCRETE CAST AGAINST EARTH 3"
- FORMED SURFACES IN CONTACT WITH SOIL, EXPOSED TO WEATHER 2"

LAP SPLICES SHALL BE AS SHOWN ON THE DRAWINGS. FOR LAP SPLICES NOT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL OBTAIN ENGINEERS APPROVAL.

THE CONTRACTOR SHALL PREPARE PLACING DRAWINGS AND SCHEDULES IN CONFORMANCE WITH ACI 315 REQUIREMENTS.

STRUCTURAL STEEL

DESIGN, FABRICATION, ERECTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST AISC SPECIFICATIONS AND THE DESIGN DRAWINGS.

ALL SHAPES SHALL BE HOT DIP GALVANIZED OR ALUMINUM, AS SHOWN

W-SHAPED SECTIONS: ASTM A992, Gr 50.
HOLLOW STRUCTURAL SECTIONS: ASTM A500, Gr B.
ALL OTHER STRUCTURAL STEEL: ASTM A36.
ALL PIPE: ASTM A53 GRADE B.

THE FABRICATOR SHALL DESIGN AND DETAIL ALL PARTS OF CONNECTIONS NOT FULLY DETAILED ON THE DESIGN DRAWINGS. THE NUMBER OF BOLTS AND OTHER SIMILAR ELEMENTS SHOWN ON THE DRAWINGS ARE PICTORIAL ONLY.

SHOP AND ERECTION DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW.

WELDED CONNECTIONS SHALL BE IN ACCORDANCE WITH THE LATEST AWS STRUCTURAL WELDING CODE REQUIREMENTS. ELECTRODES SHALL BE E-70XX.

BOLTED CONNECTIONS:

- MAIN CONNECTIONS: 3/4" DIA. ASTM A325 BOLTS. HOLES: 13/16" DIA CONNECTIONS SHALL BE "BEARING" TYPE WITH THREADS EXCLUDED FROM THE SHEAR PLANE.
- SECONDARY CONNECTIONS: 3/4" DIA. (UNLESS NOTED) ASTM A307 GRADE A BOLTS.
- ALL CONNECTIONS SHALL HAVE A MINIMUM OF TWO BOLTS.

GUSSET PLATES SHALL BE A MININUM OF 3/8" THICK.

ALL COLUMNS SHALL HAVE MILLED ENDS FOR FULL BEARING AT BASE PLATES.

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

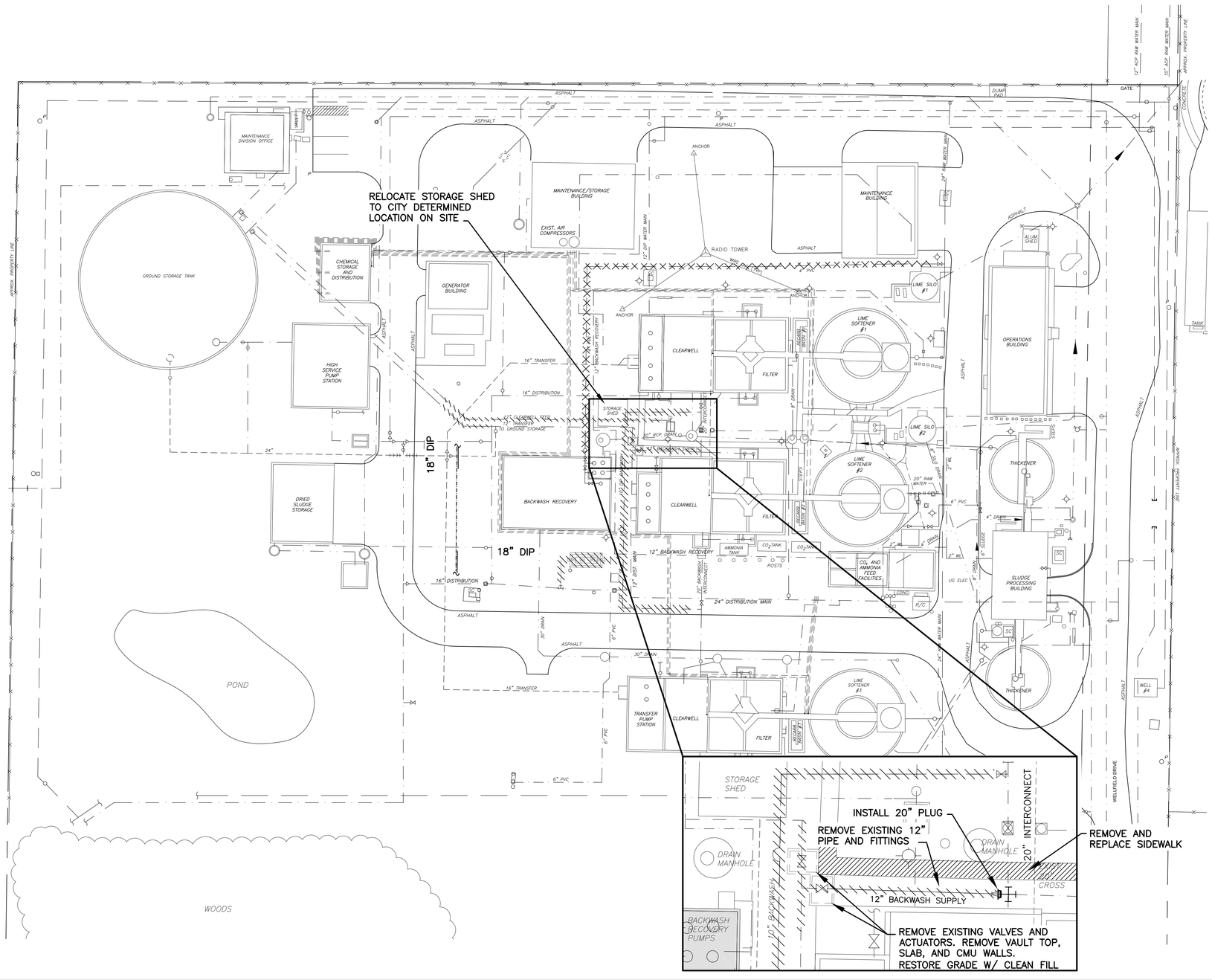
GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES
PROJECT No. P0300

NOTES
DRAWN BY: SEM

KEVIN A. LEE, P.E.
FLORIDA REGISTRATION #71501

SHEET NO.
2
OF 19

S:\PO\P0300 Garnsey WTP Sludge Feed Pumps & Filter Backwash Upgrades\Production\Design\CAD\P0300_2 Notes.dwg, 3/3/2017 7:08:46 PM, kmeinkoc



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CITY OF
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GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES
PROJECT No. P0300

YARD PIPING DEMOLITION
DRAWN BY: SEM

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SHEET NO.
3
OF 19

S:\P0\P0300 Garnsey WTP Sludge Feed Pumps & Filter Backwash Upgrades\Production\Design\CAD\P0300_34 Prop Yard Piping .dwg, 3/3/2017 1:09:54 PM, smelendez

PROPOSED WORK

A. A) SLUDGE PROCESSING BUILDING:

REPLACE (4) SLUDGE FEED PUMPS

B. B) BACKWASH RECOVERY PUMP STATION:

REPLACE (2) BACKWASH RECOVERY PUMPS
SEE PIPING PLAN SHEET 9.

C. NEW BACKWASH WATER AUGMENTATION PUMP STATION

D. CONNECT 18" DIP PUMP STATION SUCTION TO (2) EXISTING 12" PIPES:

(1) 18"x12" TEE
(1) 18"x12" REDUCER
(2) 12"–45° BENDS
(2) 12" CAPS
(2) 12" RESTRAINING RINGS AT CLOSEST JOINT
12" DIP AS NEEDED
18" DIP AS NEEDED

E. REMOVE EXISTING PIPING, METER, PRESSURE SUSTAINING VALVE, GATE VALVE, CONCRETE SLAB, ETC. INSTALL 10" PLUG. COORDINATE SHUTDOWN WITH CITY OPERATIONS STAFF.

F. CONNECT 18" DIP PUMP STATION DISCHARGE TO EXISTING 20" BACKWASH INTERCONNECT PIPES:
(1) 18" GATE VALVE
(3) 18" 90° BENDS
(1) 18" TEE
(2) 20"x 18" TEES
(2) 20" MJ SLEEVES
18" DIP AS NEEDED
20" DIP AS NEEDED
RELOCATE SHED AS DIRECTED BY CITY

G. REMOVE EXISTING 4" PVC BACKWASH RECOVERY PIPING.

H. INSTALL 4" CAPS.

I. INSTALL NEW 6" BACKWASH RECOVERY PIPE.

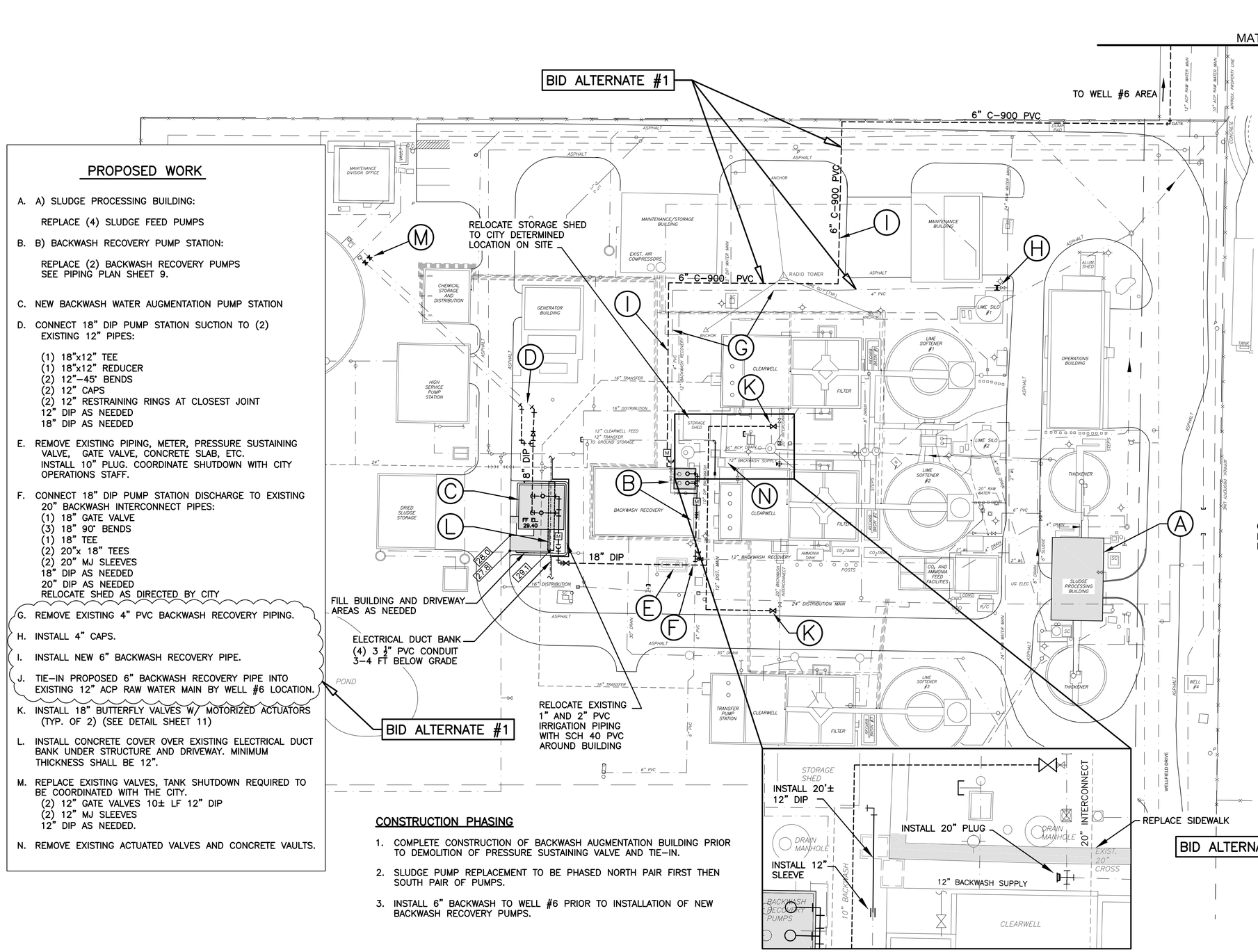
J. TIE–IN PROPOSED 6" BACKWASH RECOVERY PIPE INTO EXISTING 12" ACP RAW WATER MAIN BY WELL #6 LOCATION.

K. INSTALL 18" BUTTERFLY VALVES W/ MOTORIZED ACTUATORS (TYP. OF 2) (SEE DETAIL SHEET 11)

L. INSTALL CONCRETE COVER OVER EXISTING ELECTRICAL DUCT BANK UNDER STRUCTURE AND DRIVEWAY. MINIMUM THICKNESS SHALL BE 12".

M. REPLACE EXISTING VALVES, TANK SHUTDOWN REQUIRED TO BE COORDINATED WITH THE CITY.
(2) 12" GATE VALVES 10± LF 12" DIP
(2) 12" MJ SLEEVES
12" DIP AS NEEDED.

N. REMOVE EXISTING ACTUATED VALVES AND CONCRETE VAULTS.



CONSTRUCTION PHASING

1. COMPLETE CONSTRUCTION OF BACKWASH AUGMENTATION BUILDING PRIOR TO DEMOLITION OF PRESSURE SUSTAINING VALVE AND TIE–IN.
2. SLUDGE PUMP REPLACEMENT TO BE PHASED NORTH PAIR FIRST THEN SOUTH PAIR OF PUMPS.
3. INSTALL 6" BACKWASH TO WELL #6 PRIOR TO INSTALLATION OF NEW BACKWASH RECOVERY PUMPS.

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GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES
PROJECT No. P0300

PROPOSED YARD PIPING
DRAWN BY: SEM

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SHEET NO. 4
OF 19

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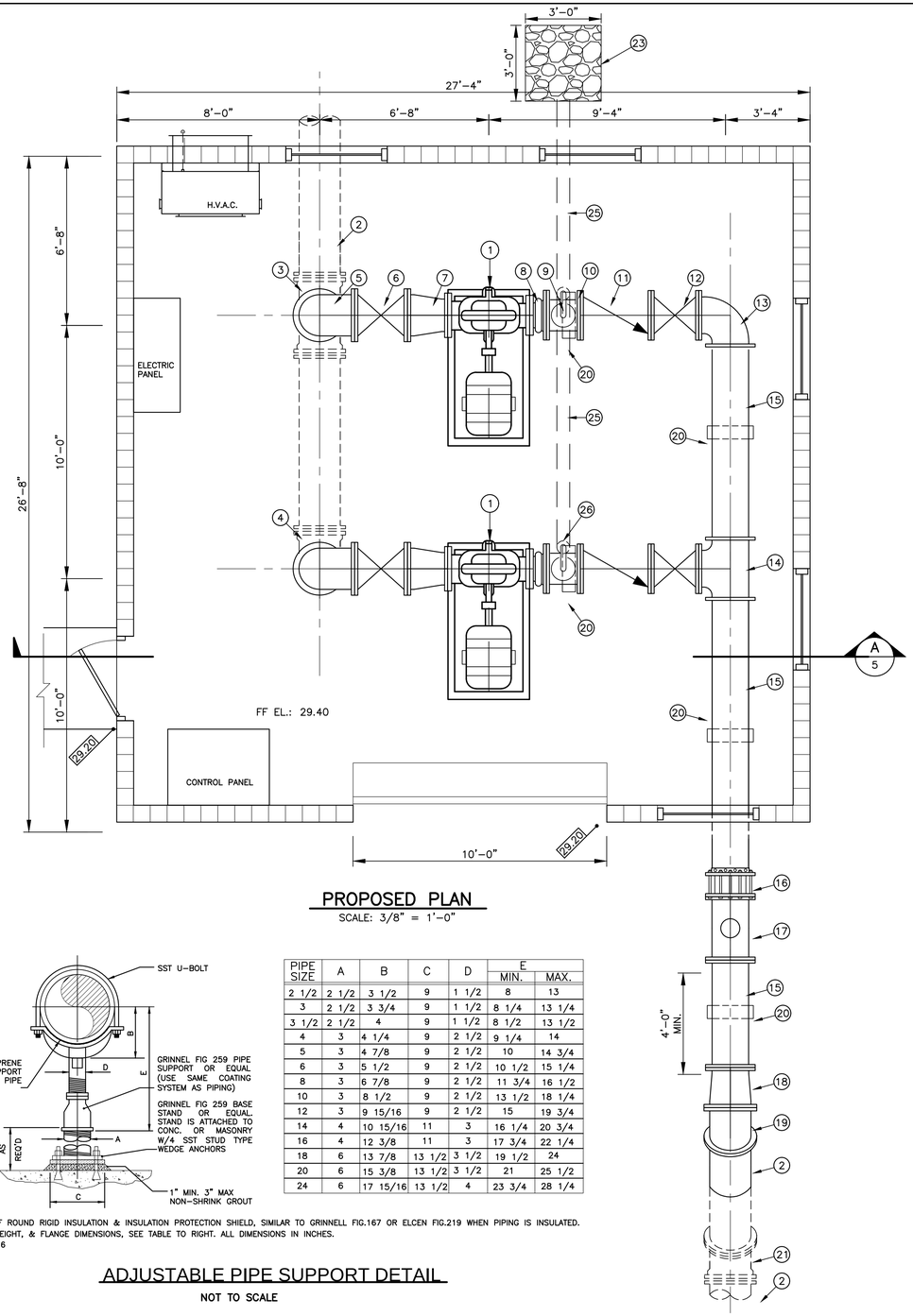


PROPOSED PLAN

SCALE: 3/8" = 1'-0"

PIPE SIZE	A	B	C	D	E MIN.	E MAX.
2 1/2	2 1/2	3 1/2	9	1 1/2	8	13
3	2 1/2	3 3/4	9	1 1/2	8 1/4	13 1/4
3 1/2	2 1/2	4	9	1 1/2	8 1/2	13 1/2
4	3	4 1/4	9	2 1/2	9 1/4	14
5	3	4 7/8	9	2 1/2	10	14 3/4
6	3	5 1/2	9	2 1/2	10 1/2	15 1/4
8	3	6 7/8	9	2 1/2	11 3/4	16 1/2
10	3	8 1/2	9	2 1/2	13 1/2	18 1/4
12	3	9 15/16	9	2 1/2	15	19 3/4
14	4	10 15/16	11	3	16 1/4	20 3/4
16	4	12 3/8	11	3	17 3/4	22 1/4
18	6	13 7/8	13 1/2	3 1/2	19 1/2	24
20	6	15 3/8	13 1/2	3 1/2	21	25 1/2
24	6	17 15/16	13 1/2	4	23 3/4	28 1/4

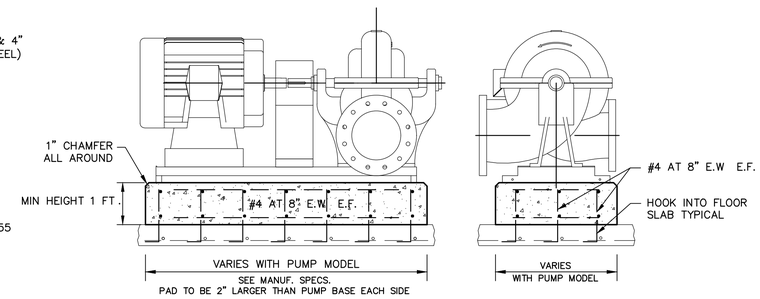
NOTES:
1. PROVIDE HALF ROUND RIGID INSULATION & INSULATION PROTECTION SHIELD, SIMILAR TO GRINNELL FIG.167 OR ELCEN FIG.219 WHEN PIPING IS INSULATED.
2. FOR BASE, HEIGHT, & FLANGE DIMENSIONS, SEE TABLE TO RIGHT. ALL DIMENSIONS IN INCHES.
3. SST=TYPE 316

ADJUSTABLE PIPE SUPPORT DETAIL

NOT TO SCALE

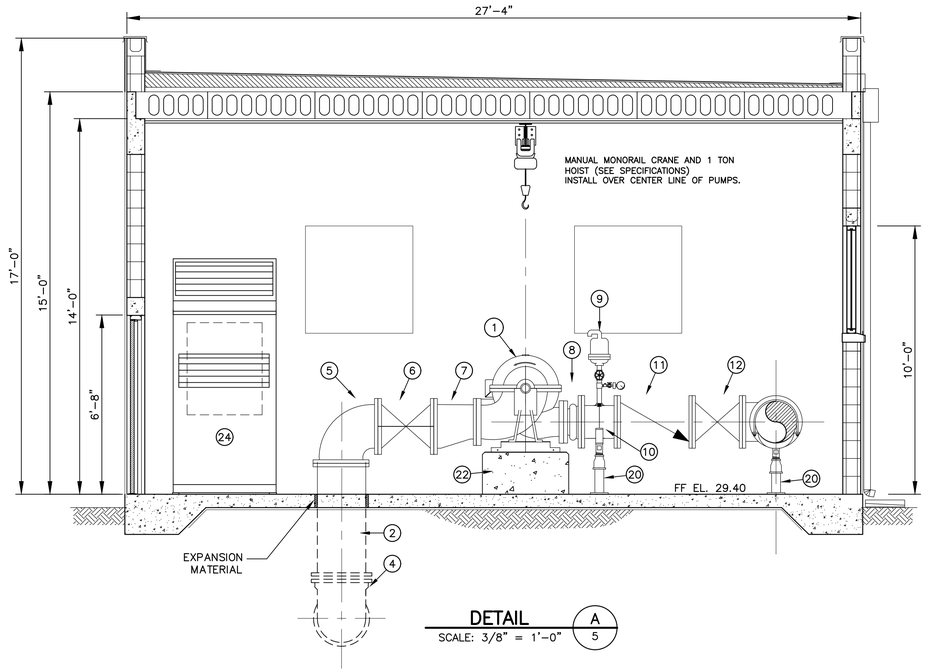
ELEMENTS OF CONSTRUCTION

1. (2) 75 HP BACKWASH AUGMENTATION PUMP AURORA MODEL 411_12x14x15B HORIZONTAL SPLIT CASE CENTRIFUGAL 4,000 GPM AT 45 FT TDH, 1,180 RPM, 3ø, 60 HZ, 480V 14" SUCTION 12" DISCHARGE
2. 18" DIP PIPE
3. (1) 18" MJ TEE
4. (1) 18" MJ 90° BEND
5. (2) 18" FL 90° BENDS
6. (2) 18" GATE VALVES (WITH HAND WHEEL)
7. (2) 18"x 14" ECCENTRIC REDUCER
8. (2) 16"x 12" RUBBER EXPANSION REDUCER
9. (2) 2" AIR RELEASE VALVE W/ 1/2" SAMPLE TAP & 4" GLYCERINE FILLED PRESSURE GAUGE (STAINLESS STEEL)
10. (2) 16" DIP SPOOL
11. (2) 16" CHECK VALVE
12. (2) 16" GATE VALVE
13. (1) 16" FL 90° BEND
14. 16"x 16" FL TEE
15. 16" DIP PIPE
16. (1) 16" RESTARINED FLANGE ADAPTER
17. 16" MAG METER McCROMETER ULTRAMAG UM-06-R55
18. 18"x 16" FL REDUCER
19. (1) 18" 45° FL BEND
20. (5) MECHANICAL PIPE SUPPORT, GRINNEL FIG. 259 AND PIPE STANCHION.
21. (1) 18" 45° MJ BEND
22. CONCRETE PUMP BASE. SEE DETAIL THIS SHEET
23. ARV SUMP 3'x 3'x3' FILLED WITH ¾" – 1" STONE WRAPPED WITH FILTER FABRIC.
24. PACKAGE HVAC SYSTEM SEE DETAILS SHEET 11.
25. 6" PVC GRAVITY DRAIN.
26. 6" BRASS FLOOR DRAIN (TYPICAL OF 2).



TYPICAL CONCRETE PUMP BASE DETAIL

NOT TO SCALE



DETAIL A

SCALE: 3/8" = 1'-0" (A / 5)

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CITY OF
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VOLUSIA COUNTY, FL

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES
PROJECT No. P0300

BACKWASH AUGMENTATION PUMPS MECHANICAL PLANS
DRAWN BY: SEM

KEVIN A. LEE, P.E.
FLORIDA REGISTRATION #71501

SHEET NO. 5
OF 19

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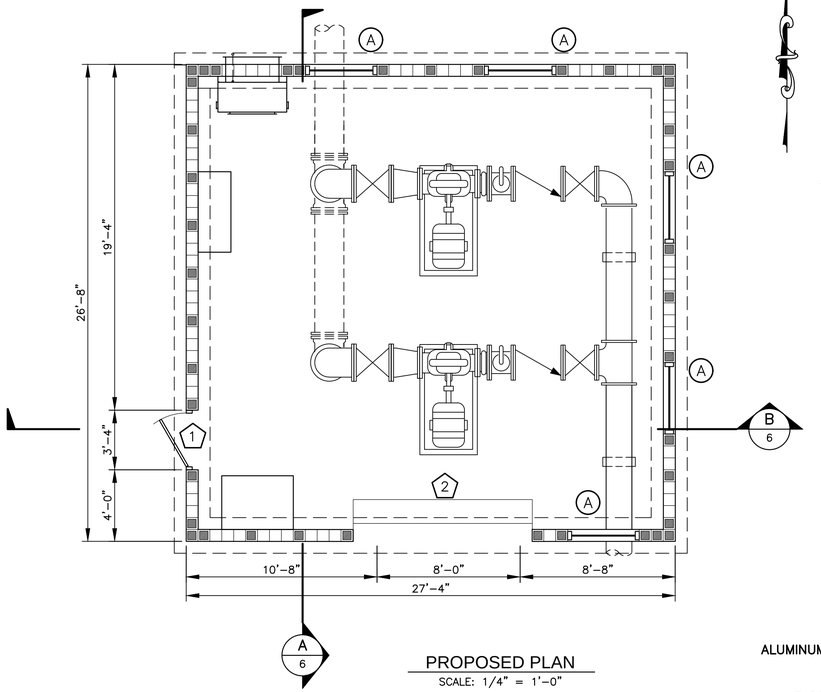
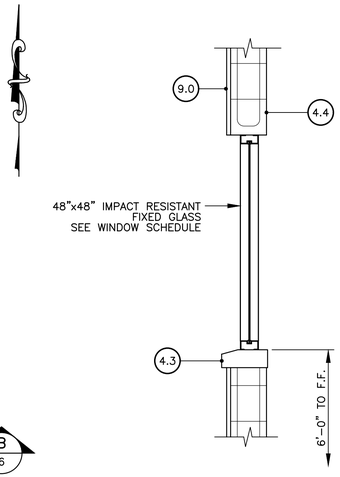
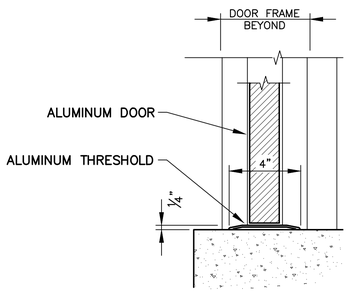


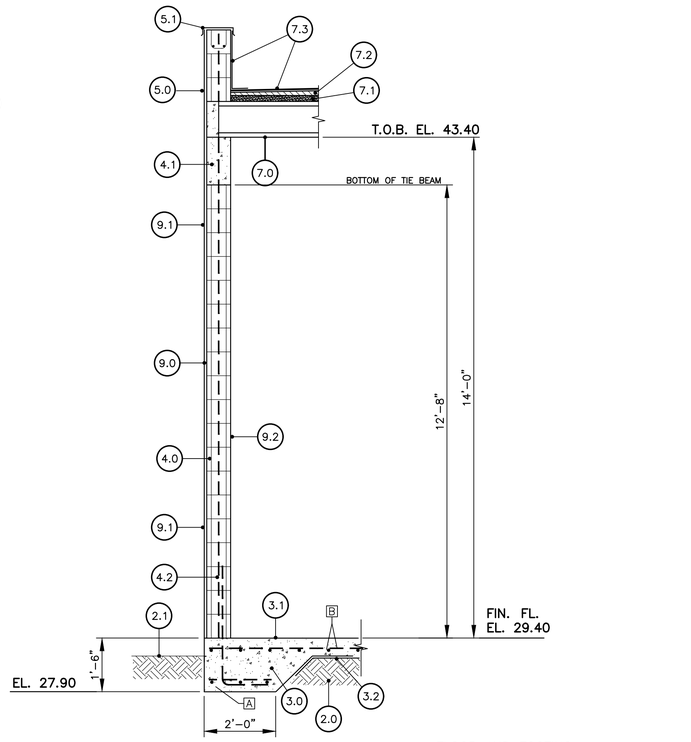
PROPOSED PLAN
SCALE: 1/4" = 1'-0"



TYPICAL WINDOW DETAIL
SCALE: 3/4" = 1'-0"



THRESHOLD DETAIL
SCALE: 3" = 1'-0"



TYPICAL WALL SECTION
SCALE: 1/2" = 1'-0"

FLOOR AND FOOTING
REINFORCEMENT LEGEND

A 3-#5s CONT. W/#5 TIES AT 12" O.C.
B 1 MAT-#4s AT 10" O.C. E.W.

KEY TO MATERIALS

SITEWORK
- 2.0 COMPACTED AND TREATED FILL
- 2.1 FINISHED GRADE

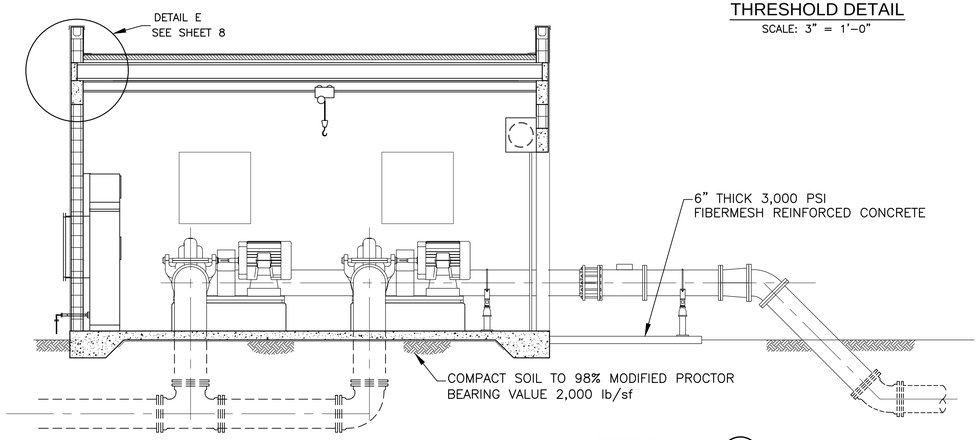
CONCRETE
- 3.0
- 3.1 6" REINFORCED CONCRETE FLOOR SLAB. 3,500 PSI CONCRETE WITH #4's @ 10" O.C. E.W. PLACE 1/2" BITUMINOUS EXP. MAT'L AND SIKA FLEX OR APPROVED EQUAL ALL AROUND PERIMETER OF SLAB.
- 3.2 .006 MIL VISQUEEN

MASONRY
- 4.0 8" CMU RUNNING BOND.
- 4.1 8"x16" C.I.P. TIE BEAM.
- 4.2 FILLED CELL WITH #5 CONTINUOUS @ 32" O.C. AND AT CORNER, DOOR JAMBS, WINDOWS AND INTERSECTIONS. MINIMUM LAP TO BE 48 BAR DIAMETERS.
- 4.3 PRECAST CONCRETE SILL
- 4.4 PRECAST CONCRETE LINTEL OVER OPENING.

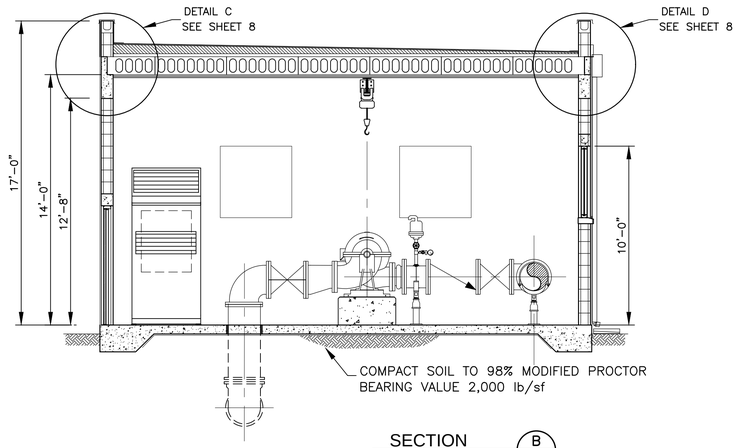
METALS
- 5.0 8"W x 8"H SCUPPER WITH ALUMINUM FLASHING.
- 5.1 CONTINUOUS ALUMINUM WALL CAP WITH DRIP EDGE.

MOIST. PROTECTION
- 7.0 12" PRESTRESSED PRECAST CONCRETE HOLLOWCORE PLANKS
- 7.1 2" CONCRETE TOPPING
- 7.2 TAPERED RIGID INSULATION. SLOPE AT 1/4" PER FOOT.
- 7.3 MEMBRANE ROOF SYSTEM

FINISHES
- 9.0 7/8" MIN. THICKNESS SAND STUCCO FINISH SEE SPECIFICATIONS
- 9.1 PAINT TO MATCH ADJACENT PUMP BUILDING
- 9.2 PAINT PER SPECIFICATION 09900



SECTION A 6
SCALE: 1/4" = 1'-0"



SECTION B 6
SCALE: 1/4" = 1'-0"

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES
PROJECT No. P0300

BACKWASH AUGMENTATION PUMPS STRUCTURAL PLANS
DRAWN BY: SEM

BRAD T. BLAIS, P.E.
FLORIDA REGISTRATION
#47130

SHEET NO.
6
OF 19

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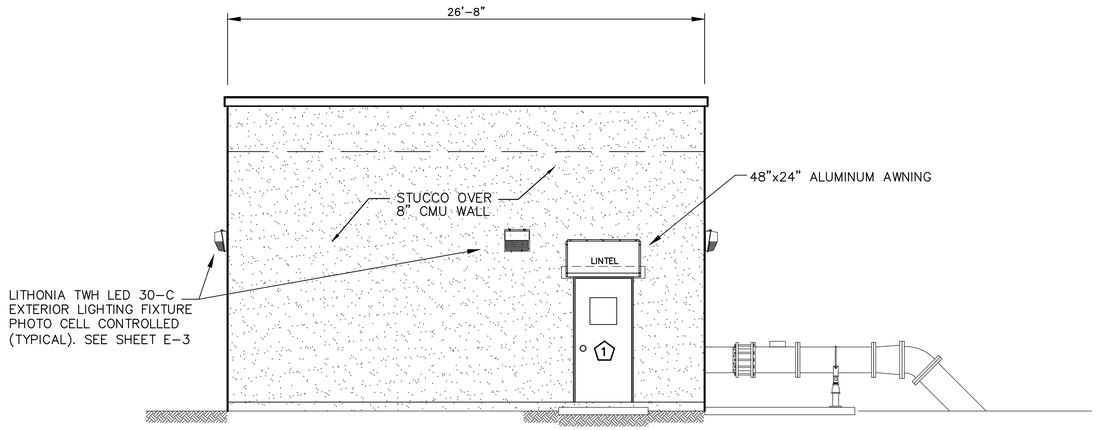
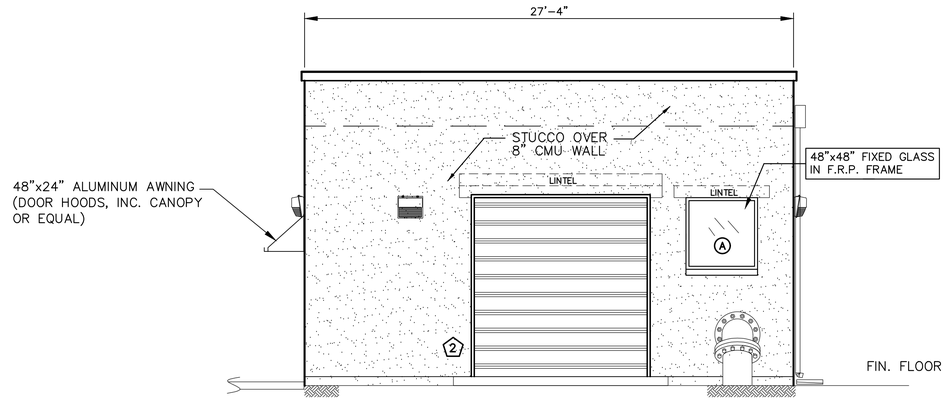


WEST

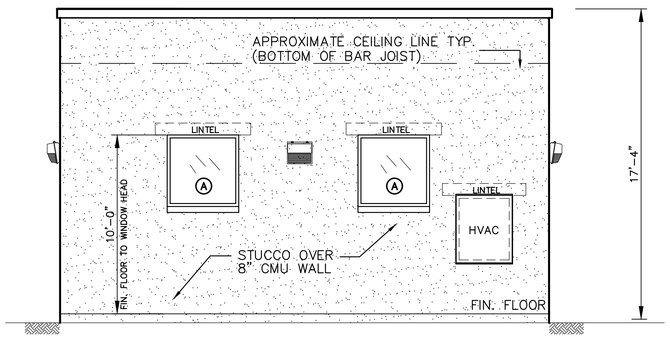
scale: 1/4" =1'-0"



SOUTH

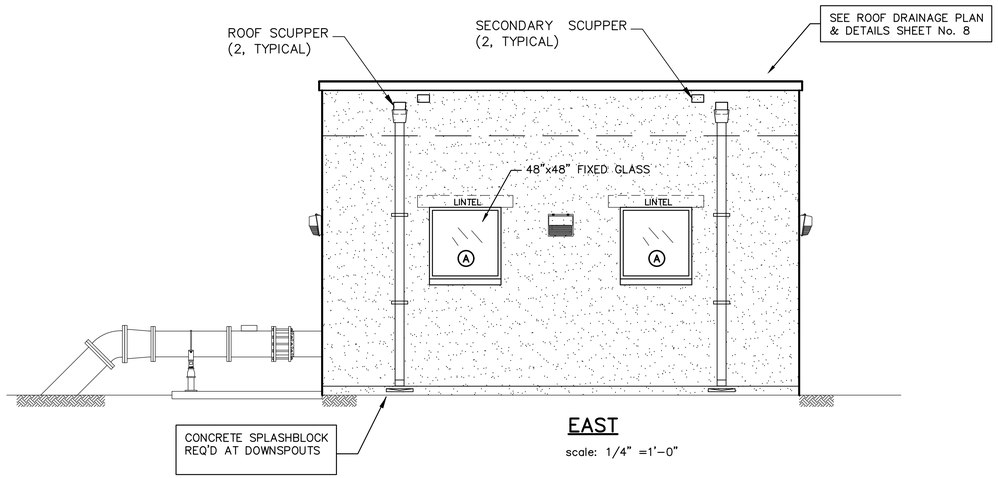
scale: 1/4" =1'-0"

NOTE:
SEE SECTIONS AND DETAILS FOR
ALL VERTICAL DIMENSIONS.



NORTH

scale: 1/4" =1'-0"



EAST

scale: 1/4" =1'-0"

DOOR SCHEDULE

NOTE: EACH DOOR TO RECEIVE 1 1/2 PAIR OF STAINLESS STEEL BALL BEARING HINGES.

MARK	SIZE	DESCRIPTION	CLOSER	HOLDER	PANIC HARDWARE
1	3'-0" x 6'-8" x 1 3/4"	ALUMINUM DOOR AND FRAME WITH 18"x 18" WINDOW	YES	YES	YES
2	10'-0" x 10'-0'	OVERHEAD DOOR CO. SERIES 625 INSULATED SLATS ALUMINUM ROLLING DOOR W/ MANUAL CHAIN OPENER FACE OF WALL MOUNTED	—	—	—

NOTES : REFER TO PROJECT SPECIFICATIONS FOR MATERIAL PERFORMANCE STANDARDS, SUBMITTAL REQUIREMENTS AND APPROVED MANUFACTURERS.

DOORS REQUIRING PANIC HARDWARE SHALL NOT BE EQUIPPED WITH ANY LOCKING DEVICE, SET SCREW OR OTHER ARRANGEMENT WHICH CAN BE USED TO PREVENT THE RELEASE OF THE LATCH WHEN PRESSURE IS APPLIED TO THE BAR. PROVIDE DOOR STOPS AND LATCHES ON ALL DOORS. SEE PROJECT SPECIFICATIONS – DIVISION 8.

LOCKSETS TO BE YALE MOD. CA5507 BRUSHED STAINLESS "CAROLINA" SERIES MASTER KEYED – COORDINATE KEYING REQUIREMENTS WITH CITY PERSONNEL

PROVIDE STAINLESS STEEL KICK PLATES AT BOTTOM OF DOORS, EACH SIDE.

WINDOW SCHEDULE

MARK	SIZE	DESCRIPTION
A	4–0"x 4'–0'	HURRICANE RATED FIXED GLASS, SINGLE GLAZED, TINTED IN ALUMINUM FRAME

ANCHOR WINDOW UNITS SECURELY IN PLACE, WITH PERMANENT SEPARATIONS TO PREVENT ELECTROLYTIC CORROSION. SEAL ENTIRE PERIMETER OF EACH UNIT. CLEAN ALUMINUM SURFACES PROMPTLY AFTER INSTALLATION; DO NOT DAMAGE PROTECTIVE COATING; REPAIR MINOR DAMAGE OF FINISH. CLEAN GLASS PROMPTLY AFTER INSTALLATION.

NOTE: SUBMIT MANUFACTURER'S CUT–SHEETS ON PREFABRICATED UNITS FOR APPROVAL PRIOR TO INSTALLATION.

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CITY OF
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VOLUSIA COUNTY, FL

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

PROJECT No. P0300

BACKWASH AUGMENTATION BUILDING ELEVATIONS

DRAWN BY: SEM

BRAD T. BLAIS, P.E.
FLORIDA REGISTRATION
#47130

SHEET NO.
7
OF 19

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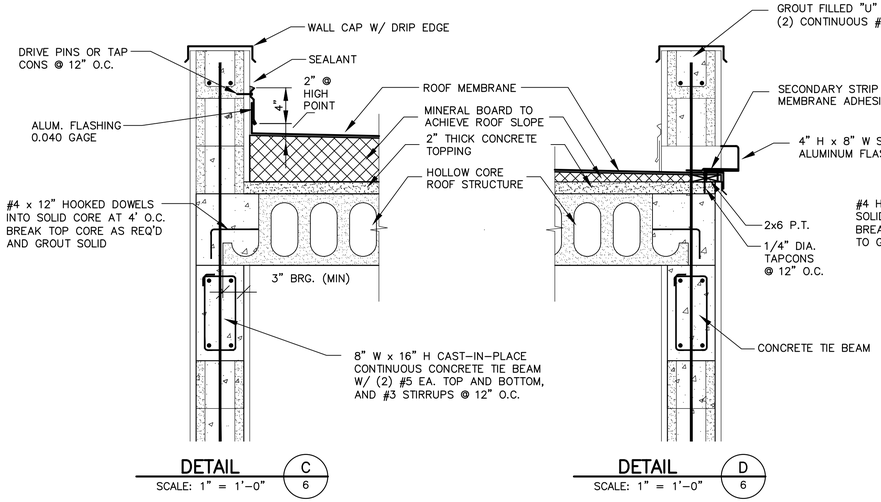
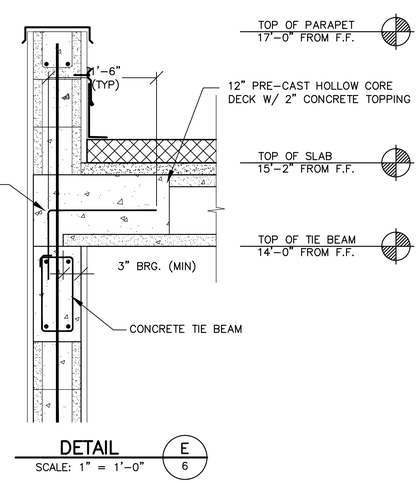


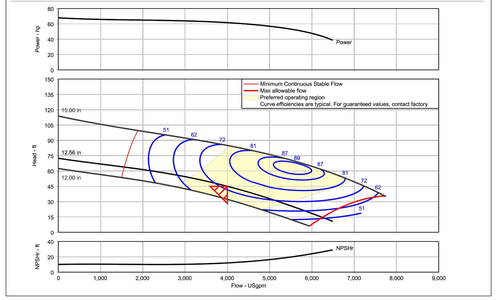
DETAIL C
SCALE: 1" = 1'-0"

DETAIL D
SCALE: 1" = 1'-0"

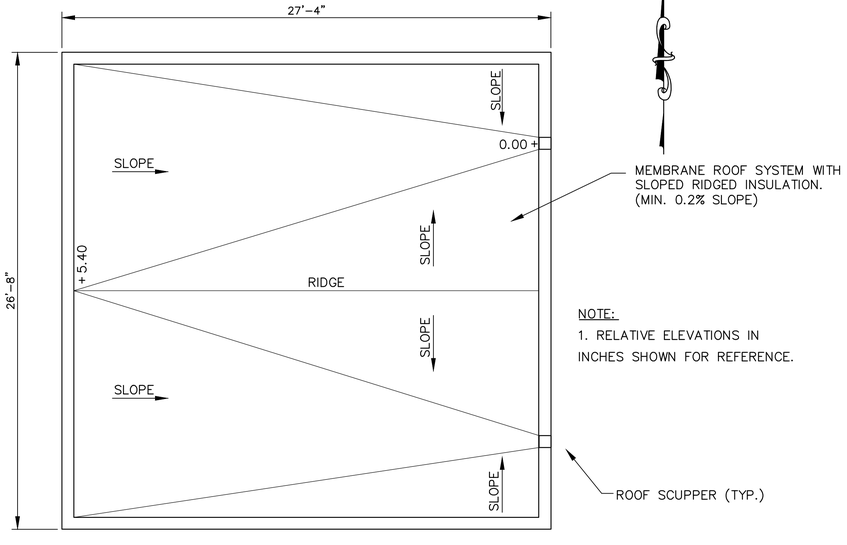


DETAIL E
SCALE: 1" = 1'-0"

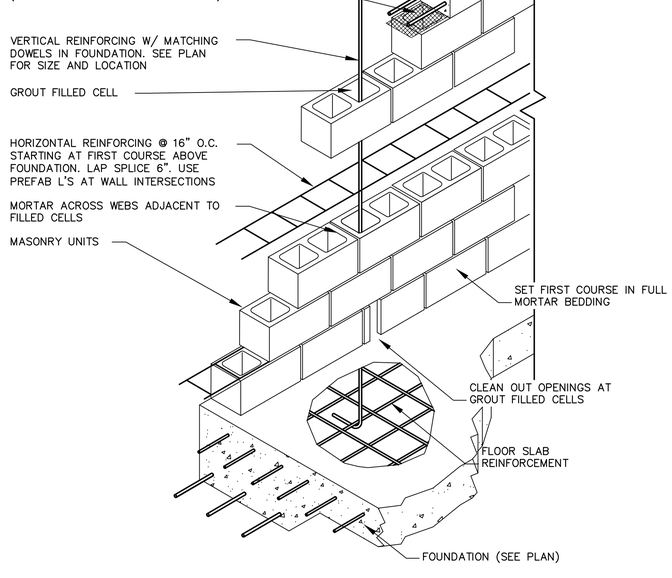
Item number	: Default	Size	: 410 - 12x14x15B
Service	:	Stages	: 1
Quantity	: 1	Based on curve number	: 14-12x14x15B-1180 Rev 7/17/13
Quote number	:	Date last saved	: 02 Jun 2016 3:49 PM
Operating Conditions		**Liquid**	
Flow, rated	: 4,000.0 USgpm	Liquid type	: Water
Differential head / pressure, rated (requested)	: 45.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 46.07 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed, rated	: 1180 rpm	Vapor pressure, rated	: 0.34 psi.a
Impeller diameter, rated	: 12.56 in	**Material**	
Impeller diameter, maximum	: 15.00 in	Material selected	: Standard
Impeller diameter, minimum	: 12.00 in	**Pressure Data**	
Efficiency	: 73.82 %	Maximum working pressure	: 31.35 psi.g
NPSH required / margin required	: 12.02 / 0.00 ft	Maximum allowable working pressure	: 250.0 psi.g
nq (imp. eye flow) / S (imp. eye flow)	: 74 / 194 Metric units	Maximum allowable suction pressure	: 250.0 psi.g
Minimum Continuous Stable Flow	: 1,565.4 USgpm	Hydrostatic test pressure	: 125.0 psi.g
Head, maximum, rated diameter	: 72.43 ft	**Driver & Power Data**	
Head rise to shutoff	: 60.81 %	Driver sizing specification	: Max Power
Flow, best eff. point	: 4,439.8 USgpm	Margin over specification	: 0.00 %
Flow ratio, rated / BEP	: 90.09 %	Service factor	: 1.00
Diameter ratio (rated / max)	: 83.75 %	Power, hydraulic	: 45.48 hp
Head ratio (rated dia / max dia)	: 52.99 %	Power, rated	: 61.61 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Power, maximum, rated diameter	: 67.91 hp
Selection status	: Acceptable	Minimum recommended motor rating	: 75.00 hp / 55.93 kW



BACKWASH AUGMENTATION PUMPS CURVE



ROOF PLAN
SCALE: 1/4" = 1'-0"



MASONRY WALL CONSTRUCTION
NTS

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES
PROJECT No. P0300

BACKWASH AUGMENTATION BUILDING DETAILS
DRAWN BY: SEM

BRAD T. BLAIS, P.E.
FLORIDA REGISTRATION #47130

SHEET NO.
8
OF 19

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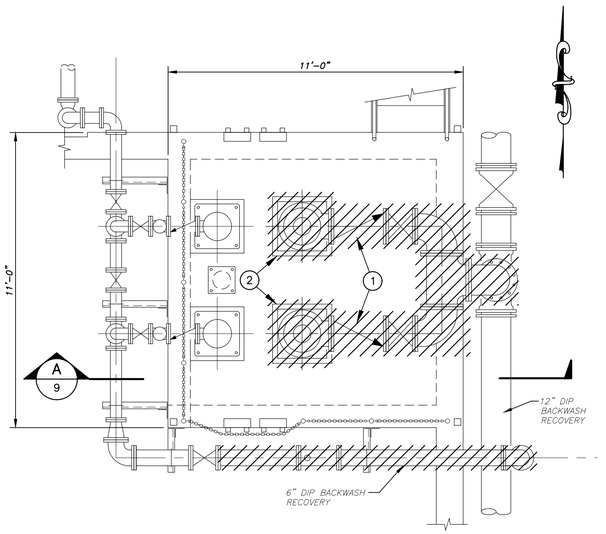
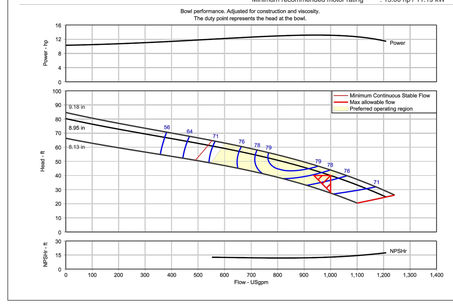


EXISTING/DEMOLITION PLAN
SCALE: 3/8" = 1'-0"

Item number	: Default	Size	: 12RL-SS
Service	:	Stages	: 1
Quantity	: 1	Based on curve number	: 12_TURB_2940_1800_SS
Quote number	:	Date last saved	: 02 Jun 2016 3:40 PM
Operating Conditions		**Liquid**	
Flow, rated	: 1,000.0 USgpm	Liquid type	: Water
Differential head / pressure, rated (requested)	: 40.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 40.14 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed, rated	: 1770 rpm	Vapor pressure, rated	: 0.34 psi.a
Impeller diameter, rated	: 8.95 in	**Material**	
Impeller diameter, maximum	: 9.18 in	Material selected	: Cast iron bowl - Standard impeller material
Impeller diameter, minimum	: 8.13 in	**Pressure Data**	
Efficiency (bowl / pump)	: 77.04 / - %	Maximum working pressure	: See the Additional Data page
NPSH required / margin required	: 12.78 / 0.00 ft	Maximum allowable working pressure	: See the Additional Data page
nq (imp. eye flow) / S (imp. eye flow)	: 52 / 157 Metric units	Maximum allowable suction pressure	: N/A
Minimum Continuous Stable Flow	: 537.7 USgpm	Hydrostatic test pressure	: See the Additional Data page
Head, maximum, rated diameter	: 80.28 ft	**Driver & Power Data**	
Head rise to shutoff (bowl / pump)	: 100.70 / - %	Driver sizing specification	: Maximum power
Flow, best eff. point (bowl / pump)	: 839.4 / - USgpm	Margin over specification	: 0.00 %
Flow ratio, rated / BEP (bowl / pump)	: 119.14 / - %	Service factor	: 1.00
Diameter ratio (rated / max)	: 97.49 %	Power, hydraulic	: 10.10 hp
Head ratio (rated dia / max dia)	: 91.23 %	Power (bowl / pump)	: 13.11 / - hp
Cq/Ch/Ce/Co [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Power, maximum, rated diameter	: 13.16 hp
Selection status	: Acceptable	Minimum recommended motor rating	: 15.00 hp / 11.19 kW



BACKWASH RECOVERY PUMPS CURVE

ELEMENTS OF CONSTRUCTION

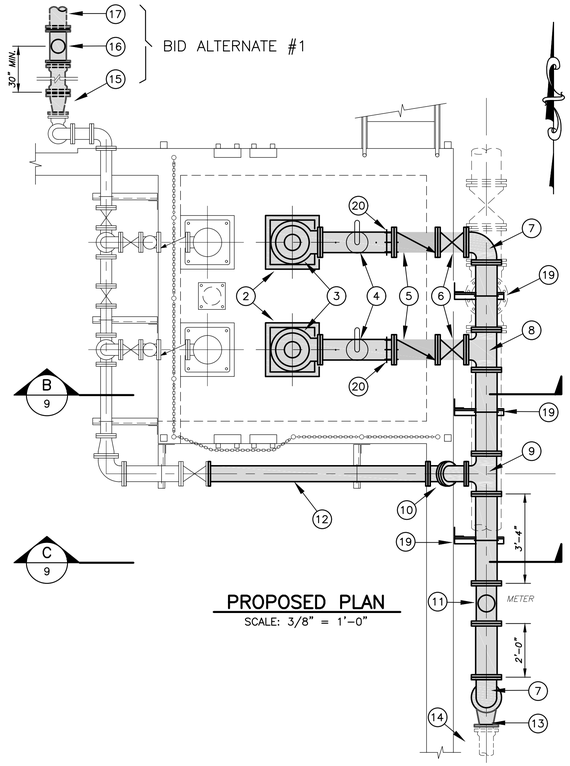
1. REMOVE BACKWASH RECOVERY PUMPS, VALVES, PIPING AND FITTINGS (TYPICAL 2)
2. PUMP REPLACEMENT TO INCLUDE REMOVAL AND REPLACEMENT OF CONCRETE PUMP PAD PER MANUFACTURER'S RECOMMENDATIONS.
3. REPLACE TWO (2) EXISTING BACKWASH RECOVERY PUMPS WITH 1,000 GPM AT 40 FT TDH, 15 HP, 1770 RPM, 480V, 3 PH
4. (2) 8" DIP SPOOL PIECES WITH AIR RELEASE VALVE, SS PRESSURE GAUGE AND TAP ASSEMBLY (SEE DETAIL SHEET 11)
5. (2) 8" FL CHECK VALVES
6. (2) 8" FL GATE VALVES
7. (2) 8" FL 90° BEND
8. (1) 8"X 8" FL TEE
9. (1) 8"x 6" FL TEE
10. (2) 6" FL 45° BENDS
11. 8" MAG METER McROMETER ULTRAMAG UM-06-R55
12. 6" DUCTILE IRON PIPE
13. (1) 8"x 6" MJ BEND
14. 6" C900 PVC MAIN (EXISTING)

BID ALTERNATE #1

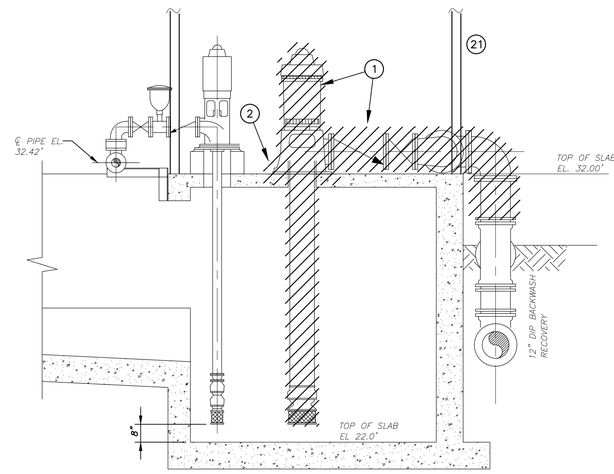
15. 6"X 4" MJ REDUCER
16. 6" MAG METER (RELOCATE EXISTING METER)
17. 6" C900 PVC MAIN

18. 12" BLIND CAP
19. 3" STAINLESS STEEL ANGLE BRACKETS WITH SS HARDWARE. MOUNT TO EXISTING WALL WITH TWO (2) ½" EXPANSION ANCHORS
20. FLANGE ADAPTER.
21. REMOVE AND REPLACE ALUMINUM STRUCTURE AND ROOF TO FACILITATE PUMP REPLACEMENT.

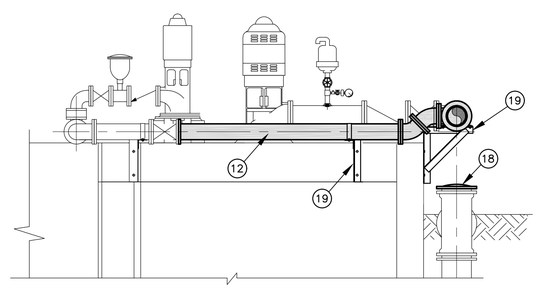
NOTE:
CONTRACTOR TO PROVIDE ALL REMOVED EQUIPMENT TO CITY TO KEEP. CONTRACTOR SHALL DISPOSE ALL UNDESIRED MATERIAL.



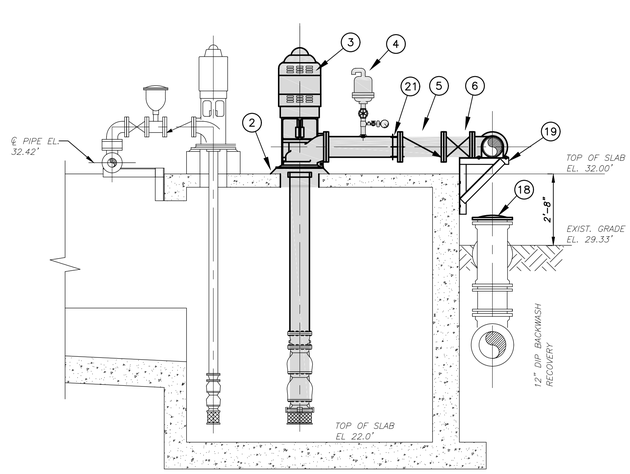
PROPOSED PLAN
SCALE: 3/8" = 1'-0"



SECTION A/9
SCALE: 3/8" = 1'-0"



SECTION C/9
SCALE: 3/8" = 1'-0"



SECTION B/9
SCALE: 3/8" = 1'-0"

LEGEND

DEMOLISH OR REMOVE

PROPOSED

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

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CITY OF **PORT ORANGE** VOLUSIA COUNTY, FL

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

PROJECT No. P0300

BACKWASH RECOVERY PUMPS

DRAWN BY: SEM

KEVIN A. LEE, P.E.
FLORIDA REGISTRATION #71501

SHEET NO. **9** OF 19

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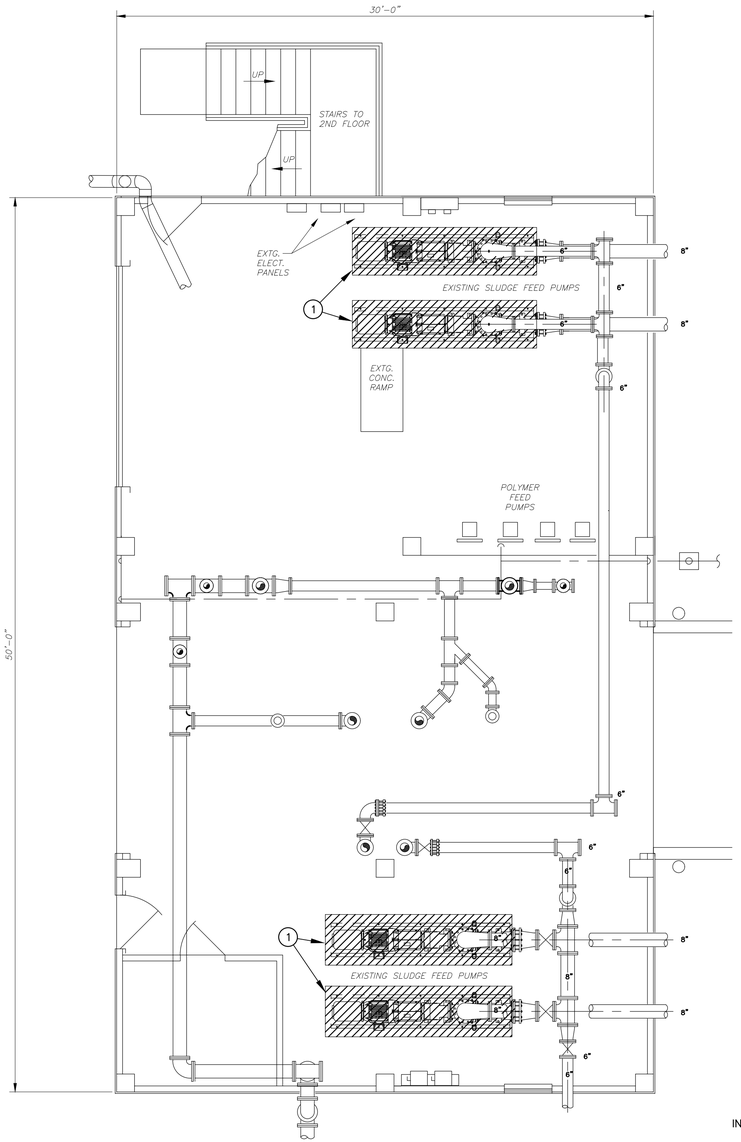
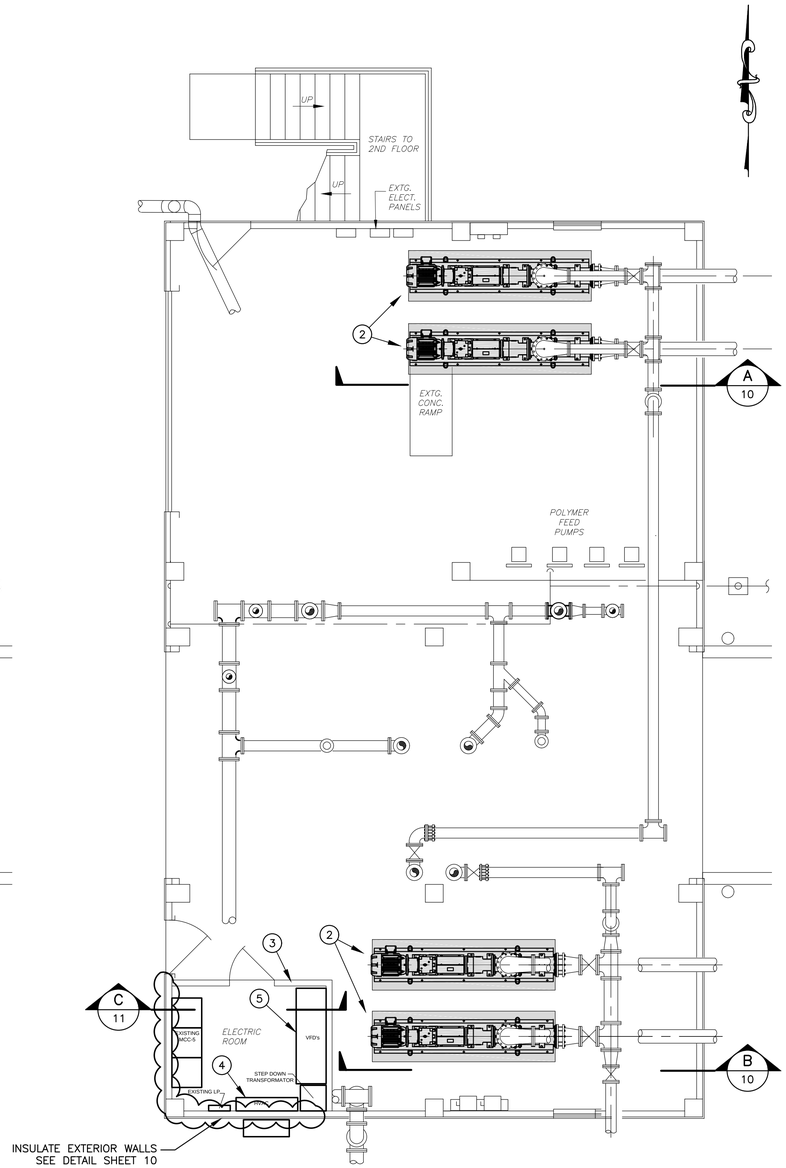
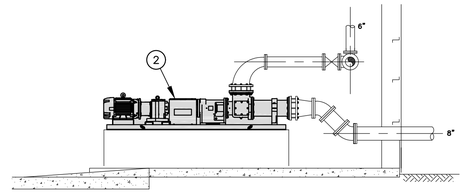


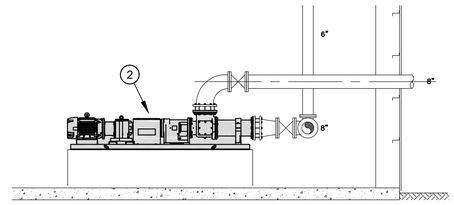
EXISTING/DEMOLITION PLAN
SCALE: 1/4" = 1'-0"



PROPOSED PLAN
SCALE: 1/4" = 1'-0"



SECTION A 10
SCALE: 1/4" = 1'-0"



SECTION B 10
SCALE: 1/4" = 1'-0"

ELEMENTS OF CONSTRUCTION

1. REMOVE FOUR (4) EXISTING SLUDGE FEED PUMPS.
2. INSTALL FOUR (4) NEW SLUDGE FEED PUMPS. MOYNO MODEL 2000 PROGRESSING CAVITY PUMPS 25 HP, 1,750 RPM, 460V, 3 PH
3. INSTALL ELECTRIC ROOM CEILING AND INSULATE EXTERIOR BUILDING WALLS AS REQUIRED (SEE DETAIL SHEET 11).
4. INSTALL NEW TOSHIBA WALL MOUNTED 12,000 BTU MINI SPLIT UNIT. (SEE DETAIL SHEET 11)
5. INSTALL NEW VFD's AND CONDUIT/WIRING AS REQUIRED IN A SINGLE CABINET (SEE ELECTRICAL PLANS FOR DETAILS).

NOTE:

1. CONTRACTOR IS TO INSTALL ONE COMPLETE PAIR OF PUMPS (NORTH OR SOUTH) PRIOR TO DEMO OF SECOND PAIR. NEW PUMPS TO BE INSTALLED AND DEMONSTRATED BEFORE CONTINUING WORK.
2. MODIFY EXISTING CONCRETE PUMP PAD PER MANUFACTURER RECOMMENDATIONS.
3. DE-ENERGIZE EXISTING MCC-6 FROM SOURCE DURING INSTALLATION OF INSULATION PANELS BEHIND.
4. CONTRACTOR TO PROVIDE ALL REMOVED EQUIPMENT TO CITY TO KEEP. CONTRACTOR SHALL DISPOSE ALL UNDESIRED MATERIAL.

LEGEND

DEMOLISH OR REMOVE

PROPOSED

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

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CITY OF
PORT ORANGE
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GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES
PROJECT No. P0300

SLUDGE FEED PUMPS
DRAWN BY: SEM

KEVIN A. LEE, P.E.
FLORIDA REGISTRATION #71501

SHEET NO.
10
OF 19

S:\PO\P0300 Garnsey WTP Sludge Feed Pumps & Filter Backwash Upgrades\Production\Design\CAD\P0300_10 Sludge Feed Pumps.dwg, 3/3/2017 2:10:29 PM, smelendez

PACKAGED THROUGH-WALL HEAT PUMP SPECIFICATIONS:

PLAN I.D.	PHP-1
BASIS OF DESIGN – MFR.	MARVAIR
SERIES	SCHOLAR QV
MODEL No.	VACA-30-HPA-050N
COOLING CAPACITY TONS/STGS	2.5 TON/1 STAGE
TOTAL/SHR MBH (95 & 80/67)	_____
SEER	12.7
AIR FLOW CFM @ IN. WG.	1000 AT 0.30
SHIPPING WEIGHT LBS.	540
ELEC. VOLTS/PHASE/HZ	208-230V/1/60
ACCESSORIES	SPECIAL TRIM, ANTI-SHORT CYCLE TIMER, LOW AMBIENT COOLING, DISCHARGE PLENUM AND GRILL, BASE, STAINLESS STEEL DRAIN PAN, MANUAL DAMPER CORROSION RESISTANT COATING

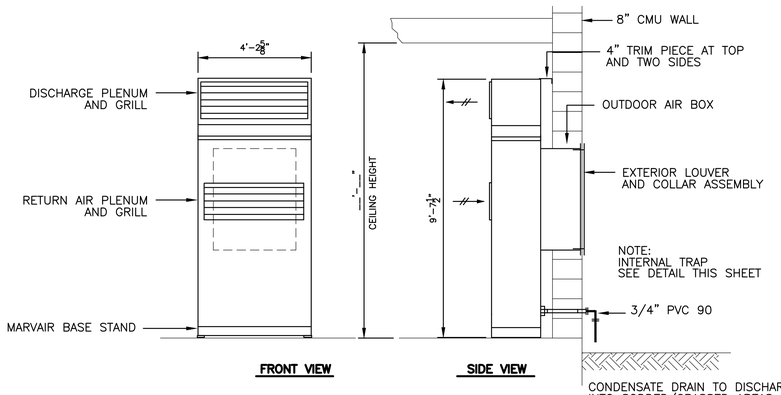
H.V.A.C. NOTES:

SEAL AROUND CONDENSATE DRAIN WALL PENETRATION WITH NON-SHRINK GROUT.

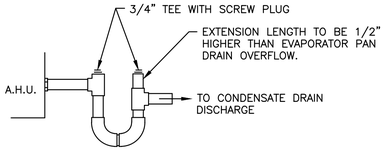
INSTALL MANUF.'S EXTERIOR LOUVER ASSEMBLY FLUSH WITH OUTSIDE WALL. CONNECT TO OUTDOOR AIR BOX PER MANUF. INSTRUCTIONS. LOUVER COLOR TO BE SELECTED BY OWNER/ENGINEER.

FURNISH AND INSTALL MANUF. INTERIOR WALL TRIM AROUND TOP AND EACH SIDE, ENCLOSING REAR OF UNIT TO WALL.

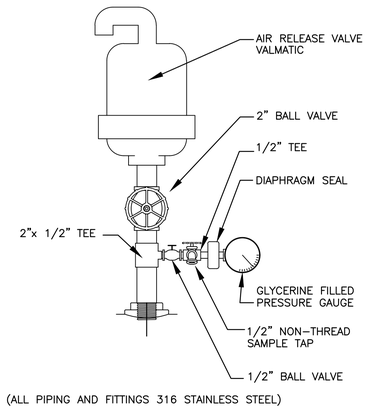
H.V.A.C. CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR ON EXACT LOCATION AND SIZE OF AIR BOX OPENING.



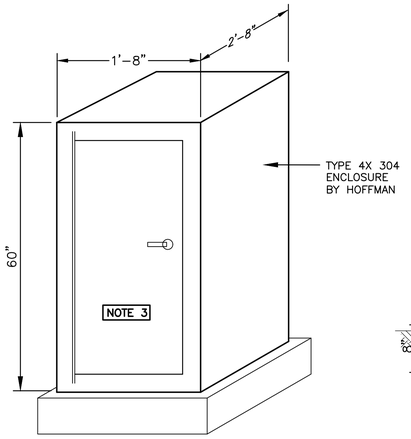
PACKAGED HEAT PUMP DETAIL
NOT TO SCALE



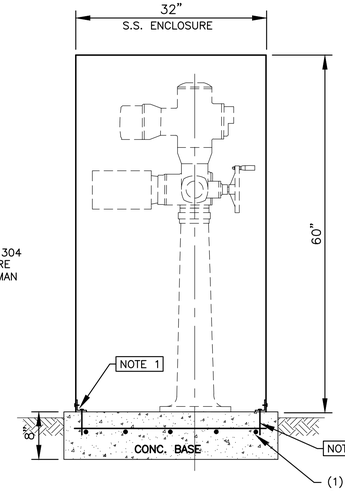
CONDENSATE TRAP DETAIL
NOT TO SCALE



AIR RELEASE VALVE ASSY. DETAIL
NOT TO SCALE



ISOMETRIC VIEW
NOT SCALE

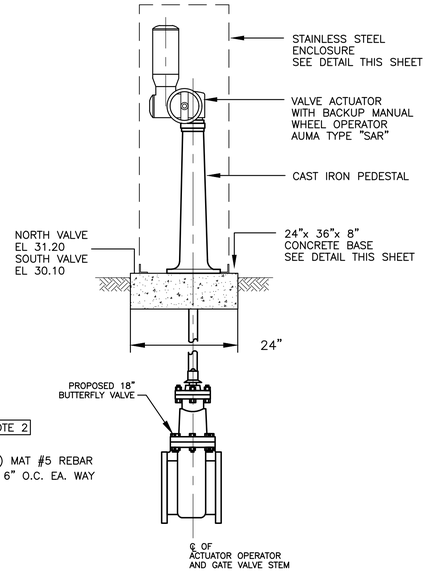


SECTION VIEW
SCALE: NTS

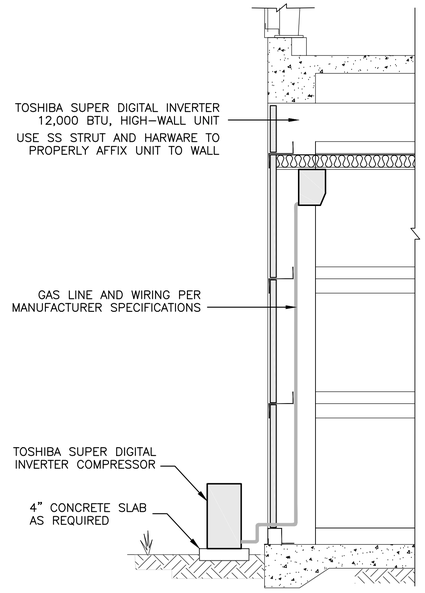
16 GA. 316 S.S. ACTUATOR ENCLOSURE

TYPICAL OF 1 ACTUATOR ENCLOSURE

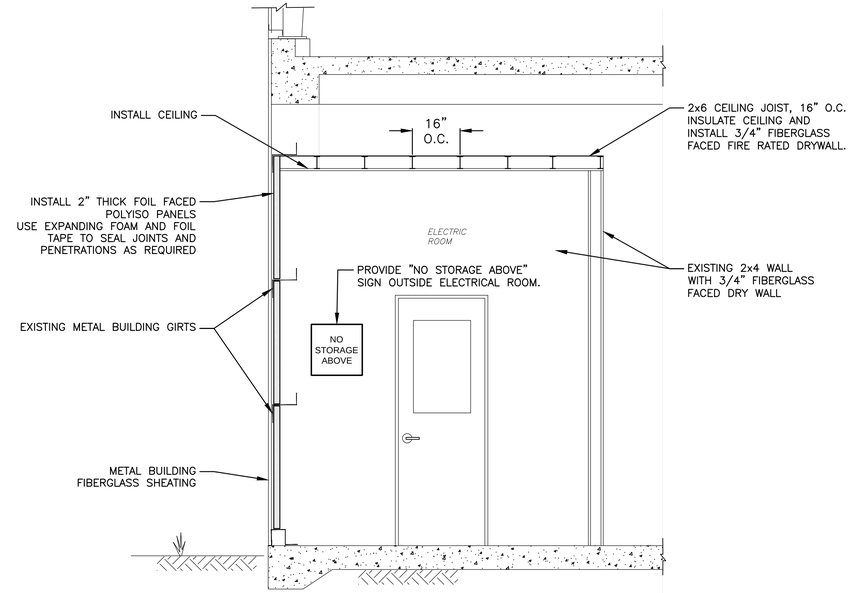
1. 2"x2" 316 S.S. ANGLE (TYPICAL)
2. 3/8"x4" 316 S.S. EXP. ANCHORS
3. 52" H LOCKABLE ACCESS DOOR



INLINE MOUNTED ACTUATOR ASSEMBLY AND VALVE DETAIL
NOT TO SCALE



ELECTRIC ROOM HVAC DETAIL
SCALE: 1/2" = 1'-0"



ELECTRIC ROOM SECTION C/10
SCALE: 1/2" = 1'-0"

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GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

PROJECT No. P0300

MECHANICAL DETAILS

DRAWN BY: SEM

KEVIN A. LEE, P.E.
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SHEET NO.
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OF 18

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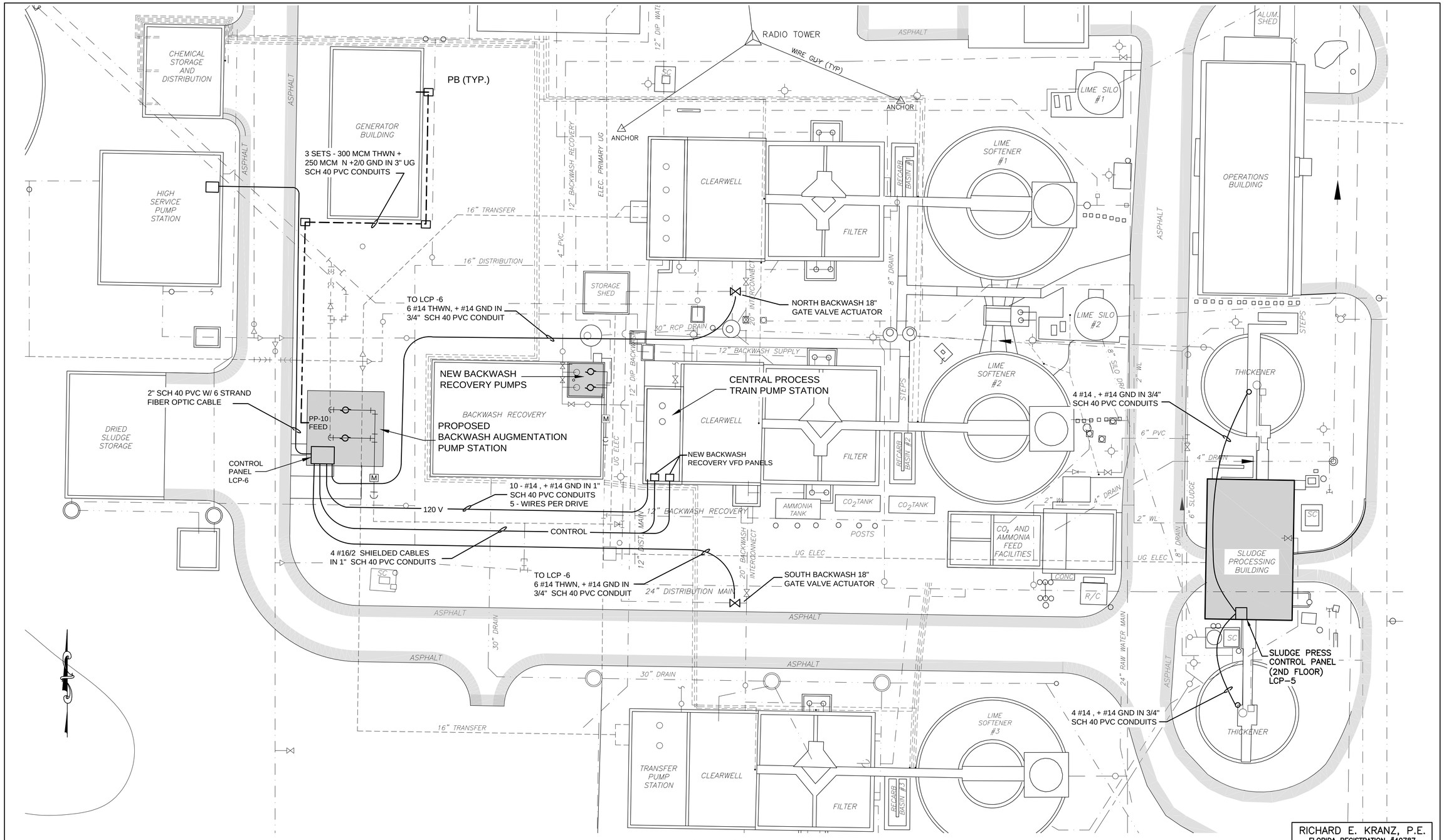

ELECTRIC SITE PLAN

SCALE: 1 INCH : 10 FT

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PROPOSED ELECTRIC SITE PLAN

DRAWN BY: SEM

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SHEET NO.
E-1
OF 19

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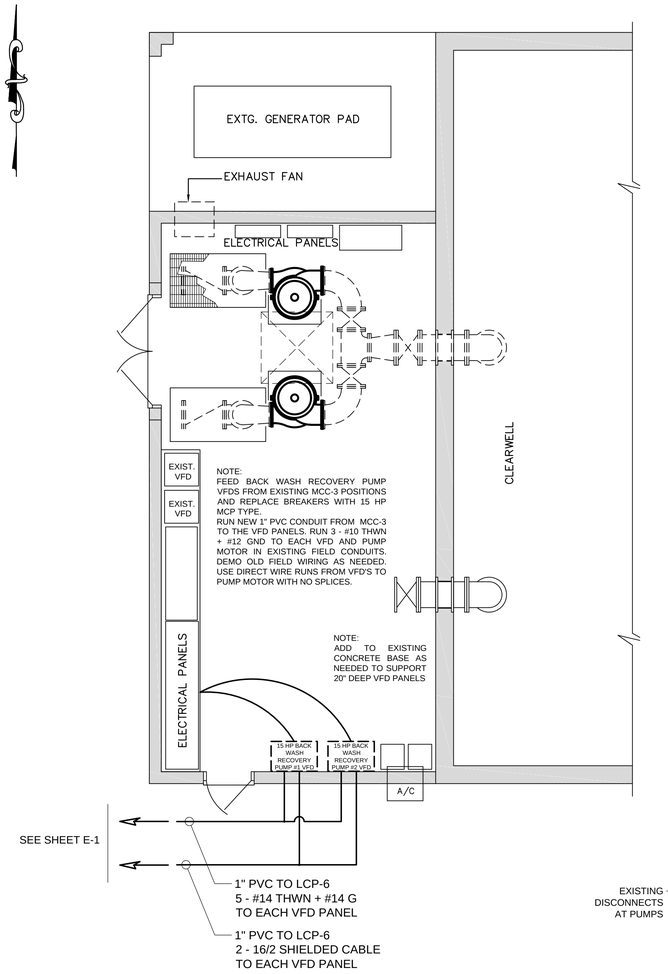


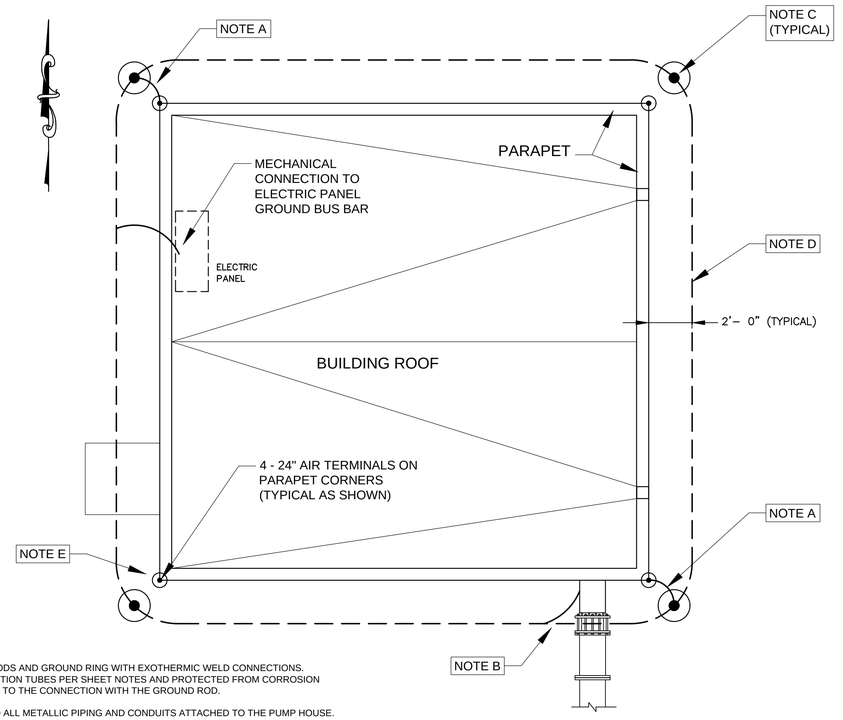
EXISTING CENTRAL PROCESS TRAIN PUMP STATION PLAN

SCALE: 1/4" = 1'-0"

CENTRAL TRAIN BUILDING ONE LINE ELECTRICAL

LIGHTNING PROTECTION SYSTEM NOTES:

1. THE LIGHTNING SYSTEM SHALL COMPLY WITH THE NFPA 780 STANDARD FOR THE INSTALLATION OF LIGHTNING PROTECTION SYSTEMS.
2. AIR TERMINALS TERMINALS SHALL BE 24" ABOVE THE PROTECTED SURFACE UNLESS OTHERWISE NOTED.
3. ALL CONDUCTORS SHALL BE #2 AWG BARE COPPER UNLESS OTHERWISE NOTED.
4. GROUNDING ELECTRODES SHALL BE A MINIMUM 3/4" DIA. X 10' LONG AND MADE FROM COPPER CLAD STEEL. INSTALL 24" FROM THE SLABS OR FOOTINGS DRIVE VERTICALLY TO A MINIMUM 18" BELOW GRADE.
5. CONNECTORS TO GROUND RODS OR LOOP CONDUCTORS SHALL BE A MINIMUM 24" BELOW GRADE AND 24" FROM SLABS AND FOOTINGS.
6. LPI STANDARDS SHALL BE FOLLOWED AND ALL EQUIPMENT SHALL BE APPROVED BY THE LPI. THE CONTRACTOR SHALL OBTAIN A LPI DATA PLATE AND PROVIDE A UL LISTING FOR THE LIGHTNING PROTECTION SYSTEM. CONTRACTOR SHALL SUBMIT A PROPOSED PLAN AND MATERIAL LIST FOR FINAL APPROVAL.
7. ALL MATERIAL SHALL BE COPPER AND THE MAIN CONDUCTOR RATED CLASS I.
8. CONNECT AT LEAST ONE DOWN CONDUCTOR TO THE PUMP HOUSE CITY WATER METAL PIPING AT ITS ENTRY POINT.
9. CONCEAL ALL EXPOSED DOWN LEAD CONDUCTORS USING C742 COPPER TUBE CABLE PROTECTORS FOR EACH DOWN LEAD. 3/4" X 7' L EXTENDING A MINIMUM OF 24" BELOW GRADE. FASTEN TO MASONRY WALLS USING COPPER STRAPS AND SS HARDWARE.
10. DOWN CONDUCTORS SHALL BE SECURELY BONDED TO THE PARAPET BY BOLTED JOINT FITTINGS HAVING A SURFACE CONTACT OF AT LEAST 8 SQUARE INCHES. METAL PARTS OF THE BUILDING, INCLUDING METAL ROOFING, SHALL NOT BE USED IN LIEU OF MAIN CONDUCTORS.
11. ALL METAL ITEMS LOCATED ON THE ROOF SUCH AS: METAL FLASHING, GRAVEL STOPS, ROOF DRAINS, VENTS, LOUVERS, DOOR FRAMES, ETC. LOCATED WITHIN 6' OF A LIGHTNING CONDUCTOR OR OTHER BONDED DEVISE SHALL BE INTERCONNECTED TO THE LIGHTING PROTECTION CONDUCTOR SYSTEM.
12. CONDUCTORS SHALL INTERCONNECT AT ALL AIR TERMINALS AND PROVIDE A TWO WAY PATH BOTH HORIZONTALLY AND VERTICALLY TO A GROUND TERMINAL CONNECTION.
13. ALL LIGHTING PROTECTION CABLES SHALL BE FASTENED AT A MINIMUM OF 3'. FASTENING HARDWARE SHALL BE CORROSION RESISTANT AND WITHSTAND A 200 POUND PULL TEST.
14. AIR TERMINALS SHALL BE PLACED AT ALL UNPROTECTED CORNERS AND AT A MAXIMUM OF 20' SPACING.
15. INTERCONNECT ALL GROUNDING MEDIA AND METALLIC CONDUCTORS TO PROVIDE A COMMON GROUND PATH BY BONDING ALL METALLIC PIPES IN ON THE STRUCTURE WHICH ENTER THE BUILDING WITHIN 25' OF A DOWN LEAD, GROUND LOOP OR GROUND ROD.
16. THE LIGHTNING PROTECTION SYSTEM SHALL BE BUILT SO THAT ALL COMPONENTS WILL BLEND ITO THE OVERALL APPEARANCE OF THE BUILDING.
17. SEAL THE ENDS OF THE DOWN LEAD CABLE PROTECTORS WITH DUCT SEAL TO PREVENT MOISTURE ACCUMULATION.
18. ALL FITTINGS AND HARDWARE SHALL BE CORROSION RESISTANT AND PROVIDED BY THE CONTRACTOR ALL FASTENING HARDWARE TO BE STAINLESS STEEL.
19. ALL BUILDING STRUCTURAL STEEL SHALL BE BONDED TO THE LIGHTING PROTECTION SYSTEM.
20. ANY COPPER MATERIAL WITHIN 24" OF A VENT, CHIMNEY OR OTHER SOURCE OF CORROSIVE GASES MUST BE PROTECTED TO PREVENT CORROSION OF THE COPPER MATERIAL.
21. COPPER MATERIALS OF THE LIGHTING PROTECTION SYSTEM SHALL NOT HAVE CONTACT WITH ANY ALUMINUM MATERIAL.
22. SEPARATE ALL LIGHTNING PROTECTION EQUIPMENT AND COMMUNICATION WIRING BY AT LEAST 6'.
23. PROVIDE SHOP DRAWINGS FOR APPROVAL.



NOTES:

A. 2- DOWN CONDUCTORS ATTACHED TO THE GROUND RODS AND GROUND RING WITH EXOTHERMIC WELD CONNECTIONS. DOWN CONDUCTORS TO BE PROTECTED WITH PROTECTION TUBES PER SHEET NOTES AND PROTECTED FROM CORROSION WITH A PROTECTIVE COATING FROM 36" ABOVE GRADE TO THE CONNECTION WITH THE GROUND ROD.

B. PROVIDE A MINIMUM #6 AWG GROUND CONNECTION TO ALL METALLIC PIPING AND CONDUITS ATTACHED TO THE PUMP HOUSE. ALSO PROVIDE A #2 AWG COPPER GROUNDING CONDUCTOR THAT IS ATTACHED TO THE ELECTRIC SERVICE GROUND, PUMP BUILDING LIGHTNING PROTECTION SYSTEM.

C. 4 - 3/4" X 10' COPPER CLAD STEEL GROUND RODS INSTALLED 24" FROM BUILDING/SLAB FOOTING DRIVEN VERTICALLY TO A MINIMUM OF 18" BELOW GRADE. ATTACH GROUND RING AND DOWN LEADS WITH EXOTHERMIC WELDS.

D. #2 AWG BARE COPPER GROUND RING TO BE BURIED AT A MINIMUM DEPTH OF 18" AND 24" FROM THE BUILDING FOOTING/SLAB.

E. USE BOLTED BRONZE CONNECTIONS APPROVED FOR LIGHTNING PROTECTION SYSTEMS FOR ALL ABOVE GROUND CONDUCTOR CONNECTIONS. FASTEN ALL CONDUCTORS EVERY 36" AS DESCRIBED IN THE SHEET NOTES.

BACKWASH AUGMENTATION BUILDING LIGHTING PROTECTION AND GROUNDING PLAN

SCALE: 1/4" = 1'-0"

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GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

PROJECT No. P0300

ELECTRIC DETAILS

DRAWN BY: SEM

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SHEET NO.
E-2
OF 19

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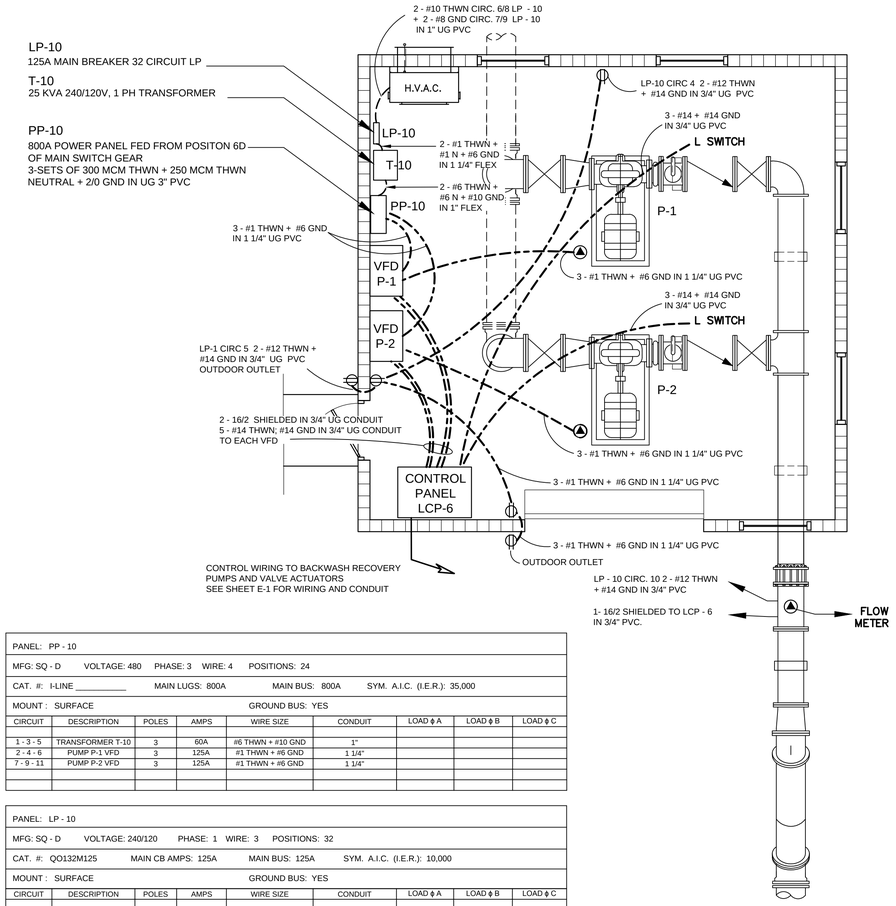
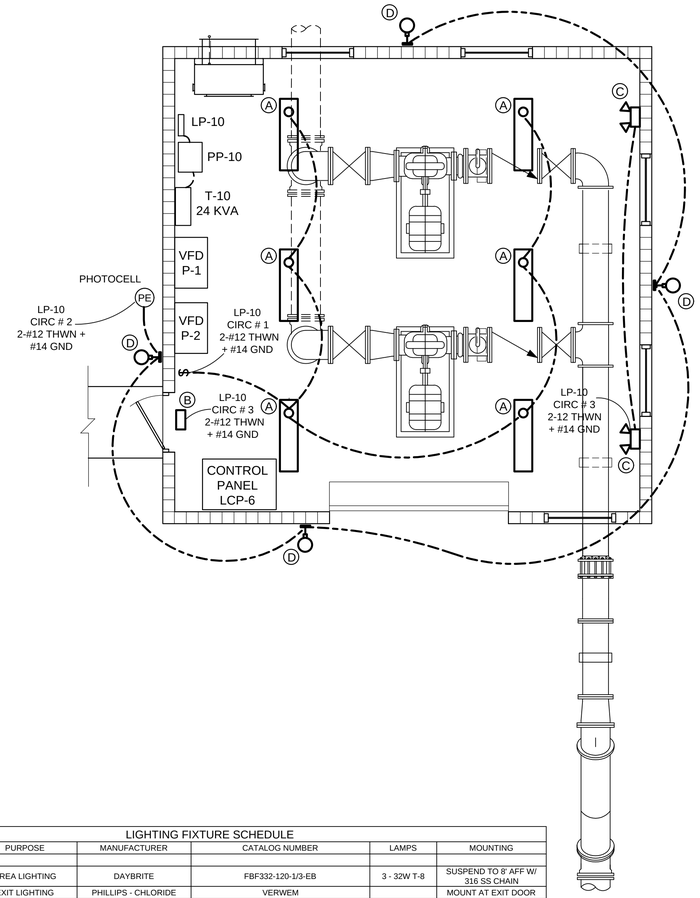


PANEL: PP - 10								
MFG: SQ - D VOLTAGE: 480 PHASE: 3 WIRE: 4 POSITIONS: 24								
CAT. #: I-LINE _____ MAIN LUGS: 800A MAIN BUS: 800A SYM. A.I.C. (I.E.R.): 35,000								
MOUNT : SURFACE GROUND BUS: YES								
CIRCUIT	DESCRIPTION	POLES	AMPS	WIRE SIZE	CONDUIT	LOAD ϕ A	LOAD ϕ B	LOAD ϕ C
1 - 3 - 5	TRANSFORMER T-10	3	60A	#6 THWN + #10 GND	1"			
2 - 4 - 6	PUMP P-1 VFD	3	125A	#1 THWN + #6 GND	1 1/4"			
7 - 9 - 11	PUMP P-2 VFD	3	125A	#1 THWN + #6 GND	1 1/4"			

PANEL: LP - 10								
MFG: SQ - D VOLTAGE: 240/120 PHASE: 1 WIRE: 3 POSITIONS: 32								
CAT. #: QO132M125 MAIN CB AMPS: 125A MAIN BUS: 125A SYM. A.I.C. (I.E.R.): 10,000								
MOUNT : SURFACE GROUND BUS: YES								
CIRCUIT	DESCRIPTION	POLES	AMPS	WIRE SIZE	CONDUIT	LOAD ϕ A	LOAD ϕ B	LOAD ϕ C
1	ROOM LIGHTING	1	20	#12 THWN	3/4"			
2	OUTSIDE LIGHTING	1	20	#12 THWN	3/4"			
3	EXIT & EMERGENCY	1	20	#12 THWN	3/4"			
4	OUTLETS - INTERIOR	1	20	#12 THWN	3/4"			
5	OUTLETS - EXTERIOR	1	20	#12 THWN	3/4"			
6-8	HEAT PUMP	2	30	#10 THWN	3/4"			
7-9	HEATING STRIP	2	50	#8 THWN	3/4"			
10	FLOW METER	1	20	#12 THWN	1/2"			
11	N BACKWASH VALVE	1	20	#12 THWN	1/2"			
12	S BACKWASH VALVE	1	20	#12 THWN	1/2"			
13	LPC - 6	1	20	#12 THWN	3/4"			

BACKWASH AUGMENTATION PUMPS STATION
ELECTRICAL PLAN

SCALE: 1/4"= 1'-0"



LIGHTING FIXTURE SCHEDULE						
TYPE	QUANITY	PURPOSE	MANUFACTURER	CATALOG NUMBER	LAMPS	MOUNTING
A	8	AREA LIGHTING	DAYBRITE	FBF332-120-1/3-EB	3 - 32W T-8	SUSPEND TO 8' AFF W/ 316 SS CHAIN
B	1	EXIT LIGHTING	PHILLIPS - CHLORIDE	VERWEM		MOUNT AT EXIT DOOR
C	2	EMERGENCY LIGHTING	PHILLIPS - CHLORIDE	S236LH20FWIC		MOUNT ON REAR WALL
D	4	OSL - WALL PACK	LITHONIA	TWH LED 30-C 1000 40K T3M 120 DDBXD		
PE	1	SUN LIGHT SENSOR				

BACKWASH AUGMENTATION PUMPS STATION
LIGHTING PLAN

SCALE: 1/4"= 1'-0"

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GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

PROJECT No. P0300

BACKWASH AUGMENTATION PUMPS ELECTRIC PLAN

DRAWN BY: SEM

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SHEET NO.
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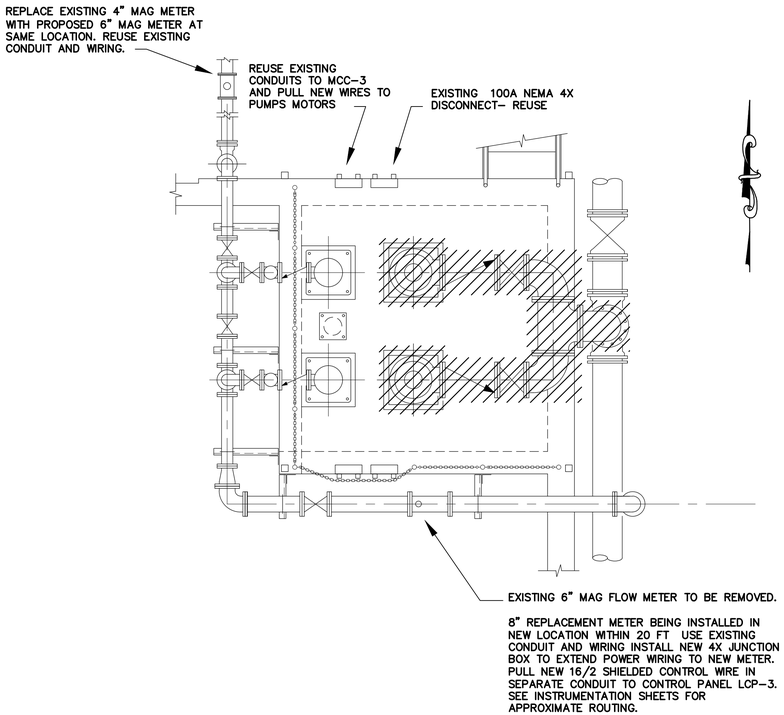
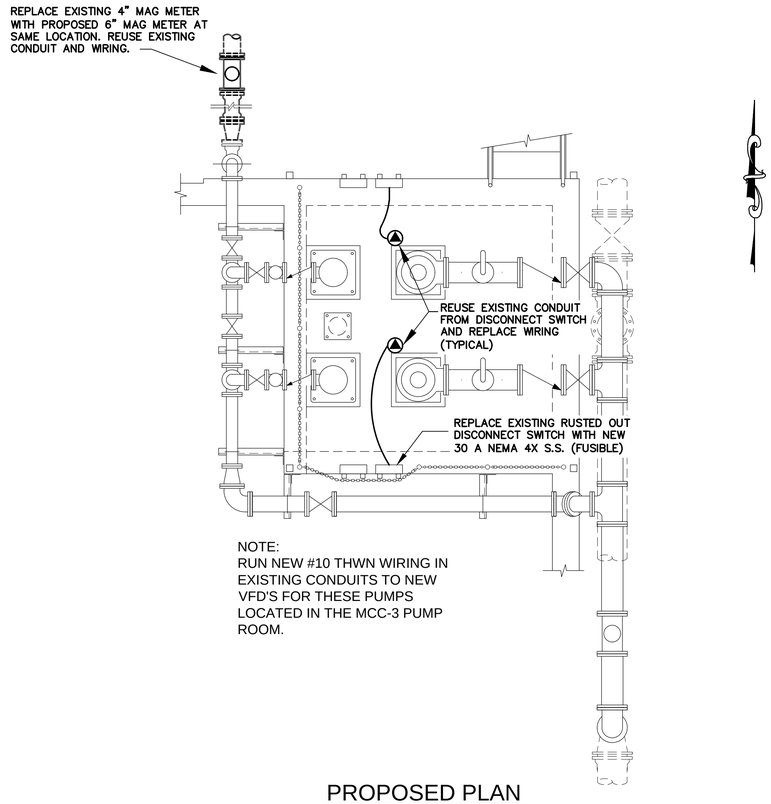


EXISTING/DEMOLITION PLAN

SCALE: 3/8" = 1'-0"



NOTE:
RUN NEW #10 THWN WIRING IN EXISTING CONDUITS TO NEW VFD'S FOR THESE PUMPS LOCATED IN THE MCC-3 PUMP ROOM.

PROPOSED PLAN

SCALE: 3/8" = 1'-0"

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BACKWASH RECOVERY PUMPS ELECTRICAL
DRAWN BY: SEM

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SHEET NO.
E-4
OF 19

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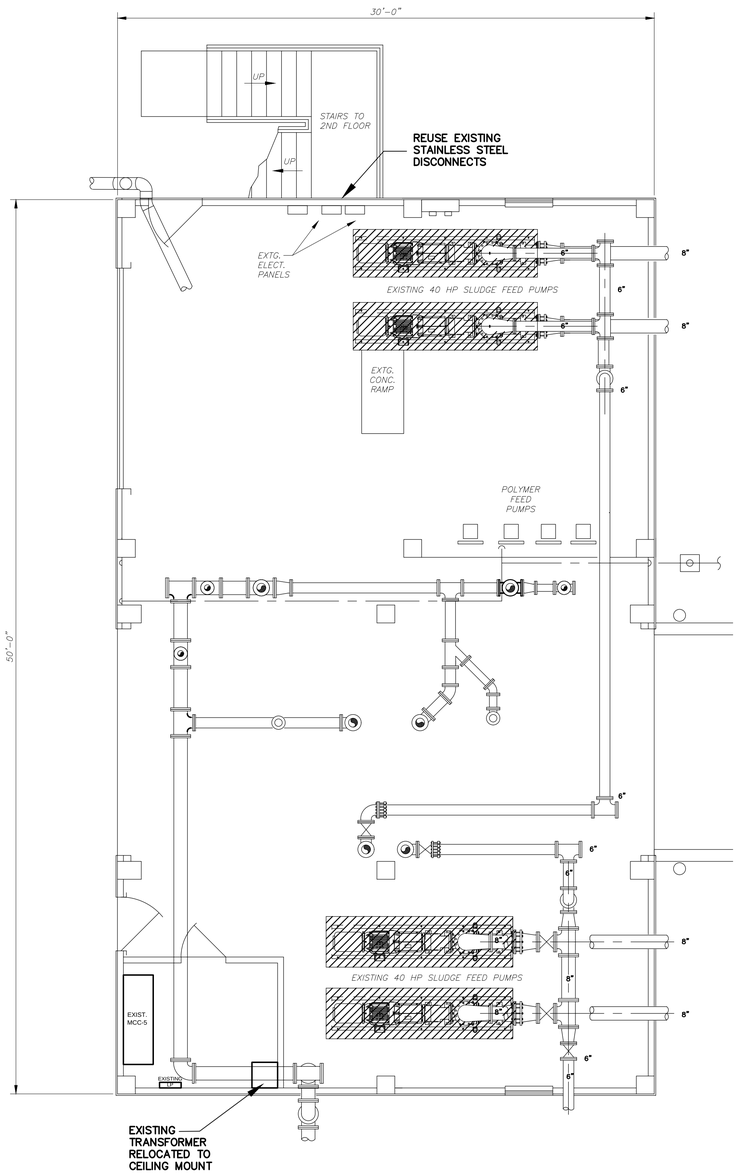

EXISTING/DEMOLITION PLAN

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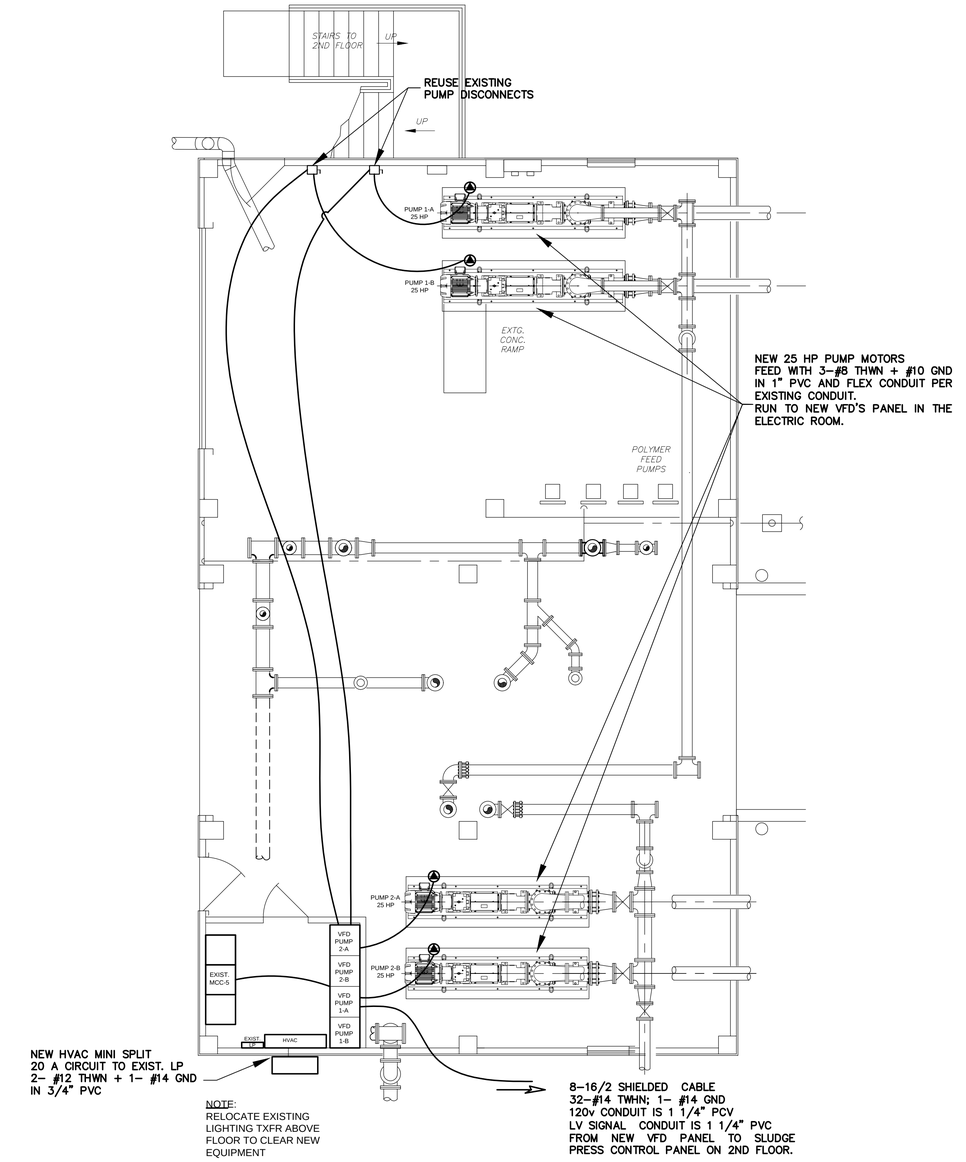

PROPOSED PLAN

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SLUDGE FEED PUMPS ELECTRIC

DRAWN BY: SEM

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SHEET NO.
E-5
OF 19

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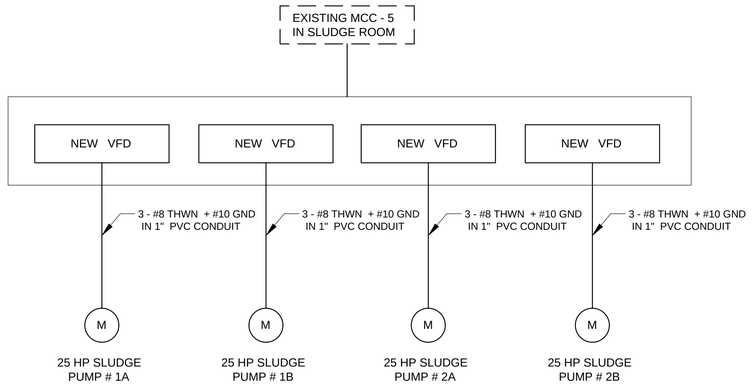
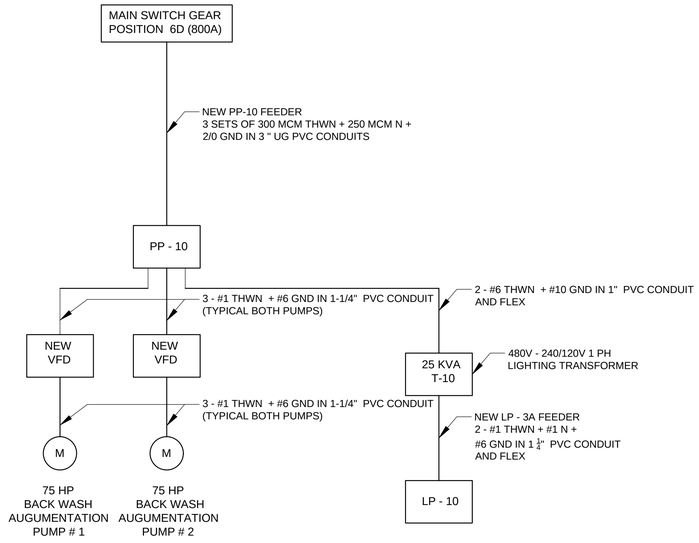


SLUDGE PUMP BUILDING - ONE LINE ELECTRICAL



BACKWASH AUGMENTATION PUMP BUILDING - ONE LINE ELECTRICAL

NOTES:

1. ALL DRIVE PANELS TO BE EQUIPPED WITH DISCONNECT SWITCHES AND BE NEMA 12 ENCLOSURES.
2. PANEL FACE TO INCLUDE DRIVE REMOTE INTERFACE CONTROL FUNCTIONS.
3. LOCAL/REMOTE SELECTOR SWITCH.
4. POWER - "0N" LIGHT.
5. VFD FAULT LIGHT.
6. START BUTTON.
7. STOP BUTTON.
8. VFD "RUN" LIGHT.
9. VFD "FAULT RESET BUTTON".
10. "E-STOP" MAINTAINED BUTTON.
11. INSTALL THE FOUR (4) SLUDGE PUMP VFD'S IN A SINGLE CUSTOM PANEL WITH A MAIN FLANGE MOUNTED DISCONNECT BREAKER AND INDIVIDUAL VFD BREAKERS WITH LOCK OUT CAPABILITY ON EACH BREAKER AS WELL AS ASSOCIATED CONTROLS, TERMINALS AND 7' WIDE SPACE. SPACE LIMITATIONS WILL APPLY AS IT WILL REQUIRE INSTALLATION ON THE INNER EAST WALL OF THE SLUDGE BUILDING ELECTRICAL ROOM ADD NEW 150A BREAKER POSITION INTO MCC #5'S VACANT SPACES AND THE NEW VFD PANEL WITH 3 -1/0 THWN + #6 GND IN 1 1/2" PVC CONDUIT. REUSE EXISTING FIELD CONDUITS TO PUMPS AS NEEDED.

VFD EQUIPMENT SCHEDULE

TYPE	QUANITY	PURPOSE	MANUFACTURER	CATALOG NUMBER	HP	MOUNTING
VFD	4	SLUDGE PUMPS	TOSHIBA	MDL G9 DRIVE WITH NEMA 12 PNL	25	FLOOR MT WITH FACTORY LEGS
VFD	2	BACKWASH RECOVERY PUMPS	TOSHIBA	MDL G9 DRIVE WITH NEMA 12 PNL	15	WALL MOUNT
VFD	2	BACKWASH AUGMENTATION PUMPS	TOSHIBA	MDL G9 DRIVE WITH NEMA 12 PNL	75	WALL MOUNT

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

PROJECT No. P0300

ELECTRIC DIAGRAMS AND NOTES

DRAWN BY: SEM

R.E. KRANZ, P.E.
FLORIDA REGISTRATION
#40787

SHEET NO.
E-6
OF 19

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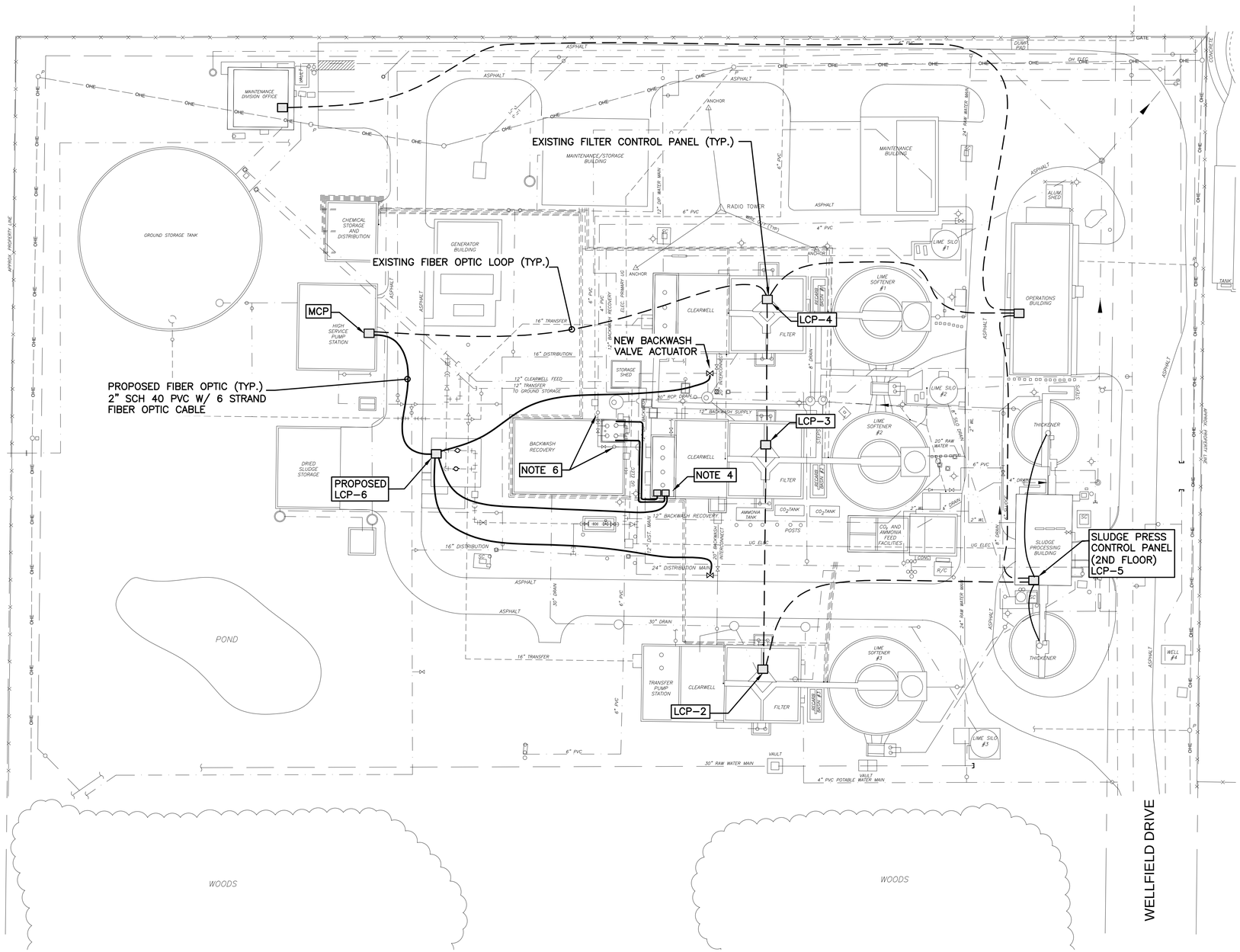

GRAPHIC SCALE

30 0 15 30 60

1 INCH = 30 FT.

PROPOSED WORK

1. MODIFY EXISTING SLUDGE PRESS CONTROL PANELS. INTERCEPT EXISTING SPEED SIGNAL FROM FOUR (4) POTENTIOMETERS IN EXISTING CONTROL PANELS. EXTEND SIGNALS TO PROPOSED SLUDGE FEED PUMP CONTROL PANELS. ONE SIGNAL FOR NORTH PAIR OF PUMPS AND ONE FOR SOUTH PAIR. REWORK EXISTING CONTROL PANEL FOR NORTH AND SOUTH PUMP CONTROLS. INSTALL NEW PANEL VIEW PLUS 6 10" HMI SCREEN IN PANEL INCLUDE DRESSER PLATE TO FILL EXISTING 16"x 10" HMI HOLE.

2. REPROGRAM LCPS 2, 3, AND 4 FOR AUTOMATIC FILTER BACKWASH SEQUENCE PER THAT ON SHEET I-2. AUTO TO BE CALLED FROM PLANT SCADA. INSTALL NEW PANEL VIEW PLUS 6 10" HMI SCREENS IN LCP 2, 3, AND 4, INCLUDE DRESSER PLATE TO FILL EXISTING 14.5"x 11" HOLE.

3. LCP 2, 3, AND 4 HAVE MANUAL SWITCHES TO PERFORM ALL FUNCTIONS OF BACKWASH. ONE OF THE SWITCHES IS FOR BACKWASH AUGMENTATION WATER WHICH CURRENTLY OPEN/CLOSE A CONTROL VALVE (TO BE ABANDONED). REPURPOSE THIS SIGNAL TO CALL THE PROPOSED BACKWASH AUGMENTATION PUMPS TO RUN AND ACTUATE NORTH AND SOUTH BACKWASH VALVE ACTUATORS VIA LCP-6.

4. PROVIDE NEW CONDUIT AND WIRING TO INTEGRATE SIGNALS FROM PROPOSED BACKWASH RECOVERY PUMPS TO LCP-6 AND PLANT SCADA. STATUS, CONTROL, ALARM, SPEED SIGNAL AND REFERENCE. INTEGRATE PROPOSED PUMPS INTO SCADA OPERATORS SCREENS IN OPERATIONS BUILDING.

5. PROPOSED LCP 6 TO COMMUNICATE WITH PLANT SCADA VIA FIBER LINK IN MCP. LCP-6 TO CONTROL PUMP SPEED ON OPERATOR SETPOINT FOR FLOW RATE. SYSTEM TO START/STOP BASED ON SIGNAL FROM SCADA DURING FILTER BACKWASH SEQUENCES AUTOMATIC OR MANUAL.

6. PROVIDE NEW 8" MAGNETIC FLOW METER AND DISCONNECT/RECONNECT EXISTING 6" MAGNETIC METER. EXISTING SIGNALS ROUTED TO LCP-3

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES
PROJECT No. P0300

INSTRUMENTATION SITE PLAN
DRAWN BY: SEM

KEVIN A. LEE, P.E.
FLORIDA REGISTRATION #71501

SHEET NO.
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OF 19

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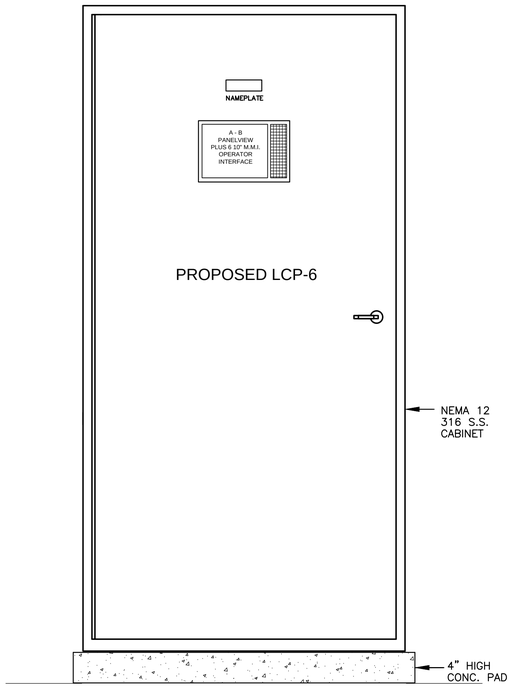
FILTER BACKWASH SEQUENCE OF OPERATION

(4 FILTER CELLS PER TREATMENT TRAIN x 3 TRAINS)

1. TURN ON BACKWASH AUGMENTATION PUMPS
2. BREAK IN FLUENT FLOW VACUUM
3. OPEN DRAIN VALVE
4. ACTUATE BACKWASH VALVES (SEE SCHEDULE)
5. HOLD 10 MINUTES (USER PROGRAMMABLE)
6. TURN ON SURFACE AGITATORS
7. HOLD 15 MINUTES (USER PROGRAMMABLE)
8. TURN OFF SURFACE AGITATORS
9. TURN OFF BACKWASH AUGMENTATION PUMPS
10. OPEN BACKWASH VALVES
11. START VACUUM TO RESUME INFLUENT FLOW

BACKWASH VALVE ACTUATOR SEQUENCE

	NORTH VALVE STATUS	SOUTH VALVE STATUS
LPC–2 BACKWASH	CLOSE	OPEN
LPC–3 BACKWASH	OPEN	CLOSE
LPC–4 BACKWASH	OPEN	CLOSE

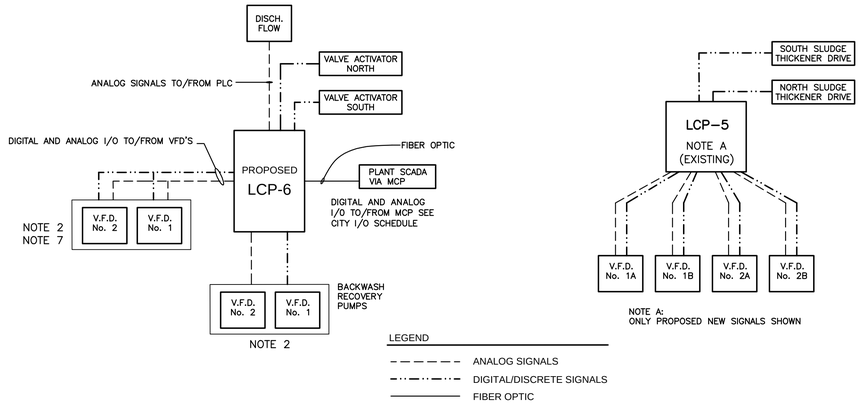


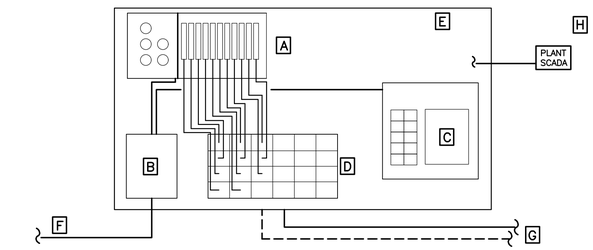
LCP–6 INPUT/OUTPUT SCHEDULE

DIGITAL INPUT	DIGITAL OUTPUT	ANALOG INPUT	ANALOG OUTPUT
BACKWASH AUG. PUMP No.1 RUN/FAIL	BACKWASH AUG. PUMP No.1 START/STOP	BACKWASH AUG. PUMP No.1 SPEED (%)	BACKWASH AUG. PUMP No.1 SPEED (%)
BACKWASH AUG. PUMP No.2 RUN/FAIL	BACKWASH AUG. PUMP No.2 START/STOP	BACKWASH AUG. PUMP No.2 SPEED (%)	BACKWASH AUG. PUMP No.2 SPEED (%)
BACKWASH TRANFER No.1 RUN/FAIL	MCP MODE REMOTE AUTO/MANUAL	FLOW METER	
BACKWASH TRANFER No.2 RUN/FAIL	BACKWASH PUMP ALARM	BACKWASH TRANFER No.1 SPEED (%)	BACKWASH TRANFER No.1 SPEED (%)
VALVE ACTUATOR NORTH RUN/FAIL	BACKWASH TRANSFER No.1 START/STOP	BACKWASH TRANFER No.2 SPEED (%)	BACKWASH TRANFER No.2 SPEED (%)
VALVE ACTUATOR SOUTH RUN/FAIL	BACKWASH TRANSFER No.2 START/STOP		
	BACKWASH TRANSFER PUMP ALARM		
	VALVE ACTUATOR NORTH OPEN/CLOSE		
	VALVE ACTUATOR SOUTH OPEN/CLOSE		

LCP–5 INPUT/OUTPUT SCHEDULE (NEW SIGNALS ONLY)

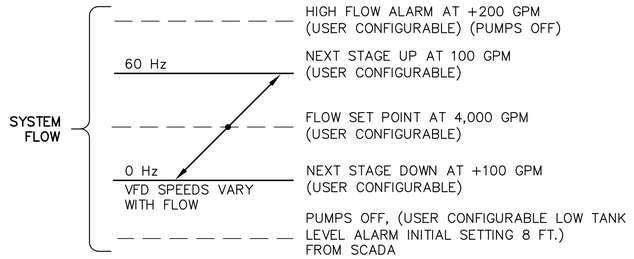
SLUDGE PUMP No.1A RUN/FAIL	SLUDGE PUMP No.1A START/STOP	SLUDGE PUMP No.1A SPEED (%)	SLUDGE PUMP No.1A SPEED (%)
SLUDGE PUMP No.1B RUN/FAIL	SLUDGE PUMP No.1B START/STOP	SLUDGE PUMP No.1B SPEED (%)	SLUDGE PUMP No.1B SPEED (%)
SLUDGE PUMP No.2A RUN/FAIL	SLUDGE PUMP No.2A START/STOP	SLUDGE PUMP No.2A SPEED (%)	SLUDGE PUMP No.2A SPEED (%)
SLUDGE PUMP No.2B RUN/FAIL	SLUDGE PUMP No.2B START/STOP	SLUDGE PUMP No.2B SPEED (%)	SLUDGE PUMP No.2B SPEED (%)
NORTH SLUDGE THICKENER RUN/FAIL	NORTH SLUDGE THICKENER START/STOP		
SOUTH SLUDGE THICKENER RUN/FAIL	SOUTH SLUDGE THICKENER START/STOP		





- A ALLEN–BRADLEY CONTROL LOGIX W/15 SLOT RACK (MIN.)
- B ALLEN–BRADLEY POWER SUPPLY WITH BATTERY BACKUP
- C A/B PANELVIEW PLUS 6 10" M.M.I., PANEL MOUNTED
- D ISOLATED TERMINAL STRIP WITH SURGE SUPPRESSION MODULES. SEE SPECIFICATIONS SECTION 13300 AND 13310
- E PANEL 'MCP' NEMA 12 316 S.S. CABINET WITH CONTINUOUS PIANO HINGE AND LOCKABLE FRONT.
- F 120 VAC POWER SUPPLY W/SURGE SUPPRESSION
- G ANALOG AND DIGITAL I/O TO/ FROM FIELD (QUANTITY DETERMINED BY PICS)
- H PLANT SCADA, SEE I/O SCHEDULE THIS SHEET

PROPOSED LCP-6 DIAGRAM



BACKWASH AUGMENTATION PUMP STAGING DIAGRAM

CONTRACTOR COORDINATION NOTES:

1. IT SHALL BE THE RESPONSIBILITY OF THE P.I.C.S. SYSTEM INTEGRATOR AND THE ELECTRICAL SUBCONTRACTOR TO COORDINATE THE INSTALLATION OF ALL CONTROL WIRING, INTERFACES AND CONNECTIONS REQUIRED FOR THIS PROJECT, AND TO INSURE COMPATIBILITY AND PROPER OPERATION OF ALL CONTROL SYSTEMS. THE PROJECT GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR RESOLVING POSSIBLE AREAS OF CONFLICT OR OVERLAP BETWEEN SUBCONTRACTORS IN ORDER TO PROVIDE THE CITY WITH A FULLY OPERATIONAL CONTROL SYSTEM.
2. WIRE COUNTS AND SIZING SHOWN FOR INFORMATIONAL PURPOSES ONLY. ELECTRICAL AND P.I.C.S. SYSTEM INTEGRATOR ARE RESPONSIBLE FOR ACTUAL WIRE COUNTS AND WIRE SIZING FOR CONTROL SYSTEM.

SYSTEM INTEGRATOR NOTES:

1. PICS SYSTEM INTEGRATOR TO BE REXEL AUTOMATION NO EQUAL.
2. THE PICS SYSTEM INTEGRATOR IS RESPONSIBLE FOR ALL ELEMENTS OF THE INSTRUMENTATION COMPONENTS. IT IS THE INTEGRATOR'S RESPONSIBILITY TO INSURE THAT ALL COMPONENTS SUPPLIED ARE COMPATIBLE AND MEET THE REQUIREMENTS OF THE SPECIFICATIONS.
3. THE PICS SYSTEM INTEGRATOR SHALL COORDINATE WITH THE ELECTRICAL SUBCONTRACTOR AND CITY STAFF TO VERIFY THAT ALL CONTROL WIRING REQUIRED TO SERVE ALL EXISTING AND PROPOSED COMPONENTS ARE COMPATIBLE WITH THAT SHOWN ON THE ELECTRICAL PLANS. CONTRACTOR TO VERIFY THIS COORDINATION.
4. THE PICS SYSTEM INTEGRATOR IS RESPONSIBLE FOR ALL SIGNAL ISOLATION AND LIGHTNING/SURGE SUPPRESSION REQUIRED TO ADEQUATELY PROTECT ALL EQUIPMENT PROVIDED AND/OR INSTALLED. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
5. ALL HARDWARE AND SOFTWARE SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING THE INSTALLATION AND ACCEPTANCE OF THE SYSTEM. THE SYSTEM INTEGRATOR IS RESPONSIBLE FOR THE PRODUCTS AND PERFORMANCE OF ANY SUPPLIERS AND SUBCONTRACTORS AND IS THE SINGLE POINT OF CONTACT REGARDING ALL WARRANTY ISSUES PERTAINING TO THE INSTRUMENTATION SYSTEM COMPONENTS.
6. THE PICS IS RESPONSIBLE FOR SCALING ALL FLOW METERS WITH PROPOSED ANALOG INDICATORS AND REMOTE MMI INTERFACE LOCATION. THE SYSTEM INTEGRATOR SHALL VERIFY THE SCALING, QUALITY AND TYPE OF SIGNAL BEING RECEIVED BY PROPOSED EQUIPMENT. ANY CONVERTERS AND/OR MODIFICATIONS ARE THE RESPONSIBILITY OF THE PICS.
7. PROVIDE PUMP FAIL STATUS FROM MCC TO PLC FOR ALL VALVE FAIL LIMIT SWITCHES.
8. FURNISH AND INSTALL VALVE FAIL LIMIT SWITCH FOR HIGH SERVICE AND WELL PUMPS. LIMIT SWITCHES FROM HIGH SERVICE DISCHARGE SHALL WIRE DIRECTLY TO TIME DELAY RELAY IN V.F.D. CABINET.

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

PROJECT No. P0300

INSTRUMENTATION DETAILS/NOTES

DRAWN BY: SEM

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SHEET NO.
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OF 19

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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 for a 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. (See also "Vendor")

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 offerors 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 vendors 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 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 Onvia/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 vendors 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 vendors 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. **Onvia/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 Vendors 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 employment or 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 Vendor 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 vendors requesting qualifications of the vendor 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 vendors 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 (Vendor)** is a vendor 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 (Vendor)** is a vendor 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 vendor 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 vendors 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 vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor'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.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

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 vendor. 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. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" 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 Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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. Vendors 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 this Response to a Formal Solicitation, the Vendor 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 this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor 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 Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor 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 Vendor 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 Vendor 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 the Vendor 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 the Vendor 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 the joint venture, 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 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 request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

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 Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals 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, Contract, proposal 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 to the lowest 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 office of the Owner, within the time specified

10. **BID RETURNS**

Vendors 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 Vendors 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 period 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 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 protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor 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 a Certificate Holder prior to execution of the contract.

15. **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 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.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was 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. Contractor 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. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor 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 City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor 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 Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **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 vendors, 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 vendor 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 notice 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.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor'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.

21. **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.

22. **CONTRACT**

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

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 Vendor. 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 Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor 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 Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

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 Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **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 Vendor 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 vendor in default.

Upon approval of a contract, the vendor 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, Vendor 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 Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer 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/Proposer 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.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor 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 Vendor. 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 Vendor 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.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor 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/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer 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/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **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.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the

vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor 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 Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his 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 Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors 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 Vendor 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.

39. **FACILITIES**

The City reserves the right to inspect the Vendor’s facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor’s name being removed from the City’s mailing list.

41. **FINANCIAL STABILITY**

Vendors 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.

42. **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.

43. **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.

44. **GOVERNING LAW**

Vendors 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 $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **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 vendor/provider 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*.

46. **HIPAA COMPLIANCE**

The Vendor 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 Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor 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 vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor 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 Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor'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 Vendor 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**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are

identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company**.**

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor 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.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor'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. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work 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 automobiles. <u>Additional Coverage</u>:	Auto Liability Body Injury: $100,000 each person, $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage</u>:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)	Coverage- $1,000,000 minimum	

54. **<u>INVOICES AND PAYMENTS</u>**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. 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 Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **<u>IRREVOCABILITY OF RESPONSES</u>**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **<u>LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS</u>**

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.

57. **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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor 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 Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of 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 he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

(3) Florida business shall be granted up to three percent (3%) of the available points.

(4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to

the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. 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.

63. **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. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **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.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor 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.

66. **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 Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **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.

68. **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.

69. **OTHER AGENCIES**

(a) All Vendors 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 Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal 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. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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. 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 Proposal. The Vendor shall sign his/her name and give his/her business address

in the spaces provided therefore. If the Proposal 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.

73. **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.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) 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 Pricing/Delivery Information 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 Vendor 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, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **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 cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY 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 Vendor 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.

77. **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 Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **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.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor 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 Vendors will not be able to procure a copy of their competitor's 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 vendor, or where a vendor answers questions. In other words, neither Vendors, 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 Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor 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 Vendor. 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.

82. **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.

83. **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.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records

retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

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 agent 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.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **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.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **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 Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors 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.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response 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 Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

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.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **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.

96. **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.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, 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 Vendor, 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 Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **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.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors 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 Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor 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: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, 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 2:30 p.m. on the date indicated in the Solicitation documents or as addenda 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 Responses deemed non-responsive will be returned to the Vendor 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 and name of the Vendor.

100. **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 Vendor 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 Vendor shall provide follow-up evidence that the Vendor 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 http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors 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 Vendor 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.

103. **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.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor'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.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor 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 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 Vendor 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 Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **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 Vendor 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.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where 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.

109. **USE OF SOLICITATION FORMS**

The Vendor 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 Vendor's Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor 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.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

b. The Vendor 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 Vendor.

c. In furnishing the service or product to the City, the Vendor 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, Contract, proposal or quote.

112. **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 Vendors, 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 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)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product 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 Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

ADDITIONAL MINIMUM QUALIFICATIONS

Contractor must have successfully completed at least 5 projects similar in size at water and/or wastewater facilities within the last 5 years that have included mechanical, electrical, and instrumentation.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Vendor's Acknowledgement

_____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 7.4 – Drug Free/Tie Preference Statement

_____ Form 7.5 – Public Entity Crimes Statement

_____ Form 7.6 – Affidavit of Anti-Collusion

_____ Form 7.7 – Authorized Signatures/Negotiators

_____ Form 7.8– Statement of Vendor's Qualifications

_____ Form 7.9 – Professional References for Previous Experience

_____ Form 7.10 – Listing of Subcontractors

_____ Form 7.11 – Vendor Application

_____ W-9 Form

_____ Form 7.12 – Local Business Affidavit of Eligibility

_____ Form 7.13 – Certificate as to Corporate Principal

_____ Form7.14 – Trench Safety Certification

_____ Form 7.15 Certificate of Insurance for Public Liability and Property Damage (A Copy of Certificate of Insurance Naming City of Port Orange as a Certificate Holder will be required prior to execution of contract)

_____ Form 7.16 Affidavit Regarding Workmen's Compensation (A Copy of Certificate of Insurance Naming City of Port Orange as a Certificate Holder will be required prior to execution of contract)

_____ Form 7.17 Contractor's Statement Under Oath, To Owner

_____ Form 7.18 Receipt and Release

_____ Form 7.19 Consent of surety for final payment

_____ Form 7.20 Contractors Final Release of lien

_____ Copy of Florida Certified General Contractor License

_____ Attachment 1 – Bid Proposal

_____ Bid Bond

_____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or 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 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, 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 Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) 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 Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / 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 Vendor interested in said ITB; and that the undersigned executed this Vendor'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 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
_____	_____
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
_____	_____
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

_____
Notary Public

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 Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer 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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[*Notary: Please select one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS 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: _____ ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'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 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor.

B. Permanent main office address.

C. Date organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment currently owned or leased.

L. Experience in work similar to this type of project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit currently available: $_____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[Notary: Please select one]
□ 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 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is 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 or

   Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods or

   Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods or

   Services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor 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 Vendor shall not substitute subcontractors without approval from the Engineer. Vendor 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 7.11 – VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange Date: _____

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) #

E-MAIL ADDRESS: _____
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated:_____ Year:_____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title:_____

Commodity/Services _____
_____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

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).

4. 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 on page 4.

Sign Here | Signature of U.S. person | Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

FORM 7.12 – 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 State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: ___

MAILING ADDRESS: _____

CITY-STATE-ZIP: ____

Length of Time at Address Provided: _____

Physical Presence of Business: □ Headquarters, □ Manufacturing Facility, or □ Locally Owned Franchise

And within Legal Boundaries: □ The City of Port Orange □ Volusia County □ The State of Florida

FEIN *(Federal Employer Identification Number)*:_____

BUISINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship

□ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL
SIGNATURE OF NOTARY PUBLIC
THIS_____DAY OF_____, 20___
My Commission Expires: _____

_____
SIGNATURE OF AFFIANT DATE

_____
PRINTED NAME OF AFFIANT / TITLE

_____
COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____
Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.14 – CERTIFICATION OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Vendor acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CER 1926.650 (Subpart P as amended). Vendor further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Law of Florida) and the Occupational Safety and Health Administrations excavation safety standards as they may be amended from time-to-time.

BY: _____

Name of Business

_____

Authorized Signature

_____

Date

This document must be completed and returned with your Submittal

FORM 7-15 – CERTIFICATE OF INSURANCE FOR PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has issued to _____, of the City of _____, State of _____, the following policy or policies: Public Liability Policy No. _____ effective on _____, 20____, limits _____, Property Damage Policy No. _____ effective on _____, 20____, and expiring on _____, 20_____, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the _____, in writing thirty (30) days prior to cancellation of the policy.

_____
Authorized Signature

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

This document must be completed and returned with your Submittal

FORM 7-16 AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____ being duly sworn according to law, deposes and says (it, he, they) have accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20 _____ to _____, 20_____.

WITNESS:

_____

CONTRACTOR:

_____

By _____

Title _____

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

My Commission Expires: _____

_____
Notary Public

_____
Notary Public Printed Name

This document must be completed and returned with your Submittal

FORM 7-17 – CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

_____

The undersigned as Contractor has heretofore, on the ____ day of _____, 20_____, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____ for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by
Quentin L. Hampton Associates
4401 Eastport Parkway
Port Orange, FL 32129

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this _____ day of _____, 20_____.

CONTRACTOR:

By: _____

Title: _____

State of _____
County of _____

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

My Commission Expires: _____

_____
Notary Public

_____
Notary Public Printed Name

This document must be completed and returned with your Submittal

FORM 7-18 – RECEIPT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned _____ of _____ was heretofore, on _____, 20_____, awarded a Contract by _____ for the Contract Price of $_____ to furnish all the materials and labor in the construction of a project entitled: **ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES** in accordance with the plans and specifications therefore, as prepared by Quentin L. Hampton Associates Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of $_____ as payment thereon.

That the undersigned has this date received from _____ the sum of $_____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said as described in the said Contract, form any and all liens, claims or demands whatsoever that has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that _____ will hold harmless the _____ from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set _____ hand and seal this _____ day of _____, 20_____.

Witnessed by:

_____

CONTRACTOR:

_____

By: _____

Title: _____

State of _____
County of _____

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

My Commission Expires: _____

_____
Notary Public

_____
Notary Public Printed Name

This document must be completed and returned with your Submittal

FORM 7-19 – CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: **ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES**

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety: _____
on the Payment Bond of the following named Contractor: _____
hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20_____.

_____
(Name of Surety Company)

_____
(Signature of Authorized Representative)

(Affix
Corporate Seal)

TITLE _____

his document must be completed and returned with your Submittal

FORM 7-20 CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as*:*

ITB #17-13 GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

dated the ___ day of _____, 20___, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

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

_____

Notary Public

My Commission Expires: _____

We, the _____having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars ($_____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, the _____has caused this instrument to be executed on its behalf by its _____and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

_____
Surety Company

_____
Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ _____and/or authority to execute the same on behalf of said _____ _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____this _____day of _____, 20_____.

_____
Notary Public

My Commission Expires:_____

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

Below is a sample of the bid cost/fee proposal that must be included with a Vendor's sealed bid package. A fillable, locked Excel document is uploaded along with this ITB document on DemandStar.com for completion by the Vendor and must be included in the Vendor's sealed bid submittal. **Only the Cost/Fee Proposal document provided by the City will be acceptable**.

"ATTACHMENT 1" ITB 17-13 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
GARNSEY W.T.P. SLUDGE FEED PUMPS FILTER BACKWASH UPGRADES

ITB# 17-13
Completed Attachment 1 Bid Propsal form MUST be included with Bid Submission
Instruction to save Attachment from website: www.demandstar.com
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.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Mobilization	1	LS	$ -	$ -
2	Sludge Feed Pumps	1	LS	$	$
3	Backwash Recovery Pumps	1	LS	$ -	$ -
4	Construct Backwash Water Augmentation Pump Station and Building	1	LS	$	$
	YARD PIPING				
5	a. 18 Inch (18") DIP Pipe, Fittings and Valves	1	LS	$ -	$ -
6	b. Motor Acutated 18 Inch (18") Valve	1	LS	$ -	$ -
7	Electrical	1	LS	$ -	$ -
8	Instrumentation & Controls	1	LS	$ -	$ -
9	As-Builts	1	LS	$ -	$ -
10	Permit Allowance	1	LS	$ 10,000.00	$ 10,000.00
11	Pre-Construction Video	1	LS	$ -	$ -
12	Excavation and Grading	1	LS	$ -	$ -
13	Hand Locate and Expose Existing Utilities	1	LS	$ -	$ -
14	Indemnification	1	LS	$ -	$ -
15	Unforeseen Conditions	1	LS	$ 50,000.00	$ 50,000.00
16	Restoration	1	LS	$ -	$ -
				TOTAL BASE BID 1-16	$ 60,000.00
17	ALTERNATE No 1 - YARD PIPING				
	a. Six Inch (6") PVC Pipe, Fittings and Valves	1	LS		$ -
				ALTERNATE No.1 TOTAL	$ -

FOR INFORMATIONAL PURPOSES

This document must be completed and returned with your Submittal

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 within 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 within 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 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 _____, A.D. 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 original bid bond and financial statement of Surety Company).*

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.: _____ *NAIC No. :* _____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

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 forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

_____
Signature of Affiant

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)

END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

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]

FOR INFORMATIONAL PURPOSES ONLY

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

_____
Name of Project

City Project No._____
Bond No._____

Space Reserved for Recording Data

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.

FOR INFORMATIONAL PURPOSES ONLY

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.

FOR INFORMATIONAL PURPOSES ONLY

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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(800) 548-2723
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Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

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11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

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37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

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48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

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C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. Does not conform to the Contract Documents; or

   b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

   c. Has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

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ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary Schedule of Submittals; and

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3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

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ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error,

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ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. The provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

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3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. Is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. Is of such a nature as to require a change in the Contract Documents; or

3. Differs materially from that shown or indicated in the Contract Documents; or

4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

Then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

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2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

    a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

    b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

    c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

    1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

    2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

        a. Reviewing and checking all such information and data;

        b. Locating all Underground Facilities shown or indicated in the Contract Documents;

        c. Coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

        d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

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B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary

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Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

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F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or

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Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. By any other person for any other reason;

5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

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employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. Include at least the specific coverage and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. Include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. Include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

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1. Include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. Allow for partial utilization of the Work by Owner;

6. Include testing and startup; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the

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Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall advise Contractor in writing whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization

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pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds or insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

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5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. In the exercise of reasonable judgment Engineer determines that:

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1) It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) It has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) There will be no increase in cost to the Owner or increase in Contract Times; and

2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) Shall certify that the proposed substitute item will:

a) Perform adequately the functions and achieve the results called for by the general design,

b) Be similar in substance to that specified, and

c) Be suited to the same use as that specified;

2) Will state:

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a) The extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) Whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) Whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) Will identify:

a) All variations of the proposed substitute item from that specified, and

b) Available engineering, sales, maintenance, repair, and replacement services; and

4) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of

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Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. Shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

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E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

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C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

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6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

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6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any

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other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

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b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended, and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members,

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partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. Normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. Any inspection, test, or approval by others; or

7. Any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly

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employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop 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 Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

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D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. Written notice thereof will be given to Contractor prior to starting any such other work; and

2. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

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8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

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8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and

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authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements

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of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

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2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

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C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. Deny the Claim in whole or in part;

2. Approve the Claim; or

3. Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay

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applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

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e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor are required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. The cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal

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to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. The quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. There is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

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3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. For costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

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B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. For inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. As otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in

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the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

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13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. Repair such defective land or areas; or

2. Correct such defective Work; or

3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. The Work has progressed to the point indicated;

   b. The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. The conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. There may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. To supervise, direct, or control the Work, or

    b. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

    e. To determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

    a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;

    b. The Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

    d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

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a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. There are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative

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certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If

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Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. Consent of the surety, if any, to final payment;

   c. A list of all Claims against Owner that Contractor believes are unsettled; and

   d. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

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indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

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1. A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

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2. Incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. Complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

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3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. Reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

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C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. Agrees with the other party to submit the Claim to another dispute resolution process; or

3. Gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2007 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.44 Delete the definition of *Substantial Completion* and insert the following in its place:

44. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Constitutions Contracts:

SC-1.01.A.52 Compensable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the OWNER.

SC-1.01.A.53 Correction Period - The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to paragraph 13.07 of the General Conditions, as supplemented.

SC-1.01A.54 Final Completion - The date upon which final payment is due to be paid by OWNER to CONTRACTOR.

SC-1.01A.55 Excusable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.

SC-1.01A.56 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

SC-1.01A.57 Initiation of Operation - The date when the OWNER actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The OWNER shall not be deemed to have accepted the Work until Initiation of Operation.

SC-1.01A.58 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.

SC-1.01A.59 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.

SC-1.01A.60 Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01310: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.

SC-1.01A.61 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

SC-1.01A.62 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.

SC-1.01A.63 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contact Documents and (ii) of complying with the final test requirements in the Contract Documents."

SC-2.02 Modify paragraph 2.02A of the General Conditions:

A. After the Agreement has been executed, the Engineer will furnish the CONTRACTOR five (5) complete sets of Contract Documents.

SC-2.03 Delete paragraph 2.03 of the General Conditions in its entirety and insert the following in its place.

A. A "Notice to Proceed" may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

SC-2.05 Add the following immediately after subparagraph 2.05A.3 of the Standard General Conditions:

4. The submittals required in subparagraphs 1, 2 and 3 shall be as specified in Section 01310, 01340 and 01370, respectively.

SC-3.01 Add the following immediately after paragraph 3.01C of the Standard General Conditions:

D. When measurements are affected by conditions already established or where items are to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

E. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.

SC-4.03 Change the first sentence "Contractor shall promptly". Add "The CONTRACTOR shall, within three (3) days, after becoming aware thereof..."

SC-4.06 Add a new paragraph immediately after paragraph 4.06 I. of the Standard General Conditions which is to read as following:

J. No claim of the CONTRACTOR under paragraphs 4.02, 4.04 and 4.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in sub-paragraph 4.06D, and (2) within thirty (30)

days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the CONTRACTOR's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 12 of the Standard General Conditions.

SC-5.01 Add a new paragraph immediately after paragraph 5.01 B. Of the Standard General Conditions which is to read as follows:

1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:

    a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.

    All Surety Companies are subject to approval and may be rejected by the OWNER without cause.

2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.

    a. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

3. Requirements:

    a. Policyholders surplus is required to be five (5) times the amount of any one bond.

    b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the OWNER.

SC-5.01 Add a new paragraph immediately after paragraph 5.01C of the Standard General Conditions which read as follows:

D. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney’s fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-5.04A In the case of a conflict between paragraph 5.04A of Section 00700 and one or more of the provisions of Section 00800A, the provisions of 00800A shall prevail.

SC-5.05A Delete paragraph 5.05A of the Standard General Conditions in its entirety.

SC-5.06A Delete paragraph 5.06 of the Standard General Conditions in its entirety and insert the following in its place:

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, hurricanes, flood, tornadoes, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment are to be included in an Application for Payment.

5. Allow for partial utilization of the Work by Owner;

6. Include testing and startup; and

7. Be maintained in effect until the later of the two; Initiation of Operation or Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with

thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of Section 00800A.

SC-5.06B Delete paragraph 5.06B of the Standard General Conditions in its entirety.

SC-5.06D Delete paragraph 5.06D of the Standard General Conditions in its entirety.

SC-5.06E Delete paragraph 5.06E of the Standard General Conditions in its entirety.

SC-5.10 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:

A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.01 Add the following sub-paragraphs immediately after paragraph 6.01B of the Standard General Conditions which are to read as follow:

C. The Owner reserves the right to review and approve the resident superintendent.

SC-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:

C. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours after sunrise to one-half hour before sunset but not more than ten (10) hours per day fifty (50) hours per week during weekdays. Requests to Work during other than regular working hours must be submitted to the OWNER at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the OWNER ample time to arrange for its personnel to be at the site of the Work.

D. The OWNER will pay for charges of ENGINEER and construction observation performed during regular working hours. The CONTRACTOR shall pay for additional engineering and

construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-6.02C. The rate paid to the OWNER by the CONTRACTOR for additional engineering and construction observation changes shall be in accordance with the existing Contract between the OWNER and ENGINEER.

E. The CONTRACTOR shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the CONTRACTOR and no extra payment shall be made by the OWNER on account of such Work.

SC-6.06 Delete paragraphs 6.06A and 6.06B of the Standard General Conditions and insert the following in its place:

A. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection and shall not be required to employ as a Subcontractor, Supplier or any person or organization against whom the CONTRACTOR has reasonable objection. A Subcontractor, Supplier or other person or organization identified in the CONTRACTOR's Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if the OWNER delivers no written objection thereto within forty-five (45) days after CONTRACTOR's written identification of such Subcontractors.

B. However, if the OWNER has reasonable objection to any Subcontractor identified in the Bid or subsequently, the CONTRACTOR shall submit an acceptable substitute without entitlement to any change in Contract Price. If the OWNER demands the substitution of a Subcontractor at any time without having reasonable objection to such Subcontractor, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order or Written Amendment) for the difference in cost occasioned by such substitution. After acceptance by the OWNER, the CONTRACTOR shall make no substitution without written approval of the OWNER, which may be granted or withheld at OWNER's sole discretion. No acceptance by the OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the OWNER to reject defective work.

SC-6.08 Add the following to the end of paragraph 6.08 in the Standard General Conditions:

B. "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as described in “Location, Scope and Special Requirements."

SC-6.11 Add new sub-paragraphs immediately after paragraph 6.11A.3 of the Standard General Conditions which are to read as follows:

A. Use of OWNER's property by the CONTRACTOR for storage of materials and equipment will be negotiated.

B. Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.

SC-6.13 Add the following at the end of Paragraph A:

The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer’s own employees. The Contractor is responsible for construction means, methods, sequences, testing, techniques and procedures necessary for performing, superintending or coordinating all portions of the work in accordance with the contract documents and any health or safety precautions required by the contract documents and/or any regulatory agencies. The Engineer has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Engineer does not have the authority to stop the work of any construction contractor. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner’s agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner’s agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor’s general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-6.13 The CONTRACTOR's obligations under paragraph 6.13 of the Standard General Conditions shall continue after the date of Substantial Completion until the Initiation of Operation.

Add the following paragraph after paragraph 6.13F of the Standard General Conditions:

G. "The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. If there is any possibility of buoyancy of a structure, the CONTRACTOR shall take

the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-6.17 Add the following paragraph after 6.17D.3 in the Standard General Conditions:

4. Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first resubmittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time of subsequent resubmittals.

SC-6.19 Add the following after paragraph 6.19C.

D. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement 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 Agreement conform to the standards required by this Contract.

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

E. Additional Warranties – Contractor further expressly warrants the manufacturer must provide a one (1) year Warranty on equipment. This shall cover 100% of all component failures due to defects in workmanship or repeated use. Routine maintenance is not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award.

SC-6.20A In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

SC-6.20B Delete paragraph 6.20B of the Standard General Conditions in its entirety and insert the following in its place:

B. The Contractor agrees not to bring any claim, suite, action or other legal proceeding against the engineer and its consultants that may arise out of or in connection with the Work or this agreement. The Engineer and its consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or in equity.

SC-7.02 Delete paragraph 7.02 of the Standard General Conditions in its entirety and insert the following in its place:

7.02 A. The parties expressly acknowledge that the Work to be done contractors.

1. The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.

2. The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.

3. Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.

4. If the Work is delayed because of any acts of omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.

SC-8.06 Delete paragraph 8.06 of the Standard General Conditions in its entirety.

SC-9.08 Delete paragraphs 9.08A-C in their entirety and insert the following:

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be

submitted to ENGINEER and the other party within sixty (60) days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty (30) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty (60) days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

SC-9.08 Re-letter paragraph 9.08D as 9.08B.

SC-9.08 Add the following sentences to the end of paragraph 9.08B of the Standard General Conditions:

"No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which the ENGINEER has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in ENGINEER's decision being final and binding upon the OWNER and the CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations."

SC-10.01 Delete paragraph 10.01 A of the Standard General Conditions in its entirety and insert the following in its place:

A. Without invalidating the Agreement, and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. The CONTRACTOR shall not proceed with any Change Order until the OWNER and Engineer have signed and delivered to the CONTRACTOR the written Change Order. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change

Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

SC-12.02 Delete paragraphs 12.02A and 12.02B of the Standard General Conditions in its entirety and insert the following in its place:

A. The Contract Time may be changed only by a Change Order or a Written Amendment. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or circumstance giving rise to an Excusable or Compensable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in Section 01310: Progress Schedules and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment, as defined in paragraph 14.07 of the Standard General Conditions.

B. No forfeiture due to delay shall be made because of any Excusable and Prejudicial Delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any change in Contract Price. The sole remedy of the CONTRACTOR shall be an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Progress Schedules.

C. No forfeiture due to delay shall be made because of any Compensable and Prejudicial Delays in the completion of the Work or a specified part thereof. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Construction Progress Schedules, of the General Requirements.

D. No extensions of Contract Time or increases in Contract Price shall be granted for Non-prejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-12.06 Paragraph 12.06B is hereby revised to provide equitable adjustment in contract time only; not contract price.

SC-13.03 Delete Paragraph 13.03B and sub-paragraphs 1, 2 and 3 in their entirety and insert the following:

B. Payment of testing and laboratory services is specified in Section 01410; Testing and Laboratory Services for inspections and tests required by the Contract Documents. CONTRACTOR shall pay for inspections, tests or approvals covered by paragraph 13.03C. Costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04B shall be paid as provided in said paragraph 13.04B.

SC-13.04 Amend paragraph 13.04C of the Standard General Conditions to read as follows:

"…replacement of Work of others), and any additional expenses experienced by OWNER due to delays to other contractors, an appropriate deductive Change Order shall be issued. The CONTRACTOR shall further bear the responsibility for maintaining the schedule and will be excluded from a time extension and the recovery of delay damages due to the uncovering. If, the parties…"

SC-13.06 Add the following new paragraph immediately after paragraph 13.06B of the Standard General Conditions:

C. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contact Documents and will not be defective. The CONTRACTOR shall not be entitled to an extension of Contract Time for correcting or removing defective Work.

SC-13.07 Add the following new sub-paragraph immediately after sub-paragraph 13.07A.4:

5. When deemed necessary by OWNER, CONTRACTOR shall furnish and install at no cost to OWNER, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

Add the following new paragraphs immediately after paragraph 13.07E:

F. Subject to adjustments as described in sub-paragraph 13.07G, the period during which the CONTRACTOR must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the OWNER (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial

Completion and Initiation of Operation shall not exceed one hundred (100) days.

G. No later than thirty (30) days before Initiation of Operation the OWNER shall notify the CONTRACTOR in writing of the date upon which Initiation of Operation is expected to occur, and the CONTRACTOR shall ensure that the Work is ready in its entirety by such date for use by the OWNER as contemplated in the Contract Documents.

H. From the date of Substantial Completion until Initiation of Operation, the CONTRACTOR shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The CONTRACTOR shall rebuild, repair, restore, and make good at no cost to the OWNER, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the OWNER, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall not relieve the CONTRACTOR of its responsibility for the Work as herein specified. The CONTRACTOR's responsibilities under this paragraph 13.07 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

I. At the OWNER's sole option, the Correction Period may be extended or shortened. The Contract Price shall be adjusted accordingly as provided in paragraphs 11 and 12 of the Standard General Conditions.

SC-14.02.A.1 Add the following sentence to end of paragraph 14.02 A.1:

Payment to Contractor for stored materials shall be the Owner’s option and at the Owner’s sole discretion.

SC-14.02 Add the new sub-paragraph immediately after sub-paragraph 14.02A.3:

4. Each monthly Application for Payment shall incorporate the corresponding "Monthly Progress Status Report" prepared per the requirements of Section 01310: Progress Schedules.

SC-14.02.C.1 This section is hereby deleted. The requirements of Florida Statute 218.735(a) of the Florida Prompt Payment Act shall apply.

SC-14.04.A Delete paragraph 14.04.A in its entirety and insert the following in its place:

A. After all requirements of Section 01700: Contract Closeout have been met with respect to Substantial Completion, and when the

CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

SC-15.01 Add a new subparagraph immediately after paragraph 15.01A of the Standard General Conditions to read as follows:

1. Notwithstanding this paragraph 15.01A, if the OWNER stops Work under paragraph 13.05 or suspends the CONTRACTOR's services under paragraph 13.09 of the Standard General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-16 Delete Article 16 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between OWNER and CONTRACTOR shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute arises. The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of Volusia County, Florida. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

SC-17.06 Add the following paragraph immediately after paragraph 17.05 of the General Conditions which are to read as follows:

17.06 The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER. The forms for Notice to Proceed, Notice of Award and others, which the ENGINEER may use are contained in the subsequent pages of these Supplementary Conditions.

SC-17-07 Add the following new paragraph immediately after Paragraph 17.06:

A. *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 119.10, 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

END OF SECTION

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16031	Demonstration of Completed Electrical Systems
16040	Electrical Identification
16060	Electrical Connection for Equipment
16110	Raceways and Conduits
16120	Wires and Cables
16130	Electrical Boxes and Fittings
16140	Wiring Devices
16175	Electrical Motors
16178	Variable Frequency Drives
16390	Grounding
16501	Interior Lighting Fixtures
16550	Exterior Building Lighting
16670	Lightning Protection System
16950	Test and Performance Verification

SECTION 01000

PROJECT REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01010: Summary of Project.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.

5. Where public utility installations of structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as

required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.

8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

B. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished one (1) complete set of reproducible Mylar sepias (24 inches by 36 inches) and one (1) reproducible copy of the Project Manual.

2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.

C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install,

adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.

3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

2. The vertical bench marks provided is USGS “Public Records” monumentation and the horizontal control is the monumentation on plats contained in the “Public Records of Volusia County.”

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.

2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.

3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01010

SUMMARY OF PROJECT

PART 1 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the construction of the **GARNSEY W.T.P. SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES.** The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Replacement of four (4) progressive cavity sludge feed pumps along with filter backwash upgrades. The backwash upgrades include installing two (2) centrifugal pumps, two (2) vertical turbine pumps, four (4) electric actuators, and a new pump station building.

B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.

C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

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

B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.

1. Clearing and grubbing.

2. Excavation, including necessary pavement base removal.

3. Shoring and sheeting.

4. Dewatering and disposal of surplus water.

5. Structural Fill.

6. Backfill.

7. Grading.

8. Replacement of unpaved roadways, grass, and shrubbery plots.

9. Cleanup.

10. Testing and placing system in operation.

11. Any material and equipment required to be installed and utilized for the test.

12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.

13. Maintaining the existing quality of service during construction.

14. Appurtenant work as required for a complete and operable system.

15. Maintaining or detouring of traffic

D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 – MATERIALS AND EQUIPMENT

2.01 Mobilization **Bid Item 1**

Mobilization shall be the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Contract Documents and applicable laws and regulations.

2.02 Sludge Feed Pumps **Bid Item 2**

Payment shall be made at the lump sum price for the installation of four (4) progressive cavity sludge feed pumps as shown on the plans. Payment shall be full compensation for all labor, materials, and equipment required to complete the installation in accordance with the drawings and specifications. Payment also includes all costs associated with removing the existing sludge feed pumps, modifying the existing concrete pump pad to conform to the proposed pumps manufacturer's recommendations, electrical room construction, HVAC, and the installation of all pipe, valves, and fittings required to connect the proposed pumps to the existing system. Payment for all electrical and instrumentation of the sludge feed pumps are covered under another pay item.

2.03 Backwash Recovery Pumps **Bid Item 3**

Payment shall be made at the lump sum price for the installation of two (2) vertical turbine transfer pumps as shown on the plans. Payment shall be full compensation for all labor, materials, and equipment required to complete the installation in accordance with the drawings and specifications. Payment also includes all costs associated with removing the existing backwash recovery pumps, removing and replacing the existing concrete pump pad to conform to the proposed pumps manufacturer's recommendations, and the installation of all pipe, valves, and fittings required to connect the proposed pumps to the existing system. Payment for all electrical and instrumentation of the backwash recovery pumps are covered under another pay item.

2.04 Construct Backwash Water Augmentation Pump Station and Building **Bid Item 4**

Lump sum payment will be made for construction of the pump station as shown on the plans. The lump sum price shall be full compensation for all labor, materials, and equipment required to complete the described work in accordance with the plans and specifications. The pump station includes, but is not limited to, the installation of two horizontal split case high service pumps, pump pads, fittings, valves, piping, pipe supports, through-wall heat pump, unit masonry, membrane roof system, insulation, aluminum doors, impact resistant glass, an overhead door, awnings, structural

concrete, a concrete slab, and control/electrical panels. Payment also includes all costs associated with testing, startup demonstration, and building permit acquisition.

2.05 Yard Piping **Bid Items 5**

Lump sum payment will be made for the installation of all yard piping. The lump sum price shall be full payment for all labor, materials and equipment required to complete the described work in accordance with the plans and specifications. Payment also includes all costs associated with fittings, valves, tie-ins, and removal of existing yard piping where indicated by the plans and specifications.

Payment shall be made at a lump sum rate for the installation of two (2) motor actuated 18-inch (18") valves as shown on the plans. Payment shall be full compensation for all labor, materials, and equipment required to complete the installation in accordance with the drawings and specifications.

2.06 Electrical **Bid Item 6**

Lump sum payment shall be full compensation for all labor, equipment and materials required to install all of the upgrades in accordance with the plans and specifications, the City's electrical standards, and the National Electric Code. Payment also includes all costs associated with general conditions, sub-contractor coordination, overhead, and profit for this work as required for the general contractor. Contractor shall obtain all electrical permits for the proposed pumps and structures, if required, prior to commencement of work at no additional cost to the owner.

2.07 Instrumentation & Controls **Bid Item 7**

Lump sum payment shall be full compensation for all labor, equipment and materials required to integrate and connect the proposed pumps, valve actuators, and facilities to the proposed and/or existing control panel(s) all in accordance with the contract plans and specifications. Payment shall also be full compensation for all power racks, control panels, and all integration into the plant's SCADA system to allow for remote monitoring and control of the proposed pumps and actuators. Payment also includes all costs associated with general conditions, sub-contractor coordination, overhead, and profit for this work as required for the general contractor. Contractor shall be required to demonstrate completion of the proposed systems to the owner and engineer as described by the specifications.

2.08 As-Builts **Bid Item 8**

Payment for As-Built Drawings/Certified Record Drawings shall be on a lump sum basis. The completeness of the As-Built Drawings/Certified Record Drawings shall conform to section 01720 (As-Built/Record Documents) and will be the City's determination.

2.09 Permit Allowance **Bid Item 9**

An allowance is established to reimburse costs associated with Building Permit fees, inspections, and related expenses. The Contractor will be reimbursed at actual cost for invoices associated with this item.

2.10 Pre-construction Video — Bid Item 10

Lump sum payment will be made based on delivery to the City of two (2) copies with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until DVD's are delivered and approved by the project representative.

2.11 Excavation and Grading — Bid Item 11

Lump sum payment will be made for all excavation and grading necessary to install the proposed structures, exfiltration trenches, reinforced concrete pipes, and to make the water main adjustments as shown on the plans. Work included under this item includes all labor, materials, and equipment necessary to construct the drainage improvements and other earthwork items as drawn on the plans and described in the specifications.

2.12 Hand Locate and Expose Existing Utilities — Bid Item 12

Payment at the applicable lump sum price will be made based on completion of exposing, as specified in Section 01 30 00, existing City utilities and all other utilities within the contract work limits. The contract lump sum price will be full compensation for all materials and work necessary to complete the item within the right-of-ways or easements shown on the contract plans, and provide a sketch of each major intersection or congested area with the Contractor's proposed solution to conflicts found prior to construction.

2.13 Indemnification — Bid Item 13

Payment for indemnification shall be made at the Contract lump sum price and shall be full compensation for providing indemnification in accordance with Article 5, Paragraph 5.04 and Article 6, Paragraph 6.20 of Section 00700 – General Conditions of the Construction Contract.

2.14 Unforeseen Conditions — Bid Item 14

Payment for work related to this item will be made for resolution of Owner-approved unforeseen construction conflicts, and/or minor amendments to the Contract Documents. The Contractor shall not be entitled to an amount of monies for this item unless authorized in writing by the Owner. Payment for this item will be made based upon a negotiated lump sum or based on time and materials. The Contractor shall produce documentation upon request to verify costs. Only fees substantiated and approved by the Owner shall be paid as part of this bid item in accordance with the requirements of the Contract Documents. Allowance monies remaining at the completion of the project, inclusive of all authorized contract amendments, will be returned to the Owner.

2.15 Restoration — Bid Item 15

At the completion of construction, site restoration to provide positive drainage, acceptable finish grades, sodding, and hardscaping. Sod shall match existing materials or as indicated in the plans

and specifications. All pavement, sod, grading, etc. is subject to final approval by the City and their project representative.

2.16 Yard Piping **Bid Item Alt - 1**

Lump sum payment will be made for the installation of the six-inch (6") yard piping. The lump sum price shall be full payment for all labor, materials, and equipment required to complete the described work in accordance with the plans and specification. Payment also includes all costs associated with fittings, valves, tie-ins, and removal of existing yard piping where indicated by the plans and specifications.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01027

APPLICATION FOR PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Application for payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included on Section 00844 as the official pay request form.

B. Related Requirements Described Elsewhere:

1. Agreement: Section 00500.

2. Construction Progress Schedules: Section 01310.

3. Schedule of Values: Section 01370.

4. Construction Photographs: Section 01380.

5. Project Record Documents: Section 01720.

1.02 FORMAT REQUIRED

A. Submit applications typed on the form provided in Division 0, Section 00844: Application and Certificate for Payment Form, with itemized data typed on eight and one-half inch by 11 inch (8-1/2" x 11") or white paper continuation sheets.

B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar values to agree with respective percents.

3. Execute certification with signature of a responsible officer of Contractor.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.

5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures.

4. For stored products:

5. Item number and identification as shown on application.

6. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01310: Construction Progress Schedules.

E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section 01380: Construction Photographs.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01700: Contract Closeout.

B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

C. Provide Contractor's Final Release of Lien (Section 00849) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

A. Submit Application for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflict or discrepancies.

B. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor's needs.

C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.01 PUBLIC NUISANCE

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by the Engineer shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.

C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.02 JURISDICTIONAL DISPUTES

A. It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes. The basis for subletting Work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, dated June, 1973, including any amendments thereto.

1.03 EXCAVATION AROUND AND CONNECTION TO EXISTING UTILITIES

A. It is essential that the Contractor understand that the existing Owner’s facilities must be kept in operation with minimal impact and shut-downs. To this end, the Contractor shall coordinate and consult with the Owner's operating personnel before excavating around or cutting into existing utilities on the site. Existing utilities of major concern are water, sanitary sewer, electrical power conduits, phone and television cables, instrumentation conduits, and cables.

B. Some areas within the construction site may require hand excavation due to the congestion of underground piping systems and/or due to the criticality of piping systems that may be damaged unavoidably during machine excavation.

C. Cover for underground piping shall not be less than that indicated on the Drawings, up to a minimum of 30 inches of cover where obtainable. In areas where other piping conflicts preclude the minimum cover desired, the piping shall be laid to provide the maximum cover obtainable.

D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner's management personnel. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of three (3) working days notice to the Owner when tie-ins with the existing plant utilities are required.

E. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the Owner and the Engineer. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall cooperate and coordinate with the Engineer to schedule and administer the preconstruction meeting, periodic progress meetings, and specifically called meetings throughout the progress of the Work. The Engineer shall:

a. Prepare agenda for meetings.
b. Make physical arrangements for meetings.
c. Preside at meetings.
d. Take and distribute meeting minutes.

2. Representatives of Contractor, subcontractors, and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

3. The Owner shall attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

4. The Engineer shall record the preconstruction meeting. A copy of the minutes of each progress meeting shall be available five business days after the meeting.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section 01310.

2. Shop Drawings: Section 01340.

3. Project Record Documents: Section 01720.

1.02 PRECONSTRUCTION MEETING

A. Engineer will schedule a preconstruction meeting no later than twenty (20) days after date of Notice to Proceed. The meeting shall be scheduled at the convenience of all parties.

B. Location: A local site, convenient for all parties, designated by the Engineer.

C. Attendance:

1. Owner's representative.

2. Engineer and his professional consultants.

3. Resident project representative.

4. Contractor and his superintendent.

5. Major subcontractors.

6. Representatives of major suppliers and manufacturers as appropriate.

7. Governmental and Utilities representatives as appropriate.

8. Others as requested by the Contractor, Owner, and Engineer.

D. The Engineer shall preside at the preconstruction meeting. The Engineer shall provide for keeping minutes and distribution of minutes to the Owner and others. The purpose of the preconstruction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

E. The suggested agenda for the preconstruction meeting would include the following:

1. Distribution and discussion of:

a. List of major subcontractors and suppliers.
b. Projected schedules.
c. Schedule of Values.

2. Critical work sequencing: Relationships and coordination with other contracts and/or work and continuing sanitary sewer, water distribution and storm water operation.

3. Major equipment deliveries and priorities.

4. Project coordination: Designation and responsible personnel.

5. Procedures and processing of:

a. Field decisions.
b. Proposal requests.
c. Request for Information.

d. Submittals.
d. Change Orders.
f. Applications for Payment.

6. Submittal of Shop Drawings, project data and samples.

7. Adequacy of distribution of Contract Documents.

8. Procedures for maintaining Record Documents

9. Use of premises:

   a. Office, work, and storage areas.
   b. Owner's requirements.
   c. Access and traffic control.

10. Construction facilities, controls, and construction aids.

11. Temporary utilities.

12. Safety and first aid procedures.

13. Check of required Bond and Insurance certifications.

14. Completion time for contract and liquidated damages.

15. Request for extension of Contract Time.

16. Procedures for periodic monthly (or whatever interval is deemed appropriate or necessary, however, a minimum of monthly meetings will be required) progress meetings, for all involved.

17. Security procedures.

18. Procedures for making partial payments.

19. Guarantees on completed work.

20. Equipment to be used.

21. Project layout and staking of work.

22. Project inspection.

23. Labor requirements.

24. Laboratory testing of material requirements.

25. Provisions for material stored on site and monthly inventory of materials stored.

26. Requirements of other organizations such as utilities, railroads, highway departments, building departments.

27. Rights-of-way and easements.

28. Housekeeping procedures.

29. Liquidated damages.

30. Posting of signs and installation of Project Sign.

31. Pay request submittal dates.

32. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

A. The Engineer shall schedule regular periodic meetings. The progress meetings will be held a minimum of once every 30 days and at other times as required by the progress of the Work. The first meeting shall be held within 30 days after the preconstruction meeting or 30 days or less after the date of Notice to Proceed.

B. Hold called meetings as required by progress of the Work.

C. Location of the meetings: at a local site as designated by the Engineer.

D. Attendance:

1. Engineer and his professional Sub-consultants as needed.

2. Resident Project Representative.

3. Contractor and his Superintendent.

4. Owner's representatives.

5. Subcontractors (active on the site, as appropriate to the agenda).

6. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.).

E. The Engineer shall preside at the meetings and provide for keeping minutes and distribution of the minutes to the Owner and others. The purpose of the meetings will be to review the progress of the Work.

F. The suggested agenda for the progress meetings will include but not be limited to the following:

1. Review approval of minutes of previous meeting.

2. Review of Work progress since previous meeting and Work scheduled (3-week look ahead of schedule).

3. Field observations, problems, and conflicts.

4. Problems which impede construction schedule.

5. Review of off-site fabrication, delivery schedules.

6. Corrective measures and procedures to regain projected schedule.

7. Status of approved Construction Schedule and revisions to the Construction Schedule as appropriate.

8. Progress schedule during succeeding work period.

9. Coordination of schedules.

10. Review status of submittals and submittal schedule, expedite as required.

11. Maintenance of quality standards.

12. Pending changes and substitutions.

13. Shop drawing problems.

14. Review proposed changes for:

    a. Effect on Construction Schedule and on completion date.
    b. Effect on other contracts of the Project.

15. Critical/long lead items.

16. Other business.

G. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, and be prepared to discuss pertinent topics and provide specific information including but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.

2. Status of all activities behind schedule and what specifically will be done to regain the schedule.

3. Status of all material deliveries, latest contact with equipment manufacturer, and specific actions taken to expedite materials.

4. Status of open deficiencies and what is being done to correct the same.

H. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340: Shop Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01300

LOCATION, SCOPE, AND SPECIAL REQUIREMENTS

PART 1 – GENERAL

1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand, or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.

1.02 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.

1.03 Where reference is made within these documents to government specifications, or those of well known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.

1.04 The Contractor shall take all necessary precautions to prevent damage to existing City utilities which are to remain in service during any of his construction operations. Should such utilities be damaged by the Contractor, he shall be required to replace, or repair same, to the satisfaction of the Engineer, at no additional cost to the Owner.

1.05 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the contract drawings. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor distinctly agrees that the Engineer and the Owner are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the drawings.

1.06 The Contractor agrees that the work shall be started not later than the date indicated in the "Contract", and that the total work shall be substantially completed within **270** calendar days and all remaining work completed within **30** days of the Notice to Substantial completion, or a total of **300** calendar days.

A. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time stipulated above, the minimum sum of **One Thousand Dollars ($1,000)** per day shall be deducted by the Owner from monies due the Contractor, as a penalty. Charges shall accrue upon failure to achieve final completion target date, unless otherwise approved. If the Contractor is declared in default in accordance with the provisions of the specifications, the penalty shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as penalty exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

1.07 The City shall provide reference points as shown on the plans. Contractor shall be responsible for having a land surveyor registered in the State of Florida and approved by the Engineer lay out the work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever such reference point is lost or destroyed or required location because of necessary changes in grades or locations, and the Contractor shall be responsible for replacement or relocation of such reference points by professionally qualified personnel, registered in the State of Florida and approved by the Engineer.

1.08 All dewatering and pumping necessary to accomplish the work of this Contract shall be performed by the Contractor at no extra or additional cost to the Owner. Any permits required shall be the responsibility of the Contractor.

1.09 Examination of Contract Documents and Site. Before submitting a Bid each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.

1.10 Attention is directed to the requirements of the following agencies with regard to permits and construction of utilities within their rights of way or jurisdiction.

A. City of Port Orange.

B. Volusia County Health Department Permit.

C. NPDES Stormwater (by Contractor).

The Owner will make necessary application for permits to construct such utilities. It shall be, however, the responsibility of the Contractor to construct the utilities in strict accordance with the requirements of the above mentioned agencies, and no extra or additional payments will be made by the Owner for this work.

1.11 Construction shall be limited to weekday "day light" working hours. No "weekend", night time", or "holiday" work shall be performed without obtaining permission in advance from the Project Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the Contractor during the above times by giving the Project Engineer "Advance Notice" of such operations. The Prime Contractor shall establish the normal (40 hours) work week and all subcontractors shall work only during this Anormal (40 hour) work week to allow the Project Engineer's Representative to observe the contract work during this normal (40 hour) work week. Any weekend, nighttime, or holiday work permitted to be performed by the Contractor shall be by agreement of both the Engineer and the City. Such work shall be performed in the presence of the Engineer's Project Representative, paid for and scheduled at least 48 hours in advance of the activity planned. The fee shall be $500 per inspector per day or any portion thereof, paid in advance directly to the Engineer. The fee shall only cover the activities the Engineer can reasonably inspect with one person. The Engineer solely reserves the right to determine the number of inspectors required for the number of Contractor's crews working outside of the normal 40 hour work week.

1.12 Contract Insurance Requirements. The insurance requirements in Section 00800A represent the minimum insurance requirements for contract with the OWNER.

1.13 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall submit a copy of the bond package to the Engineer *prior to recording*. The Engineer will verify the contract specifics contained on the bonds and submit them to the City Attorney for review and approval. Once approval has been received by the City Attorney, the Engineer will notify the Contractor that the bonds have been approved for recording. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk's office to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item.

1.14 The Contractor shall provide an English speaking full time superintendent to supervise sub-contractors and provide direction to field crews. The Engineer's representative shall not be responsible for providing direction to sub-contractor or field crews. The Contractor's superintendent shall not be verbally or physically abusive to citizens or other project personnel. Use of "foul" language in the presence of or belligerence towards citizens or project representatives shall be grounds for immediate replacement of the superintendent at no cost to the owner.

1.15 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.

1.16 The proposed pipe alignments indicated on the project plans may require adjustment in the field due to conflicts or field conditions. Field changes shall be paid for at the contact unit price.

1.17 The Contractor is responsible for obtaining a Water Management District Permit for (dewatering) consumptive use if the Contractor's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit shall be granted by the City.

1.18 Land disturbed shall have hay bales or "turbidity curtains" installed around the perimeter to control erosion and sediment runoff where it is likely to occur during construction at no extra cost to the Owner.

1.19 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment.

1.20 All unit pricing shall remain valid for the duration of the contract.

1.21 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.

1.22 All water main installed under this contract shall be buried with the appropriate marking tape to indicate the service designation. The tape shall be laid directly over the pipe at a depth of 24" below proposed finished ground elevation.

1.23 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the utility portion thereof, or his right, title or interest therein, without written consent of the Owner.

1.24 Limitations on the Engineer's Responsibilities

A. Neither the Engineer's authority to act under this Paragraph nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.

B. The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

C. The Engineer will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

1.25 The Contractor's forces shall be required to dig and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of 24 hours in advance of the pipe laying operation. City forces and other utilities will mark the approximate location of their utilities when contacted. City crew will not be responsible for hand digging the location of City services. Separate lump sum payment shall be made for this work.

1.26 All existing improved areas disturbed by construction shall be sodded with the same type sod as the existing variety of sod encountered.

1.27 The Contractor shall utilize restrained joint for bends and required fittings for all pressure pipe shown on the project plans. The restrained PVC pipe lengths shall be in accordance with DIPRA Thrust Resistant Design for Ductile Iron Pipe utilizing laying condition 2 with polyethylene wrap with the type soils and soil depth encountered. Restrained joint pipe specifications shall be strictly adhered to. Piping drawings indicating restraining lengths and calculations shall be submitted to the Engineer for record purposes prior to construction. Responsibility for the adequacy for the restrained joint calculations shall remain with the Contractor and the supplier.

1.28 The Contractor shall make his own provisions for materials security. Any City provided work areas shall be returned to its original or better condition upon the completion of the project. Sodding of any disturbed areas utilized by the Contractor for work area will be accomplished by the Contractor at no additional cost to the City. Separate payment for this work will not be made and shall be included in the appropriate contract work items by the Contractor in the bid proposal.

1.29 Attached if issued are the project permits the Contractor shall comply with at no additional cost to the Owner.

1.30 Burning or burying of land clearing debris shall not be permitted. All organic matter and other debris shall be disposed of by the Contractor at an approved landfill.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01301

ATTACHMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. The following attachments are hereby made part of the project specifications as fully and completely as if the same were fully set forth herein:

1. Volusia County Health Department Permit.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

February 10, 2017
ELECTRONIC CORRESPONDENCE
kho@port-orange.org
klee@qlh.com

In the matter of an
Application for Permit by:

City of Port Orange
Attn.: Kenny Ho, Utilities Eng. and Const. Mgr.
1000 City Center Circle
Port Orange, Florida 32129

VCHD File Number: 0128020-354-WC-M1
County: VOLUSIA

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 0128020-354-WC-M1 for construction of (+/-) 700 L.F. of 6" C900 PVC backwash recovery piping; a backwash augmentation pump station including two (2) Aurora Model 411 75 HP backwash augmentation pumps; replacement of (4) sludge feed pumps; two (2) 1,000 GPM 15 HP backwash recovery pumps; 8-inch and 6-inch mag meters; two (2) motorized valve actuators and appurtenances issued pursuant to Section 403.861(9), Florida Statutes.

This Permit is final and effective on the date filed with the clerk of the Florida Department of Health unless a petition for an administrative hearing is timely under Sections 120.569 and 120.57, Florida Statutes (F.S.), before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of how and when the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts which petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends requires reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition must be filed (received by the Clerk) with the Agency Clerk of the Department, Office of the General Counsel, 4052 Bald Cypress Way, Bin A02, Tallahassee, Florida 32399-1703. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

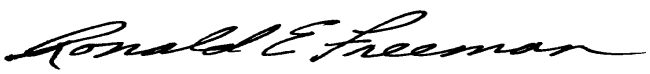
In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Agency Clerk, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. Mediation is not available in this proceeding.

Any party to this order has the right to seek judicial review pursuant to section 120.68, F.S., by filing a Notice of Appeal pursuant to Rule 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department, Office of the General Counsel, 4052 Bald Cypress Way, Bin A02, Tallahassee, Florida 32399-1703, and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Deland,

STATE OF FLORIDA
DEPARTMENT OF HEALTH IN VOLUSIA COUNTY



Ronald E. Freeman, P.E. Professional Engineer III
(386) 736-5158

Enclosures: VCHD Permit No. 0128020-354-WC-M1

CERTIFICATION OF SERVICE

The undersigned hereby acknowledges that this **Notice of Permit Issuance** and all copies were electronically transmitted before the close of business on February 13, 2017 to those persons listed.

Renee B. Stone — 2/13/2017

Clerk — Date

FILING AND ACKNOWLEDGEMENT

FILED, on this date, under Section 120.52(7), Florida Statutes, with the designated Clerk, receipt of which is hereby acknowledged.

Renee B. Stone — 2/13/2017

Clerk — Date

Copies Furnished to:
Kenny Ho, P.E., Utilities Engineer & Construction Manager City of Port Orange: kho@port-orange.org
Kevin Lee, P.E., Project Manager Quentin L. Hampton Associates, Inc. klee@qlha.com

February 10, 2017

Permittee:

Kenny Ho, Utilities Eng. and Const. Mgr.
City of Port Orange
1000 City Center Circle
Port Orange, 32129

kho@port-orange.org
klee@glha.com

Permit Number: 0128020-354-WC-M1
Issue Date: February 10, 2017
Expiration Date: February 9, 2022
County: VOLUSIA
Project Name: Garnsey WTP Sludge Feed Pumps And Filter Backwash Upgrades
Water Supplier: City of Port Orange PWS
PWS ID: 3641044

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Chapters 62-4, 62-550, 62-555 and 62-560. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TO CONSTRUCT: (+/-) 700 L.F. of 6-inch C900 PVC backwash recovery piping; a backwash augmentation pump station including two (2) Aurora Model 411 75 HP backwash augmentation pumps; replacement of (4) sludge feed pumps and two (2) 1,000 GPM 15 HP backwash recovery pumps; 8-inch and 6-inch mag meters; two (2) motorized valve actuators and appurtenances issued pursuant to Section 403.861(9), Florida Statutes.

IN ACCORDANCE WITH: This permit does not pertain to any wastewater, storm water or dredge and fill aspects of the project. This permit is issued based upon the dates and submissions during the application process as follows: Construction drawing, permit application, specifications and details received on February 10, 2017 as submitted by Kenny Ho, Utilities Engineer and Construction Manger City of Port Orange.

LOCATION: 4400 Wellfield Drive Port Orange Florida

Work must be conducted in accordance with the General and Specific Conditions, attached hereto.

The permittee shall be aware of and operate under the Permit Conditions below. These applicable conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes per Florida Administrative Code Rule 62-555.533(1).

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are “permits conditions” and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in the permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, are required by Department rules. This provision includes the operation of backup and auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
    a. Have access to and copy any records that must be kept under conditions of the permit;
    b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
    c. Sample or monitor any substances or parameters at any location reasonable necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
    a. A description of and cause of noncompliance; and
    b. The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages, which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understand and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A seasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300 F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:
    a. Determination of Best Available Control Technology (BACT)
    b. Determination of Prevention of significant Deterioration (PSD)
    c. Certification of compliance with the state Water Quality Standards (Section 401, PL 92-500)
    d. Compliance with New Source Performance Standards

14. The permittee shall comply with the following:
    a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
    b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

c. Records of monitoring information shall include:
   1. the date, exact place, and time of sampling or measurements;
   2. the person responsible for performing the sampling or measurements;
   3. the dates analyses were performed;
   4. the person responsible for performing the analyses;
   5. the analytical techniques or methods used;
   6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

A. Construction Activities

1. Permit Modification

All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification. Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data [F.A.C. Rule 62-555.536].

2. Professional Engineer Supervision

Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit [F.A.C. Rule 62- 555.520(3)]

3. Artifacts

If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850) 245-6333 or (800) 847-7278 as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and the permitting agency. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

4. Delays and Extension of Permit

If delays will cause project completion to extend beyond the expiration date of this permit, the permittee shall submit to the Department a request to extend the expiration date of this permit including the appropriate processing fee. This request shall specify the reasons for delay and shall be submitted to the Department for approval prior to the expiration date of this permit. Note that no specific construction permit shall be extended so as to remain in affect longer than five years per Rule 62-555.536(4), F.A.C.

5. Permit Transfer

In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. Persons proposing to transfer this permit must apply jointly for a transfer of the permit within 30 days after the sale or legal transfer of ownership of the permitted project that has not been cleared for service by the Department using form, 62-555.900(8), Application for Transfer of a PWS Construction Permit along with the appropriate fee. [F.A.C. Rule 62-555.536(5)]

6. Obligation to Obtain Other Permits

This permit satisfies Drinking Water permitting requirements only and does not authorize construction of operation of this facility prior to obtaining all other necessary permits from other program areas within the Department, or required permits from other state, federal or local agencies.

7. Limits on Authorizing Connections

This permit is for CONSTRUCTION ONLY of the components found on page 1 of this permit. This permit shall not infer that the clearance necessary for connection will be granted. Partial clearance may be granted, if required.

8. Gasoline Contamination

If gasoline contamination is found at the construction site, work shall be stopped and the proper authorities notified. With the approval of the Department, ductile iron pipe and fittings, and solvent resistant gasket materials shall be used in the contaminated area. The ductile iron pipe shall extend 100 feet beyond any solvent noted. Any contaminated soil that is excavated shall be placed on an impermeable mat, covered with waterproof covering, and held for disposal. <u>If the site cannot be properly cleaned, then consultation with the Department is necessary prior to continuing with the project construction.</u>

9. Wetlands Jurisdiction

This permit does not constitute approval of construction on jurisdictional wetland areas; therefore such approval must be obtained separately from the Water Management District or from DEP Environmental Resource Permitting (ERP) Section, as applicable, the permittee shall provide a copy of permit approval to the Department when water main installation involves activities on wetlands.

10. Security

Permittee shall ensure that the well and drinking water treatment facilities will be protected to prevent tampering, vandalism, and sabotage as required by Rule 62-555.315(1) & 62-555.320(5), F.A.C.

B. Construction Standards

1. National Sanitation Foundation (NSF)

All products, including paints, which shall come into contact with potable water, either directly or indirectly, shall conform to National Sanitation Foundation (NSF) International, Water Chemicals Codex, Food Chemicals Codex, American Water Works Association (AWWA) Standards and the Food and Drug Administration, as provided in Rule 62-555.320(3), F.A.C.

2. American Water Works Association (AWWA)

Water supply facilities, including mains, pipe, fittings, valves, fire hydrants and other materials shall be installed in accordance with the latest applicable AWWA Standards and Department rules and regulations. The system shall be pressure and leak tested in accordance with AWWA Standard C600, C603, or C605, as applicable, and disinfected in accordance with AWWA Standard C651-C653, as well as in accordance with Rule 62-555.340, F.A.C.

3. Lead Free

The installation or repairs of any public water system, or any plumbing in residential or nonresidential facilities providing water for human consumption, which is connected to a public water system shall be lead free in accordance with Rule 62-555.322, F.A.C.

4. Asbestos

If any existing asbestos cement (AC) pipes are replaced under this permit, the permittee shall do so in accordance with the applicable rules of Federal Asbestos Regulation and Florida DEP requirements. For specific requirements applicable to AC pipes, **the permittee should contact Mary Lawrence of the Air and Waste Management section prior to commencing any such activities at (407) 897-4179.** Please be aware that a notification is required to be submitted to the Department for a regulated project.

5. Hazard and Reuse Setbacks

Setback distances between potable water wells and sanitary hazards shall be in accordance with 62-555.312, F.A.C. Reclaimed water land application areas, if applicable, must not be located with the setback distance from potable water supply wells established in Chapter 62-610, F.A.C.

6. Line Separation

Permittee shall maintain vertical clearance and horizontal separation between water mains and sanitary sewers, storm sewers, etc. unless approved otherwise by the Department, as provided in Rule 62-555.314, F.A.C. and Section 8.6 of Recommended Standards for Water Works, a manual adopted by reference in Rule 62-555.330(3), F.A.C.

7. Color Coding of Pipes

The new or altered above ground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of “Recommended Standards for Water Works, 1997 Edition” [F.A.C. Rule 62-555.320(10)]

8. Cross Connections

Permittee shall ensure that there shall be no cross-connection with any non-potable water source in accordance with Rule 62-555.360, F.A.C.

C. Operational Requirements

1. Record Drawings

The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555.530(4), F.A.C.

2. State Watch Office

The permittee or supplier of water shall telephone the State Watch Office (SWO), at 1-800- 320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system in accordance with the F.A.C. Rule 62-555.350(10).

D. Clearance Requirements

1. Clearance Letter

The permittee must instruct the engineer of record to request system clearance from the Department within 60 days of completion of construction, testing and disinfecting the system. Bacteriological test results shall be considered unacceptable if the tests were completed more than 60 days before the Department received the results. [F.A.C. Rule 62-555.345]

Permitted construction or alteration of a public water system may not be placed into service until a letter of clearance has been issued by this Department. [F.A.C. Rule 62-345]

2. Requirements to Obtain Clearance

Prior to placing this project into service, permittee shall submit, at a minimum, all of the following to the Department for evaluation and approval for operation, as provided in Rules 62-555.340 and 62-555.345, F.A.C.:

a. the engineer's Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components Into Operation [DEP Form 62-555.900(9)]

b. certified record drawings, if there are any changes noted for the permitted project

c. analytical results from two consecutive days of satisfactory bacteriological samples from locations found in paragraph 3 below

d. copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards [F.A.C. Rule 62-555.320(21)(a)(1)]

In order to facilitate the issuance of a letter of clearance, the Department requests that all of the above information be submitted as one package.

3. Cleaning, Disinfecting and Bacteriological Samples

The new facilities shall be cleaned and bacteriologically disinfected in accordance with Chapter 62-555, F.A.C. The bacteriological clearance data shall be submitted to Health Department with the engineer's certification of construction completion. [Section 62-555.340 and 62-555.315(6)(b), F.A.C.]

Bacteriological Sampling Locations: Copies of results from satisfactory bacteriological samples shall be submitted with the clearance package. Samples shall be taken from locations listed below, in accordance with Rules 62-555.315(6), 62-555.340 and 62-555.330, F.A.C. and American Water Works Association (AWWA) Standard C651-92. These locations are:

- No Bacteriological Sampling Required

Each location shall be sampled on two separate days (at least 6 hours apart) with sample point location and chlorine residual readings clearly indicated on the report and/or drawings. Bacteriological sample results will be considered unacceptable if the tests were completed more than 60 days before the Department receives the results.

Issued this 10th day of February 2017

STATE OF FLORIDA
FLORIDA DEPARTMENT OF HEALTH IN VOLUSIA COUNTY

Ronald E. Freeman

Ronald E. Freeman, P.E.
Professional Engineer III

SECTION 01310

CONSTRUCTION PROGRESS SCHEDULES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.

2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.

2. Summary of Project: Section 01010.

3. Project Meetings: Section 01200.

4. Application for Payment: Section 01027

5. Shop Drawings: Section 01340.

6. Schedule of Values: Section 01370.

1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-

house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide a separate horizontal bar for each trade or operation within each structure or item.

2. Horizontal time scale:

a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.
b. Identify the first work day of each month.

2. Scale and Spacing: Sufficient to allow space for notations and future revisions.

4. Maximum Sheet Size: 24 inches by 36 inches (24" x 36").

B. Format of Listings: The chronological order of the start of each item of work for each structure.

C. Identification of Listings: By major specification section numbers as applicable and by utility.

D. Construction Progress Schedules shall be computer generated using software equal to Primavera Project Planner for Windows by Primavera Systems, Inc., Bala Cynwyd, P.A., or approved equal.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity and by structure.

2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically list, but do not limit to:

    a. Shop Drawing Schedule.
    b. Installation of temporary facilities.
    c. Clearing.
    d. Demolition.
    e. Subcontractor work.
    f. Utility Installations.
    g. Paving.
    h. Start-Up.
    i. Project closeout.

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals for construction progress schedules shall be in accordance with Section 01340: Shop Drawings. Indicate on the schedule the following:

1. The dates for Contractor's submittals.

2. The date submittals will be required for Owner-furnished products, if applicable.

3. The date approved submittals will be required from the Engineer.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.

2. Activities modified since previous submission.

3. Revised projections of progress and completion.

4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.

3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time-phased bar chart, computer generated.

2. Computerized network analysis:

a. Sort by early start
b. Sort by float
c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Time of Submittals.

Within 10 working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall

equal the exact number of days in the Contract Time as defined in Section 00500: Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within 15 working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

C. Within 10 working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within 15 working days after receipt. The network diagram and tabulated schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.

E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if

activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

1.07 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Engineer.

2. Jobsite file.

3. Subcontractors.

4. Other concerned parties.

5. Owner (two copies).

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.

2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.09, D. herein.

2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities, and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed 14 days nor be less than one (1) day unless otherwise accepted by the Engineer.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).

2. Duration.

3. Activity Description.

4. Early Start Date (Calendar Dated).

5. Late Start Date (Calendar Dated).

6. Early Finish Date (Calendar Dated).

7. Late Finish Date (Calendar Dated).

8. Identified Critical Path.

9. Total Float (Note: No activity may show more than 20 days float).

10. Cost of Activity.

11. Equipment Hours, by type; Man-Power Hours, by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.

2. Contractor.

3. Type of Tabulation (Initial or Updated).

4. Project Duration.

5. Project Scheduled Completion Date.

6. Effective or Starting Date of the Schedule.

7. New Project Completion Date and Project Status (if an updated or revised schedule).

8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, six (6) copies minimum.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340

SHOP DRAWINGS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:

1. Submittal-Description and Number assigned.

2. Date to Engineer.

3. Date returned to Contractor (from Engineer).

4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).

5. Date of Re submittal and Return (as applicable).

6. Date material release (for fabrication).

7. Projected date of fabrication.

8. Projected date of delivery to site.

9. Status of O&M manuals submitted.

10. Specification Section.

11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.

B. Determine and Verify:

1. Field measurements.

2. Field construction criteria.

3. Catalog numbers and similar data.

4. Conformance with Specifications.

C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than 30 calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.

3. Contractor's name and address.

4. The number of each Shop Drawing, Product Data, and Sample submitted.

5. Notification of deviations from Contract Documents.

6. Submittal Log Number conforming to Specification Section Numbers.

G. The Contractor shall submit five (5) copies of descriptive or product data submittals/drawings to the Engineer. The Engineer will review the submittals/drawings and return to the Contractor the sets of marked-up submittals/drawings with appropriate review comments. All shop drawings, when practical, shall be 24 inch by 36 inch in size.

H. Once submittals/drawings are approved, they are to be distributed as follows:

1. Owner: One (1) copy.

2. Engineer: Two (2) copies.

3. Contractor: Two (2) copies.

I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03. ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements;

2. As relieving the Contractor of responsibility of any errors, including details, dimensions, and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings, without noting an exception.

D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal.

E. Re submittals will be handled in the same manner as first submittals. On Re submittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.

F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.

G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first Re submittal; thereafter review time for subsequent Re submittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.

H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for Re submittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems

2. Processes

3. As indicated in Specifications Sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each shop drawing shall have a blank area three and one-half inches by three and one-half inches (3-1/2" x 3-1/2"), located adjacent to the title block. The title block shall display the following:

1. Project title and number.

2. Name of project building or structure.

3. Number and title of the shop drawing.

4. Date of shop drawing or revision.

5. Name of Contractor and subcontractor submitting drawing.

6. Supplier/manufacturer.

7. Separate detailer when pertinent.

8. Specification title and number.

9. Specification section.

10. Drawing number.

E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.

B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least 30 calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two samples of each item shall be submitted.

C. Each sample shall have a label indicating:

1. Name of project.

2. Name of Contractor and subcontractor.

3. Material or equipment represented.

4. Place of origin.

5. Name of producer and brand (if any).

6. Location in project.

7. Submittal Number.

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall

enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.

E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01370

SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.

2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.

3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule, and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on eight and one-half inch by 11 inch (8-1/2" x 11") white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:

1. Title of project and location.

2. Owner and purchase order number.

3. Engineer and project number.

4. Name and address of Contractor.

5. Contract designation.

6. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each major item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:

1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.

H. For each item which has an installed value of more than $15,000, provide a breakdown of costs to list major products or operations under each item.

I. The form of the Schedule of Values shall parallel the form presented in Section 00845: Schedule of Values.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. Format shall parallel that shown in Section 00846: Materials Stored On Site Form and Section 00845: Schedule of Values.

C. The unit values for the materials shall be broken down into:

1. Cost of the material, delivered and unloaded at the site, with taxes paid.

2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

D. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.

B. Resubmit revised schedules in same manner.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.

B. Related Requirements Described Elsewhere:

1. Project Requirements: Section 01000.

2. Summary of Work: Section 01010.

3. Location, Scope and Special Requirements: Section 01300.

4. Project Record Documents: Section 01720.

1.02 PHOTOGRAPHY REQUIRED

A. Digital photographs shall be taken in conformance with this Section shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.

B. Digital photographs shall be taken at each of the major stages of construction and as directed by the Engineer.

C. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.

D. Views and Quantities Required:

1. Contractor shall supply Digital pictures on a minimum 4 GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.

2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and all conflicts with utilities, as directed by the Resident Project Representative.

E. Digital pictures shall contain and comply with the following:

1. The Contractor shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the Owner at the completion of the Project.

2. All disks shall be properly labeled with project name, project number, project start and end dates, Contractor's name, and Owner's name for which work was completed.

3. The photographer shall agree to furnish additional disks to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified Digital photography and any required prints.

PART 2 – PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

A. Type of Print (if required):

1. Paper: Single weight, color print paper.

2. Finish: Smooth surface, glossy.

Size: four inch by six inch (4" x 6") for construction photos.

B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):

1. Name of project.

2. Orientation of view.

3. Date and time of exposure.

4. Name and address of photographer.

5. Each photograph shall be numbered in consecutive order.

Note: Digital prints shall be used to clarify as-builts.

PART 3 – EXECUTION

3.01 TECHNIQUE

A. Factual Presentation.

B. Correct exposure and focus.

1. High resolution and sharpness (minimum 800 DPI).

2. Maximum depth-of-field.

3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Digital photographs shall adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one digital photograph from the same overall view as previously photographed.

2. Consult with the Engineer at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

A. Deliver photographs, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of Engineer and/or client)

B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:

1. Engineer one (1) set.

2. Project record file one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents as specified in Section 01720).

3. Contractor one (1) set.

PART 4 – CONSTRUCTION VIDEO RECORDING

4.01 SCOPE OF WORK

A. Furnish all labor, materials and equipment to furnish color audio video recording of the project site as specified herein.

B. Furnish to the Engineer an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.

C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the Engineer shall be redone at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).

D. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

4.02 COLOR AUDIO VIDEO SURVEY

A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.

B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

4.03 AUDIO AND VIDEO

A. Contractor shall furnish continuous color, audio-video DVD(s) of professional quality.

B. Pre and post construction recording should be recorded on a DVD –R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ,HSP), disk must be finalized with no editing of information and must be properly marked with date,

location, contractors name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.

C. Each DVD shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.

D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.

E. Digital information will be as follows:

1. Upper left corner:

    a) Name of Contractor.
    b) Day, date and time.
    c) Name of project.

2. Lower left corner:

    a) Route of travel.
    b) Viewing side.
    c) Direction of travel.
    d) Stationing.

F. Time must be accurate and continuously generated.

G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).

H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.

I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.

J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.

K. All DVDs and boxes shall bare labels with the following information:

1. Recording Number.

2. Owner's Name.

3. Date of Recording.

4. Project Name and Number.

5. Location and Standing Limit of DVD.

L. Prior to commencement of audio video recording, the contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

END OF SECTION

SECTION 01410

TESTING AND TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ, and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

3. Contractor shall provide engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:

a. Excavating, Backfill and Compacting: Section 02221

b. Paving: Section 02300

c. Cast-in-Place and Poured Concrete: Section 03100

C. The following schedule defines the responsibility for various tests.

Test	Notes	Paid for By
Soil Compaction	Pipe Work: Every 300 feet at each lift of compaction minimum. Beneath Structures: each 500 SF. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 15050	Contractor

Test	Notes	Paid for By
Bacteriological	As required by local and state agencies	Contractor
LBR	Each 1500 SF of pavement (minimum)	Contractor
Concrete	Slump test each delivery and compressions test five cylinders every 50 CY (minimum)	Contractor

D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The specifications for, and the method of testing, will be found under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C32
Reinforcement	ASTM A15 & A305

1.04 FIELD TESTS

A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer.

Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 (Modified Proctor Minimum 98% Density)	Every 300 LF
	2) Limerock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement) (1) Mix Design 350 psi @ 28 days. Mix design required 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 SF
	(4) Depth (6 inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300 feet (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300 feet (left, right, & center)

1.06 Basis of Payment

A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.

B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction:

1. Comply with specific standards; ASTM, other recognized authorities, and as specified.

2. Determine and report on compliance with requirements of Contract Documents.

C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.

D. Promptly submit five (5) copies of reports of inspections and tests to the Engineer including:

1. Date issued.

2. Project title and Engineer's job number.

3. Testing Laboratory name and address.

4. Name and signature of inspector.

5. Date of inspection of inspector.

6. Date of inspection or sampling.

7. Date of test.

8. Identification of product and Specification section.

9. Location in project.

10. Type of inspection or test.

11. Compliance with Contract Documents or not.

E. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Approve or reject any portion of work.

3. Perform any duties of the Contractor.

1.08 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.

B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01505

MOBILIZATION

PART 1 – GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

1. Move onto the site all Contractors' plant and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.

6. Provide on-site sanitary facilities and potable water facilities as specified.

7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.

8. Submit all required insurance certificates and bonds.

9. Obtain all required permits.

10. Post all OSHA, EPA, Department of Labor, and all other required notices.

11. Have Contractor's superintendent at the job site full time.

12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.

13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR DEMOBILIZATION

A. The Contractor's attention is directed to the condition that no payment for demobilization, or any part thereof, will be approved for payment under the Contract. Demobilization is a subsidiary obligation of the Contractor.

PART 2 – PRODUCTS (NONT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01525

CONSTRUCTION AIDS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Furnish, install and maintain required construction aids, remove on completion of Work.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section 01010.

C. Comply with applicable requirements specified in Sections of Division 2 through 16.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

A. Provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Sections for particular requirements for each trade.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain facilities and equipment in first-class condition.

PART 3 – EXECUTION

3.01 PREPARATION

A. Consult with the Engineer, review site conditions and factors which affect construction procedures and construction aids, which may be affected by

execution of the Work.

3.02 GENERAL

A. Comply with applicable requirements specified in sections of Division 2 through 16.

B. Relocate construction aids as required by progress of construction, by storage of work requirements of Owner and other contractors employed at the site.

3.03 REMOVAL

A. Completely remove temporary materials, equipment and services:

1. When construction needs can be met by use of permanent construction.

2. At completion of work.

B. Clean and restore areas damaged by installation by use of temporary facilities.

1. Remove foundations and underground installations for construction aids.

2. Grade and grass areas of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.

C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01568

TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by Rules and Regulations and permit conditions.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces and soil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner.

4. Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

B. Related Work Described Elsewhere:

1. Excavation, Backfill, and Embankment: Section 02100

2. Grassing, Mulching and Sodding: Section 02900.

PART 2 – PRODUCTS

2.01 EROSION CONTROL

A. Sodding is specified in Section 02900.

B. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

A. Bales shall be clean, seed-free cereal hay type.

B. Netting shall be fabricated of material acceptable to the Owner.

C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

D. Concrete block shall be hollow, non-load bearing type.

E. Concrete shall be exterior grade not less than one-inch (1") thick.

PART 3 – EXECUTION

3.01 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than six inches (6") and remove large clods, rock, stumps, roots larger than one-half inch (1/2") in diameter and debris.

2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.

3. Apply mulch loosely and to a thickness of between three-quarter inch (3/4") and one and one-half inches (1-1/2").

4. Apply netting over mulched areas on sloped surfaces.

5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.03 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01580

PROJECT IDENTIFICATION AND SIGNS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish, install and maintain project signs.

2. Remove signs on completion of construction.

3. Allow no other signs other than signs approved by the Engineer to be displayed.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section 01010.

2. Location, Scope and Special Requirements: Section 01300.

1.02 PROJECT SIGNS

A. One (1) painted sign with lettering, size, color and construction in accordance with the local requirements.

B. Erect on the plant site at a location of high public visibility, as approved by the Engineer and the Owner.

C. Information:

1. Project Sign:

a. Owner title and logo.
b. Project name.
c. Contractor.
d. Engineer.

1.03 INFORMATIONAL SIGNS

A. Painted signs with painted lettering, or standard products.

1. Size of signs and lettering: As required by the Owner, or as appropriate to usage.

2. Color: As required by the Owner, otherwise of uniform colors throughout Project.

B. Erect at appropriate locations to provide required information.

C. Information:

1. Contractor's name and home office address.

2. List of subcontractors and type of subcontract work.

1.04 QUALITY ASSURANCE

A. Sign Painter: Professional experience in type of work required.

B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

1.05 SUBMITTALS

A. An 11-inch by 17-inch (11" x 17") sketch of the project sign shall be submitted to the Engineer for approval prior to final preparation of the project sign.

PART 2 – PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing: Sign shall be three-quarter inch (3/4") Marine grade plywood, in sound condition, structurally adequate and suitable for specified finish.

B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.

1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.

C. Rough Hardware: Galvanized.

D. Project Sign details are illustrated in Figure 01580-A.

PART 3 – EXECUTION

3.01 PROJECT IDENTIFICATION SIGNS

A. Paint exposed surface of supports, framing and surface material; one coat of primer and one coat of exterior paint.

B. Paint graphics in styles, sizes, and colors as selected and approved by the Owner.

3.02 MAINTENANCE

A. Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or signs.

3.03 REMOVAL

A. The Contractor shall remove signs, framing, supports and foundations and properly dispose of at completion of project.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.

2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.

3. Manufactured and fabricated products:

a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
c. Two or more items of the same kind shall be identical, by the same manufacturer.
d. Products shall be suitable for service conditions.
e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.

B. Within 20 days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the specifications.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.

D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.

E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.

B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.

C. A Request for Substitution of Product may be submitted after the Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.

2. Agrees to provide same warranties or bonds for product substitution as for product specified.

3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.

5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. Engineer's Action:

1. Engineer will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. Engineer will review requests for substitutions with reasonable promptness and notify Contractor in writing of Owner's decision to accept or reject requested substitutions. Only the Owner may accept a substitution.

2. Substitution requests made by means of shop drawings or product data submittal will not be considered.

3. After the period of 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to Engineer.

1. Maintain (1) one set of complete instructions at the job site during installation and until completion.

B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit nay preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).

3. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.

4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.

5. Provide heated storage space for material which would be damaged by freezing.

6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

7. Prior to the installation or equipment it shall be stored at locations designated and approved by the Engineer.

C. All materials and equipment to be incorporated in the work shall be handled and stored by Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored of off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials which, in the opinion of Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and Contractor shall receive no compensation for the damaged material or its removal.

F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment, and supplies delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.

I. Should Contractor fail to take proper action on storage and handling of equipment supplied under the Contract within seven days after written notice to do so has been given, Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. Contractor shall preserve and deliver to Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE.

A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:

1. Equipment shall not be shipped until approved by Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from Engineer. Equipment shipped to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data shall be submitted to Engineer for review prior to shipment of equipment.

2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by Engineer, until such time as the equipment is to be installed.

3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

4. Manufacturer's storage instructions shall be carefully studied by Contractor and reviewed with Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.

5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than 90 days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.

7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 WARRANTY

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each items. Spare parts shall be turned over in conjunction with the "Spare Parts List" as shown. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.11 GREASE, OIL AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.

B. Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Start-Up: Section 01657.

2. Cleaning: Section 01710.

3. Project Record Documents: Section 01720.

4. Operating and Maintenance Data: Section 01730.

5. Warranties and Bonds: Section 01740.

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01730.

2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 01657.

3. All start-up and demonstration testing completed and Certificates of Completed Demonstration submitted to the requirements of Section 01650.

4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01720.

5. All training of Owner's personnel completed.

6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.

8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.

9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.

B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:

1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.

2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)

C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

D. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.

2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.

3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.

E. When the Engineer finds that the Work is substantially complete, he will:

1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.

2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:

1. Project Record Documents must be approved.

2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.

3. Contractor to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:

1. Contract Document requirements have been met.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.

5. All punchlist items have been corrected or completed and the Work is ready for final inspection.

C. The Engineer will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

D. Should the Engineer consider that the Work is incomplete or defective:

1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the Owner for such additional services.

2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Section 01740.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:

a. Previous change orders or written amendment.
b. Allowances.
c. Unit prices.
d. Deductions for uncorrected work.
e. Penalties and bonuses.
f. Deductions for liquidated damages.
g. Deductions for reinspection payments
h. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01710

CLEANING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.

B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Employee skilled workman for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:

1. Drawings.

2. Specifications.

3. Addenda.

4. Change Orders and other modifications of the contract.

5. Engineer's Field Orders or written instructions.

6. Approved Shop Drawings.

7. Field Test records.

8. Construction photographs, preconstruction videos, and pipeline videos.

9. Preliminary as-built drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.

2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Engineer.

E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

A. Label each document. "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe materials, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

4. Field changes of dimensional and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

7. Equipment and piping relocations.

8. Major architectural and structural changes including relocation of doors, windows, etc.

9. Architectural schedule changes according to Contractor's records or shop drawings.

a. Contractor shall provide copies of all such recordings to the Contractor’s surveyor for incorporation into the preliminary and final as-builts drawings.

D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

2. Changes made by Field Order or by Change Order.

E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

A. Accompany each submittal with transmittal letter in duplicate, containing:

1. Date.

2. Project title and number.

3. Contractor's name and address.

4. Title and number of each Record Document.

5. Signature of Contractor of his authorized representative.

B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.

C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the Contractor copies of AutoCAD files and/or Mylar sepias of the original construction plans for the Contractor's use in the as-built drawing preparation. Final as-built drawings shall include all work which the Contractor is requesting to be paid for. The final as-built drawing submittal shall include:

1. Six (6) sets of paper plans and one (1) set of Mylar drawings signed and sealed by a professional land surveyor licensed in the State of Florida and computer floppy disk(s) or CD(s) containing AutoCAD, version 14, drawing files.

2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt"

for water as-built line work and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set “by-layer”. Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)

4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.

5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100 foot (100') minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20 foot (20') intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet (100') minimum intervals (i.e. final cover). For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet (100'), each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between “sanitary hazards” to potable water and reclaimed water mains per FDEP shall be shown.

6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three way horizontal dimensions less than 100 feet (100'), each. If adequate features are not available, a station and offset dimensioning system can be used if

prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as “A”, permanent feature labeled as “B”, “A”-“B” dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity “sanitary hazards” to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flow-lines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100 foot (100') minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.

8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.

9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.

10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.

11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.

12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.

13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals per SC-6.17, 1. of Section 00800, Supplementary Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01730

OPERATING AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.

2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.

3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01340: Shop Drawings.

2. Section 01720: Project Record Documents.

3. Section 01740: Warranties and Bonds.

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.

2. Familiar with requirements of this Section.

3. Skilled as a technical writer to the extent required to communicate essential data.

4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

1. Size: eight and one-half inches by 11 inches (8-1/2" x 11").

2. Paper: 20 pound minimum, white, for typed pages.

3. Text: Manufacturer's printed data, or neatly typewritten

4. Drawings:

a. Provide reinforced punched binder tab, bind in with text.
b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches (14" x 17").

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

a. Provide typed description of products and major component parts of equipment.
b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

a. Title of project.
b. Identity of separate structure as applicable.
c. Identity of general subject matter covered in the manual.

7. Binders:

a. Commercial quality three-post binders with durable and cleanable plastic covers.
b. Maximum post width: two inches (2").
c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.

3. List, with each product, name, address and telephone number of:

   a. Subcontractor or installer.
   b. A list of each product required to be included, indexed to content of the volume.
   c. Identify area of responsibility of each.
   d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.

2. Annotate each sheet to:

   a. Clearly identify specific product or part installed.
   b. Clearly identify data applicable to installation.
   c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

   a. Relations of component parts of equipment and systems.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instructions of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for Owner's personnel, give:

a. Proper procedures in event of failure
b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit four copies of the complete manual in final form.

B. Content: for architectural products, applied materials and finishes:

1. Manufacturer's data, giving full information on products

a. Catalog number, size, and composition.
b. Color and texture designations.
c. Information required for reordering special manufactured products.

2. Instructions for care and maintenance

a. Manufacturer's recommendation for types of cleaning agents and methods.
b. Cautions against cleaning agents and methods which are detrimental to product.
c. Recommend schedule for cleaning and maintenance.

C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.

a. Applicable standards.
b. Chemical composition.
c. Details of installation.

2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: Respective sections of the Specifications.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications.

2. Co-execute submittals when so specified.

3. Review submittals to verify compliance with Contract Documents.

4. Submit to Engineer for review and transmittal to Owner.

B. Related Work Described Elsewhere:

1. Instructions to Bidders: Bid Bonds.

2. Performance Bond and Payment Bond.

3. Labor and Material Payment Bond: Section 00645.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning of warranty, bond or service and maintenance contract.

5. Duration of warranty, bond or service maintenance contract.

6. Provide information for Owner's personnel:

a. Proper procedure in case of failure.
b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size eight and one-half inches by 11 inches (8-1/2" x 11"), punch sheets for standard three-post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

a. Title of Project.
b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches (2").

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.

B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a one (1) hp motor or which lists for more than $1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

D. Owner shall incur no labor or equipment cost during the guarantee period.

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

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01800

MISCELLANEOUS WORK AND CLEANUP

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

2. The work of this Section includes, but is not limited to, the following:

a. Restoring of driveways and fences.
b. Cleaning up.
c. Incidental work.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART 3 – EXECUTION

3.01 RESTORING OF DRIVEWAYS, FENCES, AND SIDEWALKS

A. Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.

B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.02 CLEAN UP

A. The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition. All suitable excess excavated material shall remain on site.

3.03 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes furnishing all labor, materials, equipment and incidentals required for selective site demolition.

2. This Section provides for the complete or partial removal and disposal of specified existing structures, foundations, piping, mechanical, and miscellaneous appurtenances encountered during construction operations.

3. This Section specifies certain activities necessary to maintain and facilitate operation during and immediately following construction and do not purport to cover all the activities necessary. The Contractor shall exercise due care for the existing system operation and shall maintain continuous operation of the existing lift station and the overall wastewater service and minimize operation inconvenience. In accordance with this requirement, a Demolition and Removal Plan shall be developed in accordance with Paragraph 1.06.

4. Demolition includes:

a. Demolition, complete or partial removal and cutting of existing piping and/or structures as required for the new construction.
b. Disposal of salvageable and excess unacceptable material as specified below.
c. Complete removal and off-site disposal of excess and unacceptable materials.

5. The Contractor shall examine the various drawings regarding the proposed site, visit the proposed site and determine for himself the extent of the work, the extent of work affected therein and all conditions under which he is required to perform the various operations.

6. Specific piping and/or structures to be partially or completely demolished are identified in the Construction Drawings.

1.02 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The Contractor shall comply with the requirements of the permits.

B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and companies or local residents located within the project site. Notices shall be received with at least 48 hours in advance of the planned demolition activity.

C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.03 CONDITIONS OF PIPING AND/OR STRUCTURES

A. The Standard Building Codes shall control the demolition, modification or alteration of the existing piping and structures.

B. No blasting shall be done on site. The Contractor shall not bring or store any explosives on site.

1.04 DISPOSAL OF MATERIAL

A. Salvageable material shall become the property of the Owner, if the Owner requests any specific item. The Contractor shall dismantle all materials to such a size that it can readily handled, and deliver any of this salvageable material requested by the Owner to a storage area designated by the Owner.

B. The following materials are examples of the type that the Owner may maintain ownership of:

1. Valves greater than three inches (3") in diameter.

2. Water meters on service connections.

C. Any materials that the Owner rejects shall become the Contractor’s property and must be removed from the site.

D. Concrete, concrete block and unsalvageable bricks shall be hauled to a waste disposal site by the Contractor.

E. All other material shall be hauled to a waste disposal site by the Contractor.

F. The storage of or sale of removed items on the site will not be allowed.

1.05 SUBMITTALS

A. Submit to the Engineer for approval, two (2) copies of the proposed Demolition and Removal Plan for the modifications as shown on the Drawings or as specified herein prior to the start of work. Include in the schedule the coordination of shutoff, capping and continuation of utility service as required. The Demolition and Removal Plan shall include as a minimum, the following:

1. A detailed sequence of demolition and removal work to insure the uninterrupted operation of the Owner's utility systems, and the expeditious completion of the Contractor's work.

2. Evidence (by signature) of approval by the Owner of the work plan.

B. Before commencing demolition work, all modifications necessary to bypass the affected portion of the system will be completed. Contractor shall coordinate with the residential Owner's personnel to determine the locations of the affected valves, fittings and water meters.

C. The above procedure must be followed for each individual demolition operation.

1.06 TRAFFIC AND ACCESS

A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets, and sidewalks both onsite and off-site and to ensure minimum interference with occupied or used facilities.

B. Contractor shall at all times maintain safe and convenient access to the existing site.

C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provided alternate traffic routes around closed or obstructed access ways.

1.07 DAMAGE

A. Promptly repair damage caused to adjacent facilities by demolition operations at no cost to the Owner.

1.08 UTILITIES

A. Maintain existing utilities to remain in service and protect against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.

B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.

C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.

D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with requirements of the utility companies or the municipality owning or controlling them.

1.09 POLLUTION CONTROL

A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.10 QUALITY CONTROL

A. Protect all existing materials and equipment to be salvaged or reused from damage.

B. Cap or plug all lines to be abandoned.

C. Leave all exposed ends of all pipe covered and safe.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION

3.01 SEQUENCE OF WORK

A. The sequence of demolition and removal of the existing facilities will be in accordance with the approved Demolition and Removal Plan as specified in

Paragraph 1.06 of this Section. The Contractor is solely responsible for construction and demolition sequencing of the Work.

3.02 REMOVAL OF EXISTING PIPING AND APPURTENANCES

A. Subject to the constraints of maintaining the existing systems in operation; existing piping and appurtenances not necessary for the operation of the new system shall be removed as shown or indicated on the Drawings.

B. All piping and appurtenances shall be cleaned, flushed and drained. Equipment to be retained by the Owner as specified in Paragraph 1.05 above shall be dismantled sufficiently to permit thorough cleaning and draining. All valves shall be left open. All abandoned piping shall be capped and sleeves and openings remaining after removal of the existing equipment, piping, and appurtenances shall be plugged and sealed as shown on the Drawings.

C. All water meters on residential service connections located within the right-of-way that have not been relocated and connected to the new service lines shall be removed and given to the Owner.

3.03 STRUCTURES TO BE COMPLETELY DEMOLISHED

A. Existing structures shall be completely demolished as shown on the Drawings. Structures shall be demolished to make room for construction of new facilities, unless otherwise shown on the Drawings. All demolished material and equipment shall be removed from site.

END OF SECTION

SECTION 02100

EXCAVATION, BACKFILL AND EMBANKMENT

PART 1 – GENERAL

1.01 SCOPE

A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:

1. Stripping, storing and replacing topsoil;

2. Excavation and backfill for pipe trenches;

3. Excavation and embankment for road, grading and drainage of the site;

4. Excavation and backfill for buildings and structures; and

5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation by employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have not claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.

B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings,

as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

C. The term "subgrade" as used herein shall have the meaning given below:

1. The bed of a trench prepared as specified to receive pipes or other conduits;

2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;

3. The surface of excavation or embankment areas prepared to receive topsoil; and

4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 – MATERIALS

2.01 TOPSOIL

A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches (6"). On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.

B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches (2") for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be effected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

A. In locations where the working space is limited, the material excavated from the first one hundred feet (100') of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure

or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.

C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.

B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.

C. No timber sheeting, bracing or shoring shall be left within 18 inches (18") of any natural ground surfaces or within twelve inches (12") inches of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system no vertical member shall remain directly over the pipe and no horizontal member shall remain within twelve inches (12") of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner, and shall not be entitled to additional compensation for such corrective work.

PART III - EXECUTION

3.01 ORDER OF WORK

A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.

B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.

B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:

1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset shall be on the side of the centerline opposite to that on which excavation will be thrown.

2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled

and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.

3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.

C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

A. From the subgrade elevation to an elevation at least twelve inches (12") above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than twelve inches (12") nor more than sixteen inches (16") wider nor more than eight inches (8") in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.

B. From a point twelve inches (12") above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus 40 inches (40"). If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.

C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six inches (6") below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one (1) diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches

are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower 90 degrees of the circumference of the pipe, i.e., so that one-fourth of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to ensure that the barrel of the pipe will rest for its entire length upon the trench bottom.

B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support 90 degrees of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.

C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.

B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.

C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.

D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed three hundred feet (300') and one hundred feet (100'), respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least twenty feet (20') in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five feet (5') of the end of the open trench.

B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.

C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.

B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.

C. The Contractor shall not obstruct fire hydrants.

D. The roadway on one side of the line of work shall be kept open at all times.

E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet (3') in width, shall be preserved free from all obstruction.

F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.

G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.

B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.

C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.

B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.

C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.

D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.

B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four inches (4") diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.

C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.

D. The material for embankment shall be deposited in layers of not more than nine inches (9") in thickness; each layer shall be separately compacted by heavy, grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one foot (1') above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three feet (3') above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:

1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances, and

2. Eliminate settlement of the backfilled material.

B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.

C. The procedure of backfilling shall be as follows:

1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two feet (2') above the top of pipe or conduit, shall be refilled with clean earth deposited in four inch (4") layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.

2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.

3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six inches (6") in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than 95 percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed, and wetted as required as the work progresses.

4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.

D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the

Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.

E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.

F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two feet (2') above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stores not more than six inches (6") in largest dimensions, but not in proportion exceeding 20 percent (20%) of the total volume of backfill.

G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.

H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.

I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.

J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.

B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.

C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as will not to detract from the general appearance of the improvement and shall not create unsatisfactory conditions.

D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

3.13 BUILDINGS AND STRUCTURES

A. Excavation.

1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.

2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.

3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.

2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six inches (6") in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extend relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.

B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.

C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.

D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of

excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.

B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.

C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of

removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.

B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.

C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.

D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer, and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.19 CLEANUP

A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within 24 hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.

B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.

C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than 200 feet (200') from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.

B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within 24 hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

SECTION 02900A

GRASSING, MULCHING AND SODDING

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The work specified in this section consists of grassing, or of grassing and mulching on slopes, shoulders and other areas. The work of grassing shall include seeding and fertilizing; also, watering as required. Any of the items of work covered by this section may be eliminated from the contract, at the discretion of the Engineer. Sodding is included herewith and shall conform to the lines and grades as shown on the plans.

PART 2 – MATERIALS AND EQUIPMENT

2.01 MATERIALS AND EQUIPMENT

A. The materials used for the work in this section shall conform to the requirements hereinafter specified.

2.02 SOD

A. Sod shall be well matted with roots. St. Augustine shall be used in residential areas. Bahia shall be used in the right-of-way areas, not covered by St. Augustine grass.

B. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 12-inch (12" x 12"), except where six-inch (6") strip sodding is called for.

C. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Engineer before placing.

D. Source Requirements for Sod and Mulch. No mulch material or sod shall be used which is not certified as being free of the imported fire ant, and before any mulch or sod is brought to the project, the Contractor will be required to furnish the Engineer a written certification and clearance, from pest control officials of either the State or the Federal Department of Agriculture, verifying that the materials are being obtained from an area outside of the zone of quarantine of the imported fire ant, or that they are free of the imported fire ant.

2.03 WATER

A. The water used in the grassing operations may be obtained from the reclaimed water system.

B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.

C. Salt water shall not be used.

2.04 EQUIPMENT

A. Fertilizer Spreader.

1. The device for spreading dry fertilizer or for spraying liquid fertilizer shall meet the approval of the Engineer.

B. Seed Spreader.

1. The seed spreader shall be an approved mechanical head spreader or other approved type of spreader and may be integral with the cultipacker roller equipment specified below.

C. Equipment for Cutting Mulch into Soil.

1. The mulching equipment shall be a rotovator, or other equipment determined by the Engineer to be equally suitable for cutting the specified materials uniformly into the soil and to the required controlled depth.

2. Harrows will not be allowed.

D. Rollers.

1. A cultipacker, traffic roller, or other roller approved by the Engineer, will be required for rolling the grassed and mulched areas.

E. Water-Metering Devices.

1. The vehicle used for applying the water to the grassed areas shall be equipped with an approved metering device installed at such point on the vehicle as to measure the water at the time of its being applied to the grassed areas.

PART 3 – EXECUTION

3.01 TIME OF BEGINNING OPERATIONS

A. Whenever a suitable length of roadway is completed and ready for planting the Contractor shall, if directed by the Engineer, proceed at once with the planting of the available shoulder or embankment areas.

3.02 WEATHER AND SOIL LIMITATIONS

A. Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour.

B. Seed shall be sowed only when the soil is moist and in proper condition to induce growth.

3.03 SOIL MANIPULATION

A. All soil manipulation shall be done at right angles to the direction of slope.

3.04 WATERING

A. The soil shall be maintained in a moist condition for a period of at least two (2) weeks after the planting.

3.05 APPLYING AND MIXING FERTILIZER

A. Rate of Application

1. At the Contractor's option either dry or liquid commercial grade fertilizer may be used.

2. The rate of application for dry fertilizer shall be 800 to 1000 pounds per acre, with application in the upper range for sandy soils in the lower range for loamy soils. The exact rate will be set by the Engineer.

3. Liquid fertilizer shall be applied at an equivalent rate which will provide the same amount of plant food as required for dry fertilizer (or at approximately 74 to 92 gallons per acre).

B. Application

1. The fertilizer shall be spread or sprayed uniformly over the area to be grassed by use of the approved distributing device, except that on steep slopes or other areas where machine-spreading may not be practicable, spreading may be done by hand or by hose if the Engineer so directs.

2. Immediately after dry fertilizer is spread, it shall be harrowed in and mixed with the soil to a depth of approximately four inches (4").

3. When liquid fertilizer is sprayed, the soil, if dry, shall be moistened by sprinkling before the liquid fertilizer is applied not later than seven (7) days after the seed is in place.

3.06 MULCHING

A. When Dry Mulch is Used:

1. When mulching is called for, approximately two inches, loose thickness, of the straw or hay material shall then be applied uniformly over the grassing area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulch thickness of three to four inches.

2. Care shall be exercised so that the materials are not cut too deeply into the soil.

B. When Green Mulch is Used:

1. When green mulch is used, the green mulch shall be incorporated into the soil not later than two days after being cut, and not artificial watering shall be done before the mulch is applied.

2. It shall be spread in a layer of approximately two inches (2") loose thickness, and cut into the soil with the equipment specified.

3. The material shall not be cut too deeply into the soil.

3.07 SEEDING

A. Soon after the mulch material has been cut into the soil, and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area.

The rate of spread for the seed shall be as follows:

1. Where mulching is not called for, or where dry mulch is used, the rate shall be 60 pounds per acre. In the period from March 15 to October 15 the seed mixture shall be 30 pounds of Bahia and 30 pounds of Bermuda. In the remainder of the year, the mixture shall be 20 pounds each of Bahia, Bermuda and rye seed.

2. When green mulch is used, the required rate of spread shall be reduced to 45 pounds per acre, because of the faster growing rate of the green mulch as

compared with that of the seeds. The seed mixture shall be 22-1/2 pounds of Bahia and 22-1/2 pound of Bermuda, except that in the period October 15 to March 15 the mixture shall be 15 pounds each of Bahia, Bermuda and rye grass seed.

3. Seeding may be done in conjunction with the rolling if the equipment used is designed for that purpose.

4. Rolling. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

3.08 SODDING

A. Wherever sodding is indicated on the plans, it shall include all of the requirements of this section except "Mulching".

3.09 MAINTENANCE

A. The Contractor shall be responsible for keeping the ground moist by watering until an acceptable stand of grass is grown. He will also be required to repair at his own expense any damage due to washouts, erosion or other causes which might occur prior to final acceptance of this work.

END OF SECTION

SECTION 03300

CAST IN-PLACE AND POURED CONCRETE

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.

B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 SUBMITTALS

A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

1.03 CODES AND STANDARDS

A. ACI 301 "Specifications for Structural Concrete for Buildings", ACI 318” Building Code Requirements for Structural Concrete”, ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

A. Air content shall be in accordance with ASTM Methods C 173, one for each set of compressive strength specimens.

B. Sampling of freshly mixed concrete shall be in accordance with ASTM C 172.

C. Slump: ASTM C 143.

D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.

E. Laboratory Reports: Submit two (2) copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PORTLAND CEMENT

A. Shall comply with the standard specifications for Portland Cement, ASTM designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.02 CONCRETE AGGREGATE

A. Shall conform to standard specifications for concrete aggregate, ASTM Designation C 33 or to ASTM C 330. Maximum size of aggregate shall not exceed one-fifth (1/5) of the narrowest dimension between reinforcing bars.

B. Fine Aggregate - Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject aid the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coat and Lignite	1%

2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

Total Retained On	Percent (%) Retained
No. 4 Sieve	0 – 5
No. 10 Sieve	3 – 30
No. 30 Sieve	30 – 70
No. 50 Sieve	65 – 95
No. 100 Sieve	95 – 100

C. Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

D. Coarse Aggregate.

1. Coarse aggregate shall consist of hard, tough, durable components free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed five percent (5%) by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is two inches (2") or more, the maximum size of aggregate shall be 12 inches (12"). Where the cover over reinforcing is less than two inches (2"), the maximum size of aggregate shall be three-quarters inch (3/4"). The maximum size of aggregate shall not exceed one-fifth (1/5) of the narrowest dimension between forms nor three-fourths (3/4) of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

	Percent Passing
Maximum Size Square Mesh Screen	97 – 100 %
2 Maximum Size Square Mesh Screen	40 – 70 %
No. 4 Sieve	0 – 6 %

2.03 WATER

A. Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed bars of USA manufacture.

B. Welded Wire Fabric: ASTM A 185, gauges, spacing and dimensions as indicated.

C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.

D. Tie Wire: 16-gauge minimum, black, soft annealed.

E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

F. Epoxy coated or FRP rebar shall be used for all marine applications.

2.05 FORM WORK

A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.

B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled and edge sealed, with thickness not less than three-quarter inch (3/4").

C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.

1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.

2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.

D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, two-inch (2") wide on each leg.

E. Steel Forms. Uncoated steel, three-sixteenth inch (3/16") minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wood and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.

F. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch (0.11") thick. Design forms for external bracing at piers and columns, without use of form ties.

G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the removed end or end fastener is easily filled to match the surface of the

hardened concrete. Provide removable cones 13 inches (13") in diameter by 12 inches (12") deep. Provide preformed mortar plugs to match the color of the concrete, recessed three inches (3"), adhered with an approved two (2) part epoxy.

H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches (12") form wall and cutoff in a plane parallel to it.

I. Circular and Elliptical Column Forms: Fabricate of two (2) pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.

J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.

K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:

1. Working drawings of formwork are submitted.

2. Internal form ties are regularly spaced no less than 48 inches (48") each way, and are made watertight.

3. Form ties have removable cones, which are filled to match concrete.

4. Joints in panels are fully watertight.

5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.

L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.

M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.

N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.

O. Shoring: As designed and executed by Contractor to support all loads.

P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a three-quarter inch (3/4") chamfer at exposed edges of concrete members.

Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.06 ADMIXTURES

A. Air Entraining Admixture: ASTM C 260.

B. Water Reducing and Retarding Admixture:

1. Concrete Without Superplasticizer:

a. Water Reducing Admixtures: ASTM C 494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.

b. Water Reducing and Retarding Admixtures: ASTM C 494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.

c. Accelerating Admixtures: ASTM C 494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

2. Concrete with Superplasticizer:

a. Water Reducing, High Range Admixtures: ASTM C 494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second-generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rehoplastic state in excess of two (2) hours if necessary.

b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum

discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. Concrete used in Marine Applications:

a. Micro Silica admixtures shall be used for concrete installed in marine and coastal applications. Concrete designs shall meet the appropriate requirements of EN206-1, BS 8500 and BS 5075. Contractor shall provide plant certification for all mix designs used in marine and coastal applications.

2.07 GROUT

A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.

B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.

C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.

D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the three-quarter inch (3/4") sieve.

2.08 MEMBRANE CURING COMPOUND.

A. Membrane curing compound shall be wax-free, pigmented, 100 percent (100%) resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT.

A. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90 degrees to support top bars.

B. Membrane: Six (6) mil polyethylene film.

C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, nine inches x three-eighth inches (9" x 3/8") at wall thickness of 12 inches (12") or greater, and six inches x three-eighth inches (6" x 3/8") at wall thickness less than 12 inches (12"). Provide six inch (6") split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.

D. Preformed Expansion Joint Filler:

1. Bituminous type conforming to the requirements of ASTM D 994.

2. Non-extruding type, self-expanding cork, three-quarter inch (3/4") thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D 1752, Type III, and compatible with the specified joint sealant compound.

E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.

F. Tongue and Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.

G. Inserts: Galvanized steel to fit the proposed hanger or support.

H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one (1) part cement to two and one-half (2-1/2) parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.

I. Burlap Mats: Conform to AASHTO Specification M182.

J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concresive 1001-LPL, or equal.

K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the engineer, provided they are not considered to replace structurally the displaced concrete.

B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.

C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than four percent (4%) of the area of cross section on which strength is calculated or which is required for fire protections.

D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.

E. Except when plans for conduits and pipes are approved by the engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:

1. They shall not be larger in outside dimension than one-third (1/3) overall thickness of slab, wall, or beam in which they are embedded.

2. They shall not be spaced closer than three (3) diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

A. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:

1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.

2. No liquid, gas, or vapor, except water not exceeding 90 °F (32 °C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.

3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (12" or 38 mm) for concrete exposed to earth or weather or in contact with ground.

4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.

5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

PART 3 – EXECUTION

3.01 PROPORTIONING

A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty percent (30%) nor more than fifty percent (50%) of the total weight of the aggregate.

B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four inches (4"). Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.

C. The amount of air entrained in the freshly mixed concrete shall not be less than three percent (3%) nor more than six percent (6%). The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.

D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (ASTM designation C 94).

1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.

2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.

3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 318).

B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of seven (7) days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.

C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

1.	Date and time leaving plant	Additives (if any)
2.	Type of cement and weight	Site arrival time
3.	Quantity of water and time added	Site leaving time

D. Concrete.

1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.

2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.

3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed.

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.

2. Excessive over-mixing, required additions of water to preserve the required consistency, shall be cause for rejection of the batch.

3. Concrete shall not remain in a transit mixer or agitator truck more than 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.

4. Minimum mixing time shall be 50 revolutions of drum at rated speed.

F. Measurement.

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.

2. All materials shall be measured by weight, except that water may be measured by volume calculated at eight and one-third (8-1/3) pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes.

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.

2. Maximum Water-Cement Ratio:

.37 (lbs/lb) – Concrete with superplasticizer
.38 (lbs/lb) – Concrete in Marine Environments
.45 (lbs/lb) – Class A concrete without superplasticizer
.55 (lbs/lb) – Class B concrete without superplasticizer
.65 (lbs/lb) – Class C concrete without superplasticizer

3. Air Content: Five percent (5%) plus or minus one and one-half percent (±1.5%) (Class A and B).

4. Slump:

Four inches (4") plus or minus one inch (±1") for Class A and B without superplasticizer.

Seven inches (7") plus or minus one inch (±1") for Class A and B with superplasticizer.

Eight inches (8") plus or minus one inch (±1") for tremie concrete or as specified by details.

H. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.

2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet (5'), except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.

3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.

4. Concrete shall be placed in layers not over 12 inches (12") deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and

form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five (5) and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a one-inch (1") minimum layer of 1:2-1/2 cement-sand grout, with a six-inch (6") to eight-inch (8") slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting, or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three (3) layers at 12 inches (12") each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than 20 minutes between layers or lifts.

6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately 30 minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.

7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to insure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one (1) vertical to three (3) horizontal or more than one (1) vertical to two (2) horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet (5'), a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.03 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect

exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.

2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.

3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30 percent (30%) solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.

4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of seven (7) days for normal Portland cement or four (4) days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured four (4) days.

2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by the water.

3. Covering with Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover with waterproof curing sheet conforming to ASTM C 171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held

down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (ACI 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of 24 bar diameters but not less than twelve inches (12").

B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.

C. Wire mesh, unless otherwise shown on the drawings or specified, shall be six inches by six inches (6" x 6") No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A 185, latest revision.

D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.

E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete. Minimum clearances between the steel and face of concrete shall be maintained as shown.

F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart, rather than as specified above.

3.05 FORMS

A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.

B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering

or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.

C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms.

Chamfer strips made from nominal dimensional one inch by one inch (1" x 1") lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.

D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.

E. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by drawings.

F. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.

G. Box out for all temporary openings and build forms to seal them up when and as required.

H. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the Manufacturer's instructions.

I. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.

J. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.

K. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.

L. Bonding To Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 °F.

Structural Member or Condition	**Normal Strength Concrete**	**Normal High-Early Strength Concrete**	**Minimum Compressive Strength for Form Removal (% Design Strength)**
Cantilevers	12 days	7 days	90
Over 20 feet (20') Between Supports	12 days	7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free Standing Walls, Columns, and Piers	5 days	3 days	70
Walls, Piers, Columns, Sides of Beams, Footings, Slabs on Grade, and Vertical Surfaces	24 – 48 hours	12 – 24 hours	70
Front Face Form of Curbs	6 – 24 hours	6 hours	70

3.07 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least six inches (6") wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.

2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.

3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one (1) part cement to one (1) part fine sand passing a No. 30 sieve and having the consistency of thick cream.

4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.

5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

Finish Designation	Area Applied
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than two inch (2"), and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions three inch (3") or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one (1) part cement and one and one-half (1-1/2) parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.

Finish Designation	Area Applied
F-4	Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

Finish Designation	Area Applied
S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.
S-4	Slabs and floors at slopes greater than ten percent (10%): Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.
S-5	Exposed edges of slabs, floors and tops of walls: Finish with a three-inch (3") radius edge if a chamfer is not indicated.

C. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a ten-foot (10') straightedge applied at no less than two (2) angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.

D. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.

E. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of one-eighth inch (1/8") in ten feet (10') as determined by a ten-foot (10') straightedge placed anywhere on the slab in any direction.

F. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 20 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.

G. Saw Cut Joints: Cut joints that are to be saw cut not sooner than two (2) hours after the concrete is poured and not later than eight (8) hours after the pour.

3.07 TESTS

A. Compressive strength tests shall be made by breaking standard six-inch (6") diameter by 12-inch (12") high test specimens prepared, cured and broken in accordance with the ASTM Standard Methods C 31 and C 39, latest revision. Four (4) specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One (1) additional test shall be taken from each 30 cubic yards or fraction thereof in each pour in excess of 30 cubic yards.

B. Test specimens shall be taken from manhole bottom pours of less than five (5) cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One (1) cylinder from each pour shall be broken at seven (7) days, the remainder at 28 days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

C. Slump test shall be made in accordance with ASTM C 143, latest revision, and shall be made with each load and at time of cylinders.

D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.08 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER STOPS

A. Expansion Joints shall be places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D 175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D 994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.

B. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.

C. Water Stops. Material for water stops shall be nine-inch (9") PVC multi-rib center-bulb type for expansion joints, and one-quarter inch by four inches (1/4" x 4") and one-eighth inch by four inches (1/8" x 4") structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 03410

PRECAST PRESTRESSED CONCRETE MEMBERS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Design, cast, deliver, erect and shore precast prestressed concrete joints and beam soffits, hollow core planks, tees and other members as shown on the Drawings and specified herein.

1.02 QUALITY ASSURANCE

A. Provide the product of a manufacturer of precast prestressed units having at least five (5) years experience in the manufacturer and erection of similar units and provide to the Engineer written evidence of such manufacturer's experience and adequately of manufacturer's plant and facilities to perform the work.

B. Plant Inspection: Notify the Engineer five (5) days before the units are cast and five (5) days before shipment is made in order to provide for plant inspection, if the Engineer so directs.

C. Tests: Make at least three test cylinders of each day's concrete production and perform compression tests thereon at 28 days. Maintain records of all such tests.

1.03 RELATED SECTIONS

A. Section 03300: Cast-In-Place and Poured Concrete.

B. Section 03600: Grout.

1.04 REFERENCES

A. Standards: Unless otherwise indicated, provide materials, workmanship and construction practices in accordance with the following standards:

1. Standard Building Code.

2. ACI 318, Building Code Requirements for Reinforced Concrete.

3. PCI Design Handbook, latest edition.

4. PCI MNL 116, Manual for Quality Control for Plants and Production of Precast Concrete Products.

5. ASTM 416, Stress-Relieved Strand for Prestressed Concrete.

6. AWS D1.1, Structural Welding Code

7. ASW D12.1, Reinforcing Steel Welding Code.

1.05 SUBMITTALS

A. Submit the following information to the Engineer for approval, in accordance with Section 01340. Do not start fabrication until submission has been approved.

1. Quality Control: Satisfactory evidence that plant and production methods meet the requirements of PCI MNL 116.

2. Design: Concrete mix design from a certified plant together with complete calculations, including shear and camber calculations, all bearing the signatures and seal of a Professional Engineer registered in the State of Florida.

3. Shop Drawings: Complete fabrication and erection drawings, all bearing the signature and seal of a Professional Engineer registered in the State of Florida.

4. Closure Panels: Shop drawings and manufacturer's product data on closure panels between tee stems.

1.06 DELIVERY, STORAGE AND HANDLING

A. Provide qualified personnel, using proper equipment, for transportation and erection of the units. Lift and support the units only at points indicated on the shop drawings.

PART 2 – PRODUCTS

2.01 MATERIALS AND FABRICATION

A. Use materials and fabrication methods meeting all requirements of the specified standards, with tolerances in accordance with the recommendations of PCI MNL 116.

B. Cast the prestressed units to the size and configuration shown on the drawings. Design the units in accordance with ACI 318 to safely support the designated superimposed loads and to meet all special requirements shown on the Drawings. Do not exceed the permissible stresses in Sections 18.4.1 and 18.4.2 of ACI. Minimum 28 days compressive strength of the concrete shall be 6,000 psi and minimum release strength shall be 3,500 psi.

C. Provide a standard finish such as is produced in plastic lined or metal forms. Units with honeycomb, structural defects, "ghosting" of mesh or other reinforcing or other imperfections will, at the discretion of the Engineer, be rejected.

D. Provide joists of standard weight concrete having a minimum average cover of two and one-half inches (2-1/2") over the pre-stressing strands and spiral ties, with the composite system of joist and concrete slab providing a two (2) hour fire rating acceptable to the Building Official.

E. Fabricate prestressed concrete slabs in one single operating using machine extruded zero slump concrete with a smooth top and bottom. Provide tops of units with a broom finish facilitating bonding of the concrete topping.

F. Openings: Cast openings in members as indicated on the Drawings. Do not cut openings in field unless approved in writing and sealed by the engineer responsible for the design of the precast prestressed members.

G. Closure Panels: Manufacture closure panels of two inch (2") thick one (1) lb/cu.ft. molded polystyrene core cut to the full size of the opening and faced on one side, unless otherwise noted on the Drawings, with colored Glasweld. Undercut the facing material one-eighth inch (1/8") at the top and sides of the opening; factory laminate facing to the core with water repellant adhesive by pinch rollers. Provide closure panels as manufactured by Benoit, Inc., St. Paul, Minnesota, or equal.

H. Precast Prestressed Tees: Fabricate tees and double tees with standard finish with flange connections as indicated. Cast openings larger than 10 inches (10") in diameter in members as indicated on the Drawings. Members with major defects will be rejected. Patching will be permitted provided that, in the judgment of the Engineer, neither structural adequacy nor appearance is impaired.

I. Elastomeric Pads: Provide bearing pads meeting all requirements of AASHTO Standard Specifications for Highway Bridges, 12th Edition, 1977, Division 2, Section 25.

PART 3 – EXECUTION

3.01 ERECTION

A. Place, align, and level the precast units in final position maintaining the tolerances recommended in PCI MNL 116, including all forming and shoring necessary to complete the field installation. Design shoring to safely support construction loads without exceeding design loads of completed portions of the building supporting the shoring. Remove all shoring and formwork upon completion. Correct variations in camber between adjacent tees by loading.

B. Place tees and double tees so that units are close together as possible. Do not grout joints. If the gap between units exceeds one-half inch (1/2"), provide strips of hardware cloth over joints and take such additional measures as are necessary to prevent leakage of the concrete or other topping through the ungrouted joints between the tees.

C. Concrete flange connections by full welds as indicated, using only qualified welders.

D. Closure Panels: Secure panels in place with foam type construction adhesive and caulk the joints.

E. Grouting of Hollow Core Planks:

1. Clean keyways between units and fill solidly with grout. Remove grout that may seep through to surfaces in areas below before hardening.

2. Provide grout consisting of a mixture of one part Portland cement and three parts sand with a six-inch (6") slump. Add water in sufficient quantity to produce a fluid mixture.

3. Finish tops of grout joints adequately smooth to prevent any unevenness that might interfere with the placing of roofing. Finish transitions due to differential levels not steeper than 1:12.

END OF SECTION

SECTION 03600

GROUT

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Provide all labor, materials, tools and equipment and perform all grouting as specified hereinafter and indicated on the Drawings.

1.02 RELATED WORK

A. Section 03300: Cast-In-Place and Poured Concrete.

1.03 SUBMITTALS

A. Submit manufacturer's literature for review on the following items:

1. Nonshrink grout data including grout properties, mixing, surface preparation and installation instructions.

1.04 DELIVERY AND STORAGE

A. Deliver and store grouting materials in unbroken containers with seals and labels intact as packaged by the manufacturer.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.

B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.

C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.

PART 3 – EXECUTION

3.01 PREPARATION

A. Clean all bonding surfaces or dust and oil.

3.02 INSTALLATION

A. Nonshrink Grout:

1. Use nonshrink, nonmetallic grout for grouting precast concrete wall panel connections, column base plates, anchor bolts, reinforcing bars, pipe sleeves, machinery supports and pump base plates. Use epoxy grout for anchor bolts, etc., where indicated on the Drawings.

2. Mix and place nonshrink grout as recommended by the manufacturer.

3. Mix grout as close to the work area as possible and transport quickly to its final position in a manner which will not permit segregation of materials.

4. Cure nonshrink grout with water saturated burlap for at least three days or with an application of Super Rez Seal cure and seal compound applied immediately after grout placement.

5. Do not operate machinery set on grout pads until the grout has cured for at least 24 hours.

END OF SECTION

SECTION 03700

MODIFICATIONS AND REPAIR TO EXISTING CONCRETE

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Furnish all labor, materials, equipment and incidentals required to cut, repair, demolish, excavate or otherwise modify parts of existing structures or appurtenances as shown on the Drawings and as specified herein, including connecting new concrete to existing concrete, as necessary to complete the work under this Contract.

1.02 RELATED WORK DESCRIBED ELSEWHERE

A. Section 03300: Cast-In-Place and Poured Concrete.

1.03 QUALITY ASSURANCE

A. Do not cut, remove, or otherwise alter existing structures or concrete until authorization is given by the Engineer.

B. When removing materials or portions of existing structures, and when making openings in existing structures, take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, nor to damage the structures or contents by falling or flying debris. Unless otherwise permitted, line drilling will be required in cutting existing concrete.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Epoxy Bonding Compound: Two-component, moisture insensitive, heavy viscosity, high strength, rigid epoxy system that will bond under dry, damp or wet conditions, and is equal to BurkEpoxy MV or BurkEpoxy Mortar as manufactured by The Burke Company, Sikadur Hi-Mod as manufactured by Sika Chemical Corp., or Eurco 615 Epoxy as manufactured by Euclid Chemical Company.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Take field measurements in the required structures to determine the amount of concrete to be removed and/or repaired and the amount of patching to be done.

3.02 CONSTRUCTION METHODS

A. Where new concrete is to be made integral with existing concrete, use the methods shown in the Drawings.

B. Mix and apply all bonding and patching materials in accordance with the manufacturer's instructions and recommendations.

3.03 MODIFYING OR REPAIRING EXISTING CONCRETE

A. Remove concrete to the depths shown or required. Roughen contact surface by chipping, sandblasting, scarifying or other approved methods. Thoroughly clean the surface, removing loose particles and dust.

B. Cut off projecting reinforcement when required to provide at least two inch (2") cover. Where shown, bend reinforcement across cut face and cover with new concrete.

C. Thoroughly wash the roughened concrete surfaces and keep the surfaces saturated for at least six (6) hours before placing new concrete. Remove all free water prior to placing the concrete. An epoxy bonding compound, as specified, may be used in lieu of saturating surface for six (6) hours.

D. Place cement mortar, where required, to a thickness slightly in excess of the finished surface, and steel-trowel-finish, flush with the adjacent surface.

E. When the finish surface of new concrete in exposed surfaces is not specified to be coated, match the color of the existing adjoining concrete as closely as possible.

F. Mix cement mortar in the proportions of one (1) part Portland cement to two (2) parts of sand by volume. Do not use accelerating admixtures in surface treatment. Where shown on the Drawings, use a non-shrink grout for patching and filling.

3.04 CONNECTIONS, NEW CONCRETE TO EXISTING CONCRETE

A. Make connections to existing concrete as shown on the Drawings.

B. Where it is necessary to expose existing reinforcement, clean the reinforcing rods or wire mesh by wire brushing and hook new reinforcement into existing reinforcement and lap or weld as directed. Provide at least three-quarter inch (3/4") clearance around each bar.

C. Mix and apply the epoxy in strict accordance with the printed instructions of the approved manufacturer.

D. Preparation of Concrete Surfaces:

1. Surfaces must be clean and sound. Surfaces may be dry, damp, or wet, but free of standing water. Remove dust, laitance, grease, during compounds, impregnations, waxes, foreign particles, and disintegrated materials by mechanical abrasion methods such as sandblasting. Sandblast steel to appropriate finish.

2. If the concrete surfaces are sound and it is only necessary to remove laitance, grease or dust, the Contractor may, with the prior written approval of the Engineer, forego sandblasting and wash the concrete with a degreasing and etching chemical applied in accordance with the manufacturer's written instructions and as stipulated in these Specifications hereinafter.

3. Degreasing and Etching Chemical: ProSoCo, Inc., Sure-Klean Degreaser & Etch, or equal, with water white color, flash point above 150 °F, and consisting of a blend of organic and inorganic acids with a special solvent system incorporating wetting agents for emulsification.

4. Application of Degrease and Etching Compound: Prewet concrete surfaces with clean water. Brush concentrated cleaner onto concrete surface. Let stand three to four (3-4) minutes and reapply, brushing stained areas vigorously. Rinse off with fresh water applied at a minimum volume of five (5) gallons per minute.

E. Application of Bonding Compound:

1. Cover the area to be overlayed with one (1) coat of the epoxy compound applied with long-nap paint rollers, brushes, brooms or by spray as per manufacturer's instructions.

2. Place the concrete while the epoxy compound is still tacky. If the bonding compound should harden before the concrete is placed, apply a fresh coat over the hardened coat and proceed.

F. Application of Grouting: To prepare a grout for anchor bolts or to level base plates, mix the compound as recommended by the manufacturer.

G. Weather Limitation: Place the epoxy compound only when both the concrete surface temperature and the ambient temperature are as recommended by the manufacturer.

3.05 OPENINGS IN CONCRETE

A. Where openings are required for pipes, thimbles for gates, gate stems or other installations in existing concrete structures, cut the existing concrete within the limits required, as shown on Drawings or specified, expose the existing reinforcing steel

and perform the work in such a manner as to prevent damage to the existing adjacent structures or equipment.

B. Unless otherwise permitted, line drilling will be required.

C. Where concrete is cut to provide openings for gate stems, accurately install pipe sleeves and grout in place in an approved manner.

1. Clean the exposed reinforcement by wire brushing, then cut and bend to permit the installation and finally bend around the new pipe or thimble. Provide additional reinforcement as shown on the drawings for typical reinforcing details of openings in walls and slabs, otherwise shown, specified or required.

2. After installation of pipelines and thimbles, etc., prepare the existing concrete as specified above and fill the void between the outside of the pipe or thimble and the existing concrete with non-shrink non-metallic grout.

END OF SECTION

SECTION 04000A

UNIT MASONRY

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Scope of Work:

1. Furnish all labor, materials, equipment and incidentals required to construct all masonry work as shown on the Drawings and specified herein.

2. The work under this Section includes, but is not necessarily limited to, the following:

a. Concrete masonry units (CMU).
b. Masonry reinforcing, ties and anchors.
c. Grouting of masonry units.

PART 2 - QUALITY ASSURANCE

2.01 CONSTRUCTION TOLERANCES

A. Variation from Plumb: For vertical lines and surfaces of columns, walls and arrises do not exceed one-quarter of an inch (1/4") in 10 feet (10') or three-eighths of an inch (3/8") in a story height not to exceed 20 feet (20') nor one-half an inch (1/2") in 40 feet (40') or more. For external corners, expansion joints, control joints and other conspicuous lines do not exceed one-quarter of an inch (1/4") in any story or 20 feet (20') maximum, nor one-third of an inch (1/3") in 40 feet (40') or more.

B. Variation from Level: For lines of exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, do not exceed one-quarter of an inch (1/4") in any bay or 20 feet (20') maximum, nor three-quarters of an inch (3/4") in 40 feet (40') or more.

C. Variation of Linear Building Line: For position shown in plan and related portion of columns, walls and partitions, do not exceed one-half of an inch (1/2") in any bay or 20 feet (20') maximum, nor three-quarters of an inch (3/4") in 40 feet (40') or more.

D. Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions shown, do not exceed minus one-quarter inch (-1/4") nor plus one-half inch (+1/2").

PART 3 – SUBMITTALS

3.01 PRODUCT DATA

A. Submit manufacturer's specifications and other data for each type of masonry unit, accessory, and other manufactured products, including certifications that each type complies with specified requirements. Include instructions for handling, storage, installations and protection.

PART 4 – JOB CONDITIONS

4.01 PROTECTION OF WORK

A. During erection, cover top of walls with heavy water proof sheeting at end of each days' work. Cover partially completed structures when work is not in progress.

B. Extend cover a minimum of 24 inches (24") down both sides and hold cover securely in place.

C. Do not apply uniform floor or roof loading for at least 12 hours after building masonry walls or columns.

D. Do not apply concentrated loads for at least three (3) days after building masonry walls or columns.

E. Staining: Prevent grout or mortar from staining the face of masonry to be left exposed or painted. Remove immediately grout or mortar in contact with such masonry.

F. Protect sills, ledges and projections from droppings or mortar.

PART 5 – MATERIALS

5.01 MASONRY UNITS, GENERAL

A. Manufacturer: Obtain masonry units from one manufacturer, of uniform texture and color for each kind required, for each continuous area and visually related areas.

B. Concrete Masonry Units (CMU).

C. Size: Manufacturer's standard units with nominal face dimensions of 12 inches (12") wide x 16 inches (16") long x eight inches (8") high (11-5/8" x 15- 5/8" x 7-5/8" actual).

D. Hollow Load-Bearing: ASTM C 90 where shown as “HL-CMU” and as follows:

1. Grade N: For general use in exterior walls above and below grade that may or may not be exposed to moisture penetration or the weather, and for interior walls and backup.

E. Weight: Where shown as “Normal Wt.”, provide units using concrete aggregates complying with ASTM C 33 producing dry net unit weight of 125 lbs per cu. ft.

F. Cure units by atmosphere drying for not less than 30 days before installation, to comply with ASTM C 90, Type II.

G. Exposed Faces: Provide manufacturer’s standard color and texture.

H. CMU shall be free from substances that will cause staining or popouts and shall be fine, even texture with straight and true edges. All units shall have been wet steam cured for at least 18 hours and then air cured in covered stored for not less than 28 days before delivery. Units shall have a maximum linear drying shrinkage of 0.025 percent (0.025%) (ASTM C 426) and have a moisture content at time of delivery not exceeding 30 percent (30%) of total absorption.

I. Units shall be obtained from one manufacturer to insure even color and texture.

J. Provide special units required by the Drawings, including solid, corner, pilaster, lintels, and jamb units.

5.02 MORTAR

A. Portland cement shall conform to ASTM C 150 Type II. Masonry cements used when specifically approved for colored mortar. Color mortar shall be factory premixed with color pigments and Portland cement requiring only sand and water for mixing. Color mortar for project shall be from the same lot and batch numbers. Color to be selected by the Engineer from manufacturer's standard colors.

B. Lime for masonry mortar shall be hydrated, conforming to ASTM C 207, Type S.

C. Sand shall be clean, hard, durable particles, free from injurious amounts of organic matter. The sand shall conform to the limits of ASTM C 144; Sand for grout shall conform to ASTM C 144 or C 33 as required.

D. Water shall be free from injurious amounts of oil, acids, alkalis or organic matter, and shall be clean and fresh.

E. Mortar proportions shall conform to ASTM C 476, Type PM, or as otherwise approved by the Engineer. Ingredients shall be accurately measured by volume in

boxes especially constructed for the purpose by the Contractor. Measurement by shovel will not be allowed.

F. Strength of mortars shall exceed 1,800 pounds per square inch, when tested with two inch (2") cubes at the end of a 28 day aging period.

G. Grout for setting bearing plates, machinery, or any other equipment shall be as specified in Section 03600.

5.03 ACCESSORIES (REINFORCING, TIES, ANCHORS AND MISCELLANEOUS)

A. Single Wythe reinforcement shall be truss type, fabricated with single pair of galvanized 9-gauge side rods and continuous 9-gauge cross-rods spaced not more than 16 inches (16") on center.

B. Galvanized dove-tailed anchor slots with anchors at 24 inches (24") on center shall be furnished for anchorage to concrete framework or walls.

C. Approved 16-gauge corrugated nonferrous metal ties manufactured for use with the anchor slots provided shall be spaced at a maximum of eight inches (8") o.c. vertically and 30 inches (30") o.c. horizontally.

D. The Contractor shall provide and install miscellaneous anchors and attachment members required both for the anchorage of his own work and that of other trades requiring attachment to masonry, which is not specifically provided under separate sections.

E. Control joints shall be factory extruded preformed rubber gaskets, unless otherwise shown on the Drawings, conforming to ASTM D 2000 2AA-205 and shall be as manufactured by Dur-O-Walt, Hohmann and Bernard, Inc., AA Wire Products or equal. Control joints shall be installed as shown on the Drawings.

F. Cleaning compound shall be mild, non-caustic detergent solution such as 801 Super Real Clean by Superior Manufacturing Co., or 600 Sureclean by Process Solvent Co., Inc. or equal.

G. Reinforcing steel shall be ASTM A 615, Grade 60 of the sizes shown.

5.04 INSULATION

A. Free-flowing vermiculite used to insulate masonry wall cores; light weight and inorganic. Loose weight density shall be four and one-half to seven (4.5-7.0) lbs/ft^3 and material shall be capable of supporting its own weight. Material shall conform to ASTM C 516-80, Type II Material.

B. Material shall have an insulated R-value of 5.9, a U-value of 0.17, and shall be fire resistant with zero flame spread, fuel contribution, and smoke development as per ASTM E-84 Tunnel test. Sound transmission shall be rated at STC of 51.

C. Manufacturer: Zonolite Masonry Insulation for eight inches (8") CMU, by Grace Construction Products, or equal.

PART 6 - EXECUTION

6.01 MORTAR

A. Mortar shall be machine mixed in an approved type of mixer in which the quantity of water can be accurately and uniformly controlled. The mixing time shall not be less than five (5) minutes, approximately two (2) minutes of which shall be for mixing the dry materials and not less than three (3) minutes for continuing the mixing after the water has been added. Where hydrated lime is used for mortar requiring a lime content, the Contractor will have the option of using the dry-mix method or first converting the hydrated lime into a putty.

B. Where the dry-mix method is employed, the materials for each batch shall be well turned over together until the even color of the mixed, dry materials indicates that the cementitious material has been distributed throughout the mass, after which the water shall be gradually added until a thoroughly mixed mortar of the required plasticity is obtained.

C. Mortar boxes shall be cleaned out at the end of each day's work, and all tools shall be kept clean. Mortar that has begun to set shall not be used.

6.02 MORTAR - INSTALLATION

A. Masonry shall not be laid at temperatures below 40 °F, without the approval of the Engineer, and all work shall be done in such a manner as to ensure the proper and normal hardening of all mortar. All masonry work shall be so protected and heated that the temperature at the surface will not fall below 50 °F for a period of 72 hours after placing. Any completed work found to be affected by freezing shall be taken down and rebuilt by the Contractor at his expense.

B. All CMU shall be laid in a full bed of mortar, applied to shells only. Butter the vertical joint of each unit already set in the wall and all contact faces of the unit to be set. Each unit shall be placed and shoved against the unit previously laid so as to produce a well compacted vertical mortar joint for the full shell thickness. Units shall set with all cells in a vertical position. The moisture content of the units when laid shall not exceed 35 percent (35%) of the total absorption as determined by laboratory test. CMU shall be laid with the horizontal stringline control to the inside face of block.

C. All concrete masonry units shall be laid in bond with vertical joints in each course centered on units in courses above and below, unless otherwise shown. Tool dense and neat.

D. Joints of all masonry shall be tooled in accordance with the following:

1. Wait until unit mortar is thumb-print hard before tooling joint. This may require as much as three hours in the shade and one hour in the sun in the summertime.

2. The required personnel of the Contractor shall be kept on the job after hours, if necessary, to properly tool joints.

3. Both vertical and horizontal joints shall be maintained uniform in spacing.

4. Joints for CMU shall be three-eighths inch (3/8").

5. Joints for standard CMU shall be rubbed with a sponge to provide a flush, neat, rubbed joint.

6. Joints for structural block shall be three inch (3").

E. Install all frames required to be set in masonry, set masonry tightly against frames, build in all frame anchors, and fill frames with mortar.

F. Control joints shall be installed at the intersection of masonry walls with structural concrete and elsewhere as detailed on the drawings. Joints shall be raked out to a depth of three-quarter inch (3/4") for the full height of the wall suitable for caulking. The maximum length, horizontally, between vertical control joints shall be 40 feet (40'), but joints shall be located only as directed or shown. Joints shall be equal in width to the standard mortar joint.

G. All masonry slots, chases, or openings required for the proper installation of the work of other sections shall be constructed as indicated on the Drawings or in accordance with information furnished before the work is started at the points affected. No chase shall cut into any wall constructed of hollow units after it is built, except as directed and approved by the Engineer.

H. Surfaces shall be brushed as work progresses and maintained as clean as it is practicable. Unfinished work shall be raked back where possible, and toothed only where absolutely necessary. Before leaving fresh or unfinished work, walls shall be fully covered and protected against rain and wind and before continuing work previously laid shall be swept clean. The tops of walls or other unfinished work shall be protected against all damage by frost or the elements by means of waterproof paper, tarpaulins, boards or other means approved by the Engineer.

I. The Contractor shall build in all miscellaneous items to be set in masonry for which placement is not specifically provided under separate Divisions, including reglets, lintels, ties, electrical panel boxes, sleeves, vents, grilles, anchors, grounds, and exterior electrical conduits and fixtures, and shall cooperate with other trades whose work is to be coordinated with the work under this Section.

J. All anchorage, attachment, and bonding devices shall be set so as to prevent slippage and shall be completely covered with mortar or grout.

K. All ties and reinforcing for masonry shall be furnished and installed by the Contractor.

L. Loose lintels shall be set in a full bed of mortar and supported by solid or mortar filled hollow concrete blocks as detailed on the Drawings.

M. Bed and grout all steel, for equipment and machinery, and items coming in contact with masonry where grouting is required, including door bucks and frames set in masonry. The Contractor shall install all anchor bolts, base plates and seats in masonry walls, and build in all items required for the completion of the building as they apply to masonry.

6.03 PLACING REINFORCEMENT

A. Reinforcement shall be cleaned of loose rust, mill scale, earth or other materials which will reduce bond to mortar or grout. Reinforcement bars with kinks or bends not shown on Drawings or final shop drawings, or bars with reduced cross-section due to excessive rusting or other cause shall not be used.

B. Reinforcement shall be accurately positioned at the spacing shown. Vertical bars shall be supported and secured against displacement. Horizontal reinforcement may be placed as the masonry work progresses. Where vertical bars are shown in close proximity, a clear distance between bars of not less than the nominal bar diameter of one inch (1"), whichever is greater, shall be provided.

C. For columns, piers and pilasters, provide a clear distance between vertical bars as shown, but not less than one and a half (1-1/2) times the nominal bar diameter on one and one-half inches (1-1/2"), whichever is greater. Provide lateral ties as shown.

D. Reinforcement bars shall be spliced as shown; do not splice at other points unless approved by the Engineer. Lapped slices shall be provided, unless otherwise shown. In splicing vertical bars or attaching to dowels, splices shall be tied with wire.

E. Not less than minimum lap shown shall be provided, of if not shown, as required by governing code.

F. Metal ties shall be embedded in mortar joints as work progresses, with a minimum mortar cover of five-eighths inch (5/8") on exterior face of walls and one-half inch (1/2") at other locations.

G. Reinforced masonry work shall be anchored to supporting structure as indicated.

6.04 INSTALLATION, GENERAL

A. General installation requirements of unit masonry shall be specified in Section 04050.

B. Formwork and shores as required for temporary support of reinforced masonry elements shall be provided. The Contractor shall be responsible for the design, erection, support, bracing and maintenance formwork.

C. Formwork shall be constructed to conform to shape, line and dimensions shown and shall be made sufficiently tight to prevent leakage of mortar grout, or concrete (if any).

D. Do not remove forms and shores until reinforced masonry member has hardened sufficiently to carry its own weight and all other reasonable temporary loads that may be placed on it during construction. Forms and shoring supporting the weight of concrete in beams, slabs and other members shall remain in place until concrete has attained its specified 28-day compressive strength.

6.05 INSTALLATION OF REINFORCED CONCRETE UNIT MASONRY

A. General:

1. Do not wet concrete masonry units (CMUs).

2. CMU shall be laid as specified in Section 04050.

B. Walls:

1. Pattern Bonds: Bonds for standard and split faced CMU shall be as specified in Section 04050. Each course shall be bonded and interlocked at corners and intersections. Special-shaped units shall be used where shown, and as required for corners, jambs, sash, control joints, lintels, bond beams and other special conditions.

2. Vertical continuity of core or cell cavities, which are to be reinforced and grouted, shall be maintained to provide minimum clear dimensions indicated and to provide minimum clearance and grout coverage for vertical reinforcement bars. Cavities shall be kept free of mortar. Webs shall be solidly bedded in mortar where adjacent to reinforced cores or cells.

3. Where horizontal reinforced beams (bond beams) are shown, use special units or modify regular units to allow for placement of continuous horizontal reinforcement bars. Small mesh expanded metal lath or wire screening shall be placed in mortar joints under bond beam courses over cores or cells of non-reinforced vertical cells, or provide units with solid bottoms.

4. Option: Where all vertical cores are not shown to be grouted, Contractor may elect to fill all vertical cores with grout. In which case, requirements for mortar bedding of cross-webs and closing of core spaces below bond beams do not apply.

C. Columns, Piers, and Pilasters:

1. CMU of the size, shape, and number of vertical core spaces shall be used. If not shown, units which provide minimum clearances and grout coverage for number and size of vertical reinforcement bars shown shall be provided.

2. Pattern bond shall be provided as shown, or if not shown, alternate head joints in vertical alignment.

3. Where bonded pilaster construction is shown, wall and pilaster units shall be laid together to maximum pour height specified.

D. Grouting:

1. Fine grout shall be used for filling spaces less than 4 inches in both horizontal directions.

2. Course Grout shall be used for filling four inch (4") spaces or larger in both horizontal directions.

3. Grouting Technique: At the Contractor's option, either low-lift or high-lift grouting techniques subject to the requirements which follow may be used.

E. Low-Lift Grouting:

1. A minimum clear dimension of two inches (2") and clear area of eight (8) square inches in vertical cores to be grouted shall be provided.

2. Vertical reinforcement shall be placed prior to laying of CMU. Vertical reinforcement shall be extended above elevation of maximum pour height as required to allow for splicing and supported in position at vertical intervals not exceeding 192 bar diameters nor 10 feet (10').

3. CMU shall be laid to maximum pour height. Pour height shall not exceed five feet (5'); if bond beam occurs below five feet (5') height pour shall be stopped at course below bond beam.

4. Grout shall be poured using contained with spout or by chute and shall be rodded or vibrated during placing. Grout shall be placed continuously; do not interrupt pouring of grout for more than one hour. Grout pours shall be terminated one and one-half inches (1-1/2") below top course of pour.

5. Bond Beams: Grout shall be stopped in vertical cells one and one-half inches (1-1/2") below bond beam course. Horizontal reinforcement shall be placed in bond beams with corners and intersections lapped as shown. Grout shall be placed in bond beam course before filling vertical cores above bond beam.

F. High-Lift Grouting:

1. High-lift grouting techniques for grouting of CMU shall not be used unless minimum cavity dimension and area is three inches (3") and 10 square inches, respectively.

2. Cleanout holes shall be provided in first course at all vertical cells which are to be filled with grout. Use units with one face shell removed and provide temporary supports for units above, or use header units with concrete brick supports, or cut openings in one face shell.

3. Masonry shall be constructed to full height of maximum grout pour specified, prior to placing grout.

4. Grout lifts shall be limited to a maximum height of five feet (5') and grout pour to a maximum height of 24 feet (24'), for single wythe hollow concrete masonry walls, unless otherwise indicated.

5. Vertical reinforcement shall be placed before grouting. Vertical reinforcement shall be tied to dowels at the base of masonry where shown and thread CMU over or around reinforcement. Vertical reinforcement shall be supported at intervals not exceeding 192 bar diameters nor 10 feet (10').

6. Where reinforcement is prefabricated into cage units before placing, units shall be fabricated with vertical reinforcement bars and lateral ties of the size and spacing shown.

7. Horizontal beam reinforcement shall be placed as the masonry units are laid.

8. Lateral tie reinforcement shall be embedded in mortar joints where shown as masonry units are laid.

9. Where lateral ties are shown in contact with vertical reinforcement bars, additional lateral tie reinforcement shall be embedded in mortar joints. Place as shown, or if not shown, provide as required to prevent grout blowout or rupture of CMU face shells, but provide not less than No. 2 bars or 8-gauge wire ties spaced 16 inches (16") o.c. for members with 20 inches (20") or less side dimensions, and eight inches (8") o.c. for members with side dimensions exceeding 20 inches (20").

10. Preparation of Grout Spaces: Prior to grouting, the grout spaces shall be inspected and cleaned out. Dust, grit, mortar droppings, loose pieces of masonry and other foreign materials shall be removed from grout spaces. Reinforcement shall be cleaned and adjusted to proper position. Top surface of structural members supporting masonry shall be cleaned to ensure bond. After final cleaning and inspection, cleanout holes shall be closed and closures shall be braced to resist grout pressures.

11. Do not place grout until entire height of masonry to be grouted has attained sufficient strength to resist displacement of masonry units and breaking of mortar bond. Shores and bracing, if required, shall be installed before starting grouting operations.

12. Grout shall be placed by pumping into grout spaces unless alternate methods are acceptable to the Engineer.

13. Grout pours shall be limited to sections which can be completed in one working day with not more than one hour interruption of pouring operation. Grout shall be placed in lifts which do not exceed five feet (5'). Not less than 30 minutes, nor more than one (1) hour shall be allowed between lifts of a given pour. Each grout lift shall be rodded or vibrated during pouring operation.

14. Grout shall be placed in lintels or beams over openings in one continuous pour.

15. Where bond beam occurs more than one course below top of pour, fill bond beam course to within one inch (1") of vertically reinforced cavities, during construction of masonry.

16. When more than one pour is required to complete a given section of masonry, reinforcement shall be extended beyond masonry as required for splicing. Grout shall be poured to within one and one-half inch (1-1/2") of top course of first pour. After grouted masonry is cured, masonry units shall be laid and reinforcement shall be placed for second pour section before grouting. Repeat sequence if more pours are required.

END OF SECTION

SECTION 04300

MASONRY BUILDING INSULATION

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The work included under this section consists of furnishing and installing insulation for the building CMU walls.

1.02 SUBMITTALS

A. Manufacturer's literature on proposed products showing required data and test performance.

1.03 DELIVERY, STORAGE AND HANDLING

A. Materials shall be delivered in manufacturer's original, unopened bags and bundles with labels intact and legible.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Insulation: Free-flowing vermiculite used to insulate masonry wall cores; light weight and inorganic. Loose weight density shall be four and a half to seven (4.5 - 7.0) lbs/ft^3 and material shall be capable of supporting its own weight. Material shall conform to ASTM C 516-80, Type II Material.

B. Material shall have an insulated R-value of 5.9, a U-value of 0.17, and shall be fire resistant with zero flame spread, fuel contribution, and smoke development as per ASTM E 84 Tunnel test. Sound transmission shall be rated at STC of 51.

C. Manufacturer: Zonolite Masonry Insulation for eight inches (8") CMU, by Grade Construction Products, or equal.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Preparation of Wall: Mortar all block joints and fill all holes to stop insulation leakage.

B. Method: Apply per manufacturer's recommendations.

C. Conditions: Install under dry conditions and cover after installation.

END OF SECTION

SECTION 04340

REINFORCED UNIT MASONRY

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Provide all materials, equipment and labor required to complete the reinforced unit masonry construction in accordance with the Drawings and Specifications. Coordinate all work with that of other trades.

1.02 RELATED WORK

A. Section 04000: Unit Masonry.

1.03 SUBMITTALS

A. Submit shop drawings, product data, mixes, etc., in accordance with Section 01340.

B. Submit complete shop drawings, including bar lists and placement drawings.

C. Submit mill test certificate for reinforcing steel.

PART 2 – PRODUCTS

2.01 MATERIALS

A. General: Refer to Section 04000 for masonry materials and accessories not included in this Section.

B. Reinforcing Steel: ASTM Designation A 615, Grade 60, unless otherwise specified.

C. Construct all exterior walls of reinforced concrete masonry as follows:

1. Concrete Masonry Units: ASTM C 90, Type II, normal weight units with minimum compressive strength of 3000 psi.

2. Premix Mortar: ASTM C 387, Type M.

3. Vertical Reinforcing: Provide as shown on the Drawings:

4. Concrete Grout for Filling Cells: three-eighth inch (3/8") pearock mix with minimum compressive strength of 3,000 psi.

5. Horizontal Reinforcing: 9-gauge ladder type at 16 inch (16") o.c.

PART 3 – EXECUTION

3.01 PLACING REINFORCEMENT

A. Clean reinforcement of loose rust, mill scale, earth or other materials which will reduce bond to mortar or grout. Do not use reinforcement bars with kinks or bends not shown on Drawings or final shop drawings, or bars with reduced cross section due to excessive rusting or other causes.

B. Place reinforcement accurately at the spacing shown. Support and secure vertical bars against displacement. Horizontal reinforcement may be placed as the masonry work progresses. Where vertical bars are shown in close proximity, provide a clear distance between bars of not less than the nominal bar diameter or one inch (1"), whichever is greater.

C. For columns, piers and pilasters provide a clear distance between vertical bars as shown, but not less than one and a half (1.5) times the nominal bar diameter or one and one-half inches (1-1/2"), whichever is greater. Provide lateral ties as shown.

D. Splice reinforcement bars only as shown. Do not splice at other points unless approved by the Engineer. Provide lapped splices, unless otherwise shown. In splicing vertical bars or attaching to dowels, tie splices with wire.

E. Provide not less than minimum lap shown, or if not shown, as required by governing code.

F. Embed metal ties in mortar joints as work progresses, with a minimum mortar cover of 5/8 inch (5/8") on exterior face of walls and one-half inch (1/2") at other locations.

G. Anchor reinforced masonry work to supporting structure as indicated.

3.02 INSTALLATION, GENERAL

A. Perform general installation of unit masonry in accordance with the requirements specified in Section 04000.

B. Provide formwork and shores as required for temporary support of reinforced masonry elements. Design, erection, support, bracing and maintenance of formwork are the Contractor's responsibility.

C. Construct formwork to conform to shape, line and dimensions shown and sufficiently tight to prevent leakage of mortar grout, or concrete (if any).

D. Do not remove forms and shores until reinforced masonry member has hardened sufficiently to carry its own weight and all other reasonable temporary loads that may be placed on it during construction. Do not remove forms and shoring supporting the weight of concrete in beams, slabs and other members until concrete has attained its specified 28-day compressive strength.

3.03 INSTALLATION OF REINFORCED CONCRETE UNIT MASONRY

A. General:

1. Do not wet concrete masonry units (CMU).

2. Place CMU with full face shell mortar beds. Fill vertical head joints (end joints between units) solidly with mortar from face of unit to a distance behind face equal to not less than the thickness of longitudinal face shells. Solidly bed cross-webs of starting courses in mortar. Maintain head and bed joints widths as shown, of if not shown, provide 3/8 inch (3/8") joints.

3. Where solid CMU units are shown, lay units with full mortar head and bed joints.

B. Walls:

1. Pattern Bond: Lay CMU wall units in running bond with vertical joints in each course centered on units in courses above and below, unless otherwise indicated. Bond and interlock each course at corners and intersections and use special-shaped units where shown, and as required for corners, jambs, sash, control joints, lintels, bond beams and other special conditions.

2. Maintain vertical continuity of core or cell cavities, which are to be reinforced and grouted, to provide minimum clear dimensions indicated and to provide minimum clearance and grout coverage for vertical reinforcement bars. Keep cavities free of mortar. Solidly bed webs in mortar where adjacent to reinforced cores or cells.

3. Where horizontal reinforced beams (bond beams) are shown, use special units or modify regular units to allow for placement of continuous horizontal reinforcement bars. Place small mesh expanded metal lath or wire screening in mortar joints under bond beam courses over cores or cells or non-reinforced vertical cells, or provide units with solid bottoms.

4. Option: Where all vertical cores are not shown to be grouted, Contractor may elect to fill all vertical cores with grout, in which case, requirements for

mortar bedding of cross-webs and closing of core spaces below bond beams will not apply.

C. Columns, Piers and Pilasters:

1. Use CMU of the size, shape and number of vertical core spaces shown. If not shown, provide units which provide minimum clearances and grout coverage for number and size of vertical reinforcement bars shown.

2. Provide pattern bond as shown, or if not shown, provide alternate head joints in vertical alignment.

3. Where bonded pilaster construction is shown, construct wall and pilaster units together to the maximum pour height specified.

D. Grouting:

1. Use fine grout for filling spaces less than four inches (4") in both horizontal directions.

2. Use course grout for filling four inch (4") spaces or larger in both horizontal directions.

3. Grouting Technique: At the Contractor's option, use either low lift or high lift grouting techniques subject to the requirements which follow.

E. Low-Lifting Grouting:

1. Provide a minimum clear dimension of two inches (2") and clear area of eight (8) square inches in vertical cores to be grouted.

2. Place vertical reinforcement prior to laying of CMU. Extend vertical reinforcement above elevation of maximum pour height as required to allow for splicing and support it in position at vertical intervals not exceeding 192 bar diameters nor 10 feet (10').

3. Lay CMU to maximum pour height. Limit pour height to five feet (5'). If bond beam occurs below the five feet (5') height stop pour at course below bond beam.

4. Pour grout using container with spout or by chute and rod or vibrate during placing. Place grout continuously. Do not interrupt pouring of grout for more than one hour. Terminate grout pours one and one-half inches (1-1/2") below top course of pour.

5. Bond Beams: Terminate grout in vertical cells one and one-half inches (1-1/2") below bond beam course. Place horizontal reinforcement in bond beams with corners and intersections lapped as shown. Place grout in bond beam course before filling vertical cores above bond beam.

F. High-Lift Grouting:

1. Do not use high-lift grouting technique for grouting of CMU unless minimum cavity dimension and area is three inches (3") and 10 square inches, respectively.

2. Provide cleanout holes in first course at all vertical cells which are to be filled with grout. Use units with one face shell removed and provide temporary supports for units above, or use header units with concrete brick supports, or cut openings in one face shell.

3. Construct masonry to full height of maximum grout pour specified, prior to placing grout.

4. Limit grout lifts to a maximum height of five feet (5') and grout pour to a maximum height of 24 feet (24'), for single wythe hollow concrete masonry walls, unless otherwise indicated.

5. Place vertical reinforcement before grouting. Tie vertical reinforcement to dowels at base of masonry where shown and thread CMU over or around reinforcement. Support vertical reinforcement at intervals not exceeding 192 bar diameters nor 10 feet (10').

6. Where reinforcement is prefabricated into cage units before placing, fabricate the units with vertical reinforcement bars and lateral ties of the size and spacing shown.

7. Place horizontal beam reinforcement as the masonry units are laid.

8. Embed lateral tie reinforcement as the masonry units are laid.

9. Where lateral ties are shown in contact with vertical reinforcement bars, embed additional lateral tie reinforcement in mortar joints. Place as shown, or if not shown, provide as required to prevent grout blowout or rupture of CMU face shells, but provide not less than NO. 2 bars or 8-guage wire ties spaced 16 inches (16") o.c. for members with 20 inches (20") or less side dimensions, and eight inches (8") o.c. for members with side dimensions exceeding 20 inches (20").

10. Preparation of Grout Spaces: Prior to grouting, inspect and clean out the grout spaces. Remove dust, dirt, mortar droppings, loose pieces of masonry

and other foreign materials from grout spaces. Clean reinforcement and adjust to proper position. Clean top surface of structural members supporting masonry to ensure bond. After final cleaning and inspection, close cleanout holes and brace closures to resist grout pressures.

11. Do not place grout until entire height of masonry to be grouted has attained sufficient strength to resist displacement of masonry units and breaking of mortar bond. Install shores and bracing, if required, before starting grouting operations.

12. Place grout by pumping into grout spaces unless alternate methods are acceptable to the Engineer.

13. Limit grout pours to sections which can be completed in one working day with not more than one hour interruption of pouring operation. Place grout in lifts which do not exceed five feet (5'). Allow not less than 30 minutes, or more than one (1) hour between lifts of a given pour. Rod or vibrate each grout lift during pouring operation.

14. Place grout in lintels or beams over openings in one continuous pour.

15. Where bond beam occurs more than one course below top of pour, fill bond beam course to within one inch (1") of vertically reinforced cavities, during construction of masonry.

16. When more than one pour is required to complete a given section of masonry, extended reinforcement beyond masonry as required for splicing. Pour grout to with 12 inches (12") of top course of first pour. After grouted masonry is cured, lay masonry units and place reinforcement for second pour section before grouting. Repeat sequence if more pours are required.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Furnish and Install rough carpentry work and related hardware for:

1. Wood grounds, nailers, plates and blocking.

2. Wood furring.

3. Plywood sheathing and backing panels.

1.02 RELATED WORK

A. Section 04340: Unit Masonry.

B. Section 06200: Finish Carpentry.

1.03 QUALITY ASSURANCE

A. Standards:

1. Provide lumber conforming to American Lumber Standards' Product Standard PS 20-70 and graded by rules of manufacturer's association (SPA, APA, etc.) under whose rules lumber is produced, with grade and mill marked on each piece.

2. National Forest Products Association (NFPA).

3. Southern Pine Association (SPA).

4. Western Wood Products Association (WWPA).

5. American Plywood Association (APA).

6. MIL-L-1914-C Lumber and Plywood, Fire Retardant Treated.

B. Moisture Content: Maintain within the requirements of the association under whose grading rules it is produces. Unless otherwise indicated, provide seasoned lumber with 19 percent (19%) maximum moisture content at time of dressing and shipment for sizes two inch (2") or less in nominal thickness.

1.04 DELIVERY, STORAGE AND HANDLING

A. Deliver, store and handle materials in a manner to prevent damage. Place lumber and plywood under cover and off ground in such manner as to insure proper drainage, ventilation and protection from the weather.

1.05 SUBMITTALS

A. Submit shop drawings, product data, certifications, etc. for review in accordance with Section 01340.

B. For pressure treated lumber, submit treatment plant data showing lumber type, certification by treatment plant stating chemicals and process used, net amount of chemical retained and conformance with applicable standards.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Lumber: For headers, rafters, wood grounds, nailers and blocking, use No. 2 or No. 3 common yellow pine or standard grade Douglas Fir.

B. Plywood: For exterior use, provide APA rated sheathing, exterior grade, conforming to U.S. Department of Commerce PS 1, with span rating to suit spacing and thickness as indicated on the Drawings. For backing panels for mounting electrical and telephone equipment, provide fire retardant treated plywood panels with grade designation APA C-D Plugged Interior Grade with exterior glue, not less than 15/32 inch (15/32") thick.

C. Pressure Treated Lumber:

1. Use lumber impregnated with Chromated Copper Arsenate (CCA) conforming to American Wood Preservers Association Standard P5 in a closed cylinder by vacuum process in accordance with AWPA Standard C2. Retention to CCA dry salts shall be 0.25 pound per cubic foot for above ground use and 0.40 pound per cubic foot for ground contact.

2. Mark each piece of pressure-treated lumber with an identification brand conforming to the standards of AWPA.

3. Lumber in contact with concrete, including roof nailers, shall be pressure preservative treated in accordance with AWPA Standard C9.

4. For all timber fenders, dock fascia, slats an approach ramp timbers, use timber pressure treated with chromated copper arsenate (CCA) with a minimum retention of two and a half (2.5) pounds per cubic foot in

accordance with AWPA Standard C18-73. Dock fascia shall be No. 1 Dense Southern Pine or No. 1 appearance Douglas fir. Rounding of the dock fascia timber shall be performed prior to preservative treatment.

5. On cut or sawed surfaces in preservative treated members apply two (2) coats of the same preservative used in the original treatment.

D. Greenheart Fender Bumpers: Demerara Greenheart Ocotea Rodiaei (MEZ) or Nectandra Rodiaei (SCHOMB) and cut to the dimensions shown on the Drawings. Preservative treatment is not required.

E. Rough Hardware: Use the most suitable for project requirements. Provide expansion shields or bolts and toggle bolts as required. All bolts, nails, screws, anchors, straps, clips, etc., shall be galvanized.

F. Connecting Marine Hardware:

1. Nails: Stainless steel common wire for exterior work.

2. Screws: Standard domestic manufacture, stainless steel for exterior use and brass, bronze, aluminum or stainless steel when used to attach items made of those materials.

3. Bolts: Machine bolts (or carriage bolts if called for on Drawings) of Series 300 stainless steel with hexagon nuts, of sizes noted on Drawings. For wood fascia fasteners, use galvanized steel conforming to the requirements of ASTM A 307.

4. Steel Plates and Angles: Carbon steel, ASTM A 36, galvanized after fabrication for temporary items and stainless steel for permanent items as shown on the Drawings.

5. Lag Screws, Shear Plate and Split Ring Connectors: Conform to the requirements of the National Design Specifications for Stress-Grade Lumber and its Fastenings of National Forest Products Association and shall be stainless steel.

6. Powder actuated fasteners shall conform to Federal Specification GGG-D-777a, and shall be installed as per manufacturer's printed directions. Powder charge shall be powerful enough to prevent spalling of concrete.

7. Neoprene Pads: One piece construction of the thickness shown on the Drawings with a 50 to 60 durometer hardness and equal to Service Code 3340 as manufactured by W.R. Grace, with edges sheared true and holes punched.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General Work: Erect all work level and/or plumb and meeting required heights, layout and details precisely. Install all work properly nailed or bolted and adequately braced, in accordance with the best practices of the trade, by men skilled in the craft. Perform nailing in accordance with the provisions of the South Florida Building Code (Standard Building Code).

B. Furring: Use one inch by two inch (1" x 2") strips, 12 inch (12") o.c., or one inch by three inch (1" x 3") strips, 16 inch (16") o.c., securely attached to masonry and concrete with casehardened nails.

C. Plywood Roof Sheathing: Nail plywood to supports with 6d common nails at six inches (6") on centers at panel edges and 12 inches (12") on centers at intermediate supports.

D. Marine Connections:

1. Subdrill timber for stainless steel nails where necessary to avoid splitting.

2. Drill bolt holes 1/32 inch (1/32") larger than bolt diameter. Use square plate or malleable iron washers under heads and nut where they bear against wood. Retighten exposed bolts immediately prior to final inspection.

3. Subdrill timber for lag screws and retighten screws. Place square plate or malleable iron washers under lag screw heads when they bear on wood.

3.02 PROTECTION

A. Protect wood surface to be finished from moisture and dirt until prime coat has been applied.

END OF SECTION

SECTION 06500

FABRICATED FIBERGLASS PRODUCTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: Furnish all labor, materials, equipment and incidentals to fabricate and install the items specified herein.

B. Related Work Described Elsewhere:

1. Miscellaneous Metals: Section 05500.

2. Painting: Section 09900.

1.02 QUALITY ASSURANCE

A. Products to comply with the current edition of the applicable National Bureau of Standards, Voluntary Product Standard PS 15.

PART 2 – PRODUCTS

2.01 GENERAL

A. Products shall be furnished by manufacturers having a minimum of five (5) years experienced in the manufacture of similar items with a record of successful installations. Support members shall be as shown on the Drawings and as required in Section 05500: Miscellaneous Metals, unless otherwise noted.

2.02 MATERIALS

A. Grating:

1. Reference is made here to Section 05500: Miscellaneous Metals, for requirements of stainless steel fastenings.

2. All grates shall be minimum one and one-half inch (1-1/2") in depth, and able to withstand 350 lb. concentrated load and a 100 psf uniformly distributed load on a four-foot (4') span with a deflection no greater than 0.15 inches (0.15") under the concentrated load. Depth of grating shall be determined by the manufacturer in accordance with the span and load requirements shown on the Drawings.

3. Grating shall be pultruded from standard fiberglass chemical resistant polyester resin which meets ASTM E 84, Class 1, Flame Rating, and self-extinguishing requirements of ASTM D 635.

4. Cut edges or cut openings shall be sealed.

5. Top side of grates shall be anti-skid treated. Color shall be grey.

6. Grating support members shall be of similar resin material as grating, fastened to concrete as per manufacturer's recommendations.

7. Grating shall be as manufactured by Saf-T Grate, Seasafe, Inc.; Imco Reinforced Plastics; Fibergrate Corporation; Fowler Fiberglass; Chemgrate Corp.; Aligned Fiber Composites; or equal.

8. Complete fabrication and erection drawings showing all components of the fiberglass grating system shall be submitted for review in conformance with Section 01340. Shop drawings shall include load and deflection tables.

B. Floor drains (as applicable):

1. Grating cover: one-inch (1") thick FRP.

2. Drain system: Manufactured by Fowler Manufacturing, Inc., or equal.

C. Fiberglass Structural Shapes (as applicable):

1. Structural FRP members supplied under the specification shall be manufactured using the "pultrusion" process. The composite shall consist of a glass fiber reinforced polyester resin matrix, approximately 50 percent (50%) resin to glass ratio.

2. Glass reinforcement shall be of three (3) varieties:

a. A surfacing mat shall be used on all exterior surfaces for maximum chemical resistance.

b. Continuous glass strand rovings shall be used internally for longitudinal strength.

c. Continuous strand mats shall be used internally for transverse strength.

3. Resin shall be a polyester material, possessing inherent U.V., fire, and chemical resistance. Material shall be fire rated for Class I flame spread and flammability ratings as per ASTM E 84 and D 635.

4. The following minimum mechanical properties shall apply:

a.	Ultimate tensile strength (longitudinal direction)	30,000 psi
	Ultimate tensile strength (transverse direction)	9,000 psi
	Ultimate tensile strength (full section in bending)	25,000 psi
b.	Ultimate compressive strength (longitudinal direction)	30,000 psi
	Ultimate compressive strength (transverse direction)	18,000 psi
	Ultimate compressive strength (full sec. in bending)	25,000 psi
c.	Ultimate shear strength (either direction)	4,500 psi
d.	Ultimate bearing strength (either direction)	30,000 psi
e.	Modulus of elasticity (full section in bending)	2.8×10^6
f.	Barcol hardness test	50

5. Structural shapes and supports shall be as manufactured by Aickinstrut, Inc.; or approved equal.

PART 3 – EXECUTION

3.01 INSTALLATION

A. All work shall be erected level, and/or plumb, and shall meet required heights, layout and details precisely. All work shall be adequately fastened, anchored or braced.

B. All work shall be executed in accordance with the best practices of the trade, by persons skilled in the craft.

C. Installation shall be in strict accordance with manufacturer's instructions and recommendations in the locations shown on the Drawings.

3.02 INSPECTION AND TESTING

A. Final acceptance test shall demonstrate that products have been properly installed and are in correct alignment.

END OF SECTION

SECTION 07190

VAPOR BARRIER

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Install vapor barrier under all floor slabs and other locations shown on the Drawings.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Vapor barrier shall be six (6) mil polyethylene film or equal as approved by the Engineer.

PART 3 – EXECUTION

3.01 JOB CONDITIONS

A. Proceed with vapor barrier work only after substrate construction and penetrating work have been completed.

3.02 PREPARATION OF SUBSTRATE

A. Examine the substrate and the conditions under which vapor barrier work is to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.03 APPLICATION

A. Vapor barrier shall be applied parallel with direction of concrete pour, lapping adjacent sides and ends six inches (6") minimum.

B. Seal all joints with continuous approved two-inch (2") wide plastic tape.

END OF SECTION

SECTION 07200

INSULATION

PART 1 – GENERAL

1.01 GENERAL:

A. Provide combination of thickness and k-valve required to yield the “R” value indicated.

1.02 GENERAL BUILDING INSULATION:

A. Glass Fiber Insulation: six inch (6"_ nominal glass fiber batts in all ceiling areas as indicated on the drawings. Four inches (4") nominal glass fiber batts in all interior stud walls unless otherwise indicated. Glass Fiber Insulation to have non-reflective vapor barrier (1.0 perm) on one face, with integral flanges.

1. Tape Joints: ruptures and terminal edges of vapor-barrier faces with adhesive vapor-barrier tape, to form a completely sealed vapor barrier.

2. Staple on tape flanges of faced blanket insulation securely to wood framing members.

3. Rigid Exterior Polystyrene Foam: interior masonry surfaces shall receive one layer of styrofoam insulation between furring strips. Provide a minimum of three-quarter inch (3/4") nominal thickness unless otherwise indicated.

1.03 INSTALLATION, GENERAL

A. Comply with insulation manufacturer’s printed instructions and recommendations for the installation for each type of insulation. Provide adequate anchorage or support for each unit.

END OF SECTION

SECTION 07210

BUILDING INSULATION

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes the following:

1. Concealed building insulation.

2. Exposed building insulation.

3. Loose-fill building insulation.

1.02 SUBMITTALS

A. Product Data: For each product indicated.

B. Product test reports.

C. Research/evaluation reports.

1.03 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

PART 2 – PRODUCTS

2.01 INSULTATING MATERIALS

A. General: Provide insulation materials that comply with requirements and with referenced standards and, for preformed units, in sizes to fit applications indicated, selected from manufacturer's standard thicknesses, widths, and lengths.

B. Mineral-fiber blanket insulation consisting of fibers manufactured from glass:

1. Unfaced Mineral-Fiber Blanket Insulation: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

2. Faced Mineral-Fiber Blanket Insulation: ASTM C 665, Type III, Class A; Category 1, faced with foil-scrim-kraft.

3. Perlite Loose-Fill Insulation: ASTM C 549, Type II or Type IV, with a thermal resistance for 4.1- to 7.4-lb/cu. ft. (65.6- to 118.5-kg/cu. m) insulation of 3.3 °F to 2.8 °F x h x sq. ft/Btu at 75 °F (0.58 to 0.49 K x sq. m/W at 24 °C) for one-inch (1") (25.4 mm) thickness.

4. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, Producer Member of Perlite Institute Inc.

5. Manufacturers: Subject to compliance with requirements, provide products by one of the Producer Member of Perlite institute Inc.

2.02 AUXILIARTY INSULATING MATERIALS

A. Adhesive for Bonding Insulation: Product with demonstrated capability to bond insulation securely to substances indicated without damaging insulation and substrates.

2.03 INSULATION FASTENERS

A. Anchor below is an example of a mechanical fastener. Prong anchors, welding pins, pointed rods, etc., are also available. Insert at required.

B. Fasteners as recommended by manufacturer of insulation.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General: install insulation to comply with insulation manufacturer’s written instructions applicable to products and application indicated. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

B. Pour granular insulation into cavities (not otherwise filled with concrete), taking care to fill voids completely. Maintain inspection ports to show presence of insulation at extremities of each pour area. Close ports after confirming complete coverage. Limit fall of insulation to one story in height, but not exceeding 12 feet (12').

C. Installation of General Building Insulation: Apply insulation units to substrates by method indicated, complying with manufacturer's written instructions. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

1. Seal joint between closed-cell (non-breathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic or sealant.

2. Install mineral-fiber blankets in cavities formed by framing members according to the following requirements:

    a. Use blanket widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
    b. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.

3. For metal-framed wall cavities where cavity heights exceed 96 inches (96") (2,438 mm) support unfaced blankets mechanically and support faced blankets by taping stapling flanges to flanges of metal studs.

4. For wood-framed construction, install mineral-fiber flankets according to ASTM C 1320 and as follows:

    a. With faced blankets having stapling flanges, secure insulation by inset, stapling flanges to sides of framing members.
    b. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to produce airtight installation after concealing finish material is in place.

5. Install board insulation on concrete substrates by adhesively attached, spindle-type insulation anchors as follows:

    a. Fasten insulation anchors to concrete substrates with insulation anchor adhesive according to anchor manufacturer's written instructions.
    b. After adhesive has dried, install board insulation by pressing insulation into position over spindles and securing it tightly in place with insulation-retaining washers, taking care not to compress insulation below indicated thickness.
    c. Where insulation will not be covered by other building materials, apply capped washers to tips of spindles.

6. Install board insulation in curtain-wall construction where indicated on Drawings according to curtain-wall manufacturer's written instructions.

7. Retain insulation in place by metal clips and straps or integral pockets within window frames, spaced at intervals recommended in writing by insulation manufacturer to hold insulation securely in place without touching spandrel glass. Maintain cavity width of dimension indicated between insulation and glass.

8. Install insulation where it contacts perimeter fire-containment system to prevent insulation from bowing under pressure from perimeter fire-containment system.

9. Place loose-fill insulation into spaces and onto surfaces as shown, either by pouring or by machine blowing to comply with ASTM C 1015. Level horizontal applications to uniform thickness as indicated, lightly settle to uniform density, but do not compact excessively.

10. For cellulosic loose-fill insulation, comply with the Cellulose insulation Manufacturers Association's "Special Report #3, Standard Practice for Installing Cellulose Insulation".

11. Apply self-supported, spray-applied, cellulosic insulation according to manufacturer's written instructions. Do not apply insulation until installation of pipes, ducts, conduits, wiring, and electrical outlets in walls is completed and window, electrical boxes, and other items not indicated to receive insulation are masked. After insulation is applied, make it even with studs by using method recommended by insulation manufacturer.

12. Stuff glass-fiber, loose-fill insulation into miscellaneous voids and cavity spaces where shown. Compact to approximately 40 percent (40%) of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).

END OF SECTION

SECTION 07500

MEMBRANE ROOFING SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Provide complete membrane roofing system as shown on the Drawings and herein specified.

1.02 RELATED WORK

A. Section 03520: Lightweight Concrete Topping.

1.03 QUALITY ASSURANCE

A. Manufacturer:

1. Obtain all primary roofing material from a single manufacturer. Provide secondary materials as recommended by manufacturer for primary materials.

2. Provide the services of a manufacturer's qualified technical representative at the project site for purpose of advising installer of procedures and precautions for use of roofing materials.

B. Installer: Use only a roofing contractor currently approved by the Roofing Membrane manufacturer with a minimum of two (2) years experienced with like product.

C. Insurance Certification: Assist owner in preparation and submittal of roof installation acceptance certification necessary in connection with fire and extended coverage insurance on roofing and associated work.

D. UL Listing: Provide labeled materials which have been tested and listed by UL for application indicated, with Class A rating for roof slopes shown.

E. FM Listing: Install roofing system to achieve Factory Mutual I-90 Wind Uplift rating.

1.04 SUBMITTALS

A. Submit shop drawings, product data and samples in accordance with Section 01340.

B. Product Data: Submit specifications, installation instructions and general recommendations from manufacturers of roofing system materials, for types of roofing required, including data substantiating that materials comply with requirements.

C. Samples: Submit 12 inch (12") square samples of finished roofing sheets, including T joints, typical lap seal, and base flashing details.

D. Shop Drawings: Submit shop drawings show roof configuration and sheet layout, flashing details, perimeter details and special conditions.

1.05 JOB CONDITIONS

A. Weather: Proceed with roofing work only when existing and forecasted weather conditions permit work to be performed in accordance with manufacturer's recommendations and guarantee requirements.

1.06 WARRANTY

A. Provide warranty in accordance with Section 01740.

B. Roofing System Manufacturer: Upon job completion and approved manufacturer's acceptance, furnish a manufacturer's fifteen-year material and labor warranty.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Roof Membrane: "Hi-Tuff" mechanically fastened roofing system, as manufactured by J.P. Stevens, & Co., Inc., Bond Conte Systems, Bond Grey 35, West Point, GA., Fibertite, or equal as approved by the Engineer, having a minimum of 45 mil CSPE (Chlorosulphonated Polyethylene) Hypalon sheet membrane reinforced with polyester.

B. Accessories:

1. Hi-Tuff Flashing.

2. Hi-Tuff Bonding Adhesive.

3. Hi-Tuff Perimeter Half Sheets.

4. Hi-Tuff All Purpose Sealant.

5. Hi-Tuff Primer.

6. Hi-Tuff Seam Caulk.

7. Hi-Tuff Mechanical Concrete Spike Fasteners.

PART 3 – EXECUTION

3.01 PREPARATION OF SUBSTRATE

A. Comply fully and strictly with manufacturer's requirements and specific instruction for preparation of substrates to properly receive roofing system in accordance with warranty requirements.

3.02 INSTALLATION

A. Membrane:

1. Hi-Tuff Perimeter Half-Sheets: Install two half sheets at exposed perimeter areas with fastenings at the seams 12 inches (12") o.c. Install Hi-Tuff plates and anchors along the edge of the membrane and into the roof deck, one fastener per four square feet.

2. Hi-Tuff Field Sheets: Unroll Hi-Tuff membrane on the area to be covered, with the edge of the roll aligned on the seaming line provided. Install Hi-Tuff plates and anchors along the leading edge of the membrane and into the roof deck in a fastening pattern of 18 inches (18") o.c. Overlap adjoining rolls of Hi-Tuff membrane four and one-half inches (4-1/2") over the fastened edge of the installed membrane.

3. Lap Splice:

a. Overlap membrane and hot-air weld.
b. Probe the entire lap each day after it has cooled to verify that the welder set-up is effective. In addition, perform periodic checks (including at the start of each day) to verify good peel strength. Caulk cut edges by applying Hi-Tuff Seam Caulk from a squeeze bottle.

4. Exposed and Cured Membrane: After prolonged exposure of the membrane to weathering, use a two-coat primer application procedure to ensure that the chemical bonding process between old and new membrane is effective. Allow liberal first coat to thoroughly dry (30 minutes or more). Apply second coat to both surfaces and hot-air weld after five minutes.

5. Perimeter or Curb Flashing: Mechanically fasten membrane 12 inches (12") o.c. through Hi-Tuff plate, membrane, and into deck, at expansion joints, and any other roof penetrations that exceed 24 inches (24") in any dimension.

6. Flashing: Apply Hi-Tuff bonding adhesive to both underside of flashing and surface to which it is to be bonded, at a rate of approximately one gallon per 60 square feet of surface coverage.

3.03 WORKMANSHIP

A. Provide the completed installation of the roofing system, as called for and detailed on Drawings, in strict accordance with the Drawings, these Specification, and the manufacturer's standard printed specifications, standard details, instructions, and recommendations.

END OF SECTION

SECTION 07600

FLASHING AND SHEET METAL

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Provide flashing and sheet metal work as shown on the Drawings and as required to provide a watertight building envelope.

1.02 QUALITY ASSURANCE

A. Reference Standards:

1. Comply with the Architectural Sheet Metal Manual of the Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA).

2. South Florida Building Code (Standard Building Code).

3. Install and fasten sheet metal work in compliance with Factory (FM) I-90 wind uplift requirements.

B. Coordination: Coordinate application of flashings with applications of roofing, protruding materials and roof accessories, including piping, conduits, lightning protection system, blocking, nailers, parapets, scuppers, etc. in such a manner that complete installation is weather tight and in accordance with the specified warranty requirements.

1.03 SUBMITTALS

A. Submit product data, shop drawings, certifications, etc., in accordance with Section 01340.

B. Product Data: Submit manufacturer's product data for all materials including all non-metallic or composite flashings.

C. Samples: Submit 12 inch (12") long samples of each material to be exposed to flashing or trim.

D. Shop Drawings: Indicate sizes, shapes, thicknesses and type of materials, finishes, fabrication details, anchors, connections, expansion joints and relation to adjacent work.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Protect materials from damage during transit, storage or installation.

B. Store products in dry secure area.

1.05 WARRANTY

A. Furnish a three (3) year warranty covering material and workmanship for all flashings in conjunction with warranty of roofing systems. Warranty shall cover watertight integrity of flashings for a period of three (3) years, including repair and replacement of components or system which become faulty or in disrepair during warranty period, at no cost to the Owner.

B. Fault components and disrepair includes defects in manufacturer and installations, defects in materials and leaks of any kind.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Galvanized Sheet Steel: ASTM A 525 with G90 zinc coating, 24-gauge minimum unless otherwise noted.

B. Stainless Steel Sheet: ASTM A 167, Type 302 or 304, 2D finish, minimum 26-gauge unless otherwise noted fully annealed or dead soft tempre. Use flashing as manufactured by Keystone Flashing Co., or equal.

C. Aluminum Sheet: ASTM B 209, 0.040 inch (0.040") minimum thickness.

D. Lead Flashing: ASTM B 29, four (4) pound sheet lead.

E. Solder: ASTM B 32, Sn50.

F. Fasteners:

1. Nails: Flat head, annular ring, 22-gauge minimum, of sufficient length to penetrate backing at least three-quarter inch (3/4") and of stainless steel or the same material as flashing metal to prevent dielectric action.

2. Bolts, Screws and Rivets: Stainless steel or the same material as flashing metal to prevent dielectric action and of sufficient size and strength to accomplish the task.

G. Roofing Cement: Plastic roofing cement conforming to Fed-Spec. SS-C-153, Type 1, asphalt base or as otherwise recommended by the roofing manufacturer.

H. Splash Blocks: 24 inches by 18 inches by one and one-half inch (24" x 18" x 1-1/2") thick precast concrete slabs with recess formed in top to deflect water away.

2.02 FABRICATIONS

A. General

1. Fabricate of materials scheduled in accordance with the approved shop drawings.

2. If no specific details are required, comply with the recommendations of the Architectural Sheet Metal Manual of SMACNA.

3. Separate dissimilar metals from each other by painting each metal surface in the area of contact with a bituminous coating or by other permanent separation as recommended by the manufacturers of the dissimilar metals.

4. Provide for thermal expansion on running rim in items exposed for more than 15 feet (15') continuous length at a minimum of one joint every 10 feet (10').

5. Locate expansion joints within two feet (2') of each corner or intersection of sheet metal flashing and trim.

6. Fabricate and install work with lines and corners of exposed units true and accurate.

7. Form exposed faces flat and free of buckles, excessive waves and avoidable tool marks, considering the temper and reflectivity of the metal.

8. Provide uniform, neat seams with a minimum of solder, welds, and sealants.

9. Except as otherwise shown, fold back the sheet metal to form a hem on the concealed side of exposed edges.

B. Seams:

1. Finish flat lock seams not less than one inch (1") wide.

2. Finish solder-lap seams not less than one inch (1") wide.

3. Lap unsoldered Plain-Lap Seams not less than three inches (3") unless otherwise specified.

C. Cap and Counter Flashing:

1. Overlap base flashings not less than three inches (3") unless concealed or otherwise indicated.

2. Lap end joints three inches (3").

3. Where bituminous base flashings are provided extend counter flashing down as close as practicable to the top of the cant strip.

4. Form to provide spring action against base flashing.

5. Fold under not less than one-half inch (1/2") lower edge or provide longitudinal V-type crimp at lower edge.

6. Do not solder or weld joints.

D. Bitumen Dams:

1. Fabricate tabular sleeve bitumen dams using 26-gage galvanized sheet steel of proper diameter for close fit over sanitary vents and with dam height of not less than one and one-half inches (1-1/2").

2. Provide four-inch (4") roof flanges on dams soldered bitumen tight to dam sleeve.

E. Surface Applied Reglets:

1. Fabricate using sheet stainless steel to detail indicated, in not over 10 foot (10') sections.

2. Form two inch (2") top portion as indicated to receive sealant.

3. Form bottom edge outward at an angle and hood under to retain counterflashing

4. Shop punch top edge for fastenings at not over 12 inches (12") o.c.

F. Fabrication of Flashing for Pipes. Conduits and Round Equipment Supports Penetrate Roofing or Resting on Roofing:

1. Form tubular base flashing sleeves not less than eight inches (8") high to fit pipes, conduit and round equipment support and with four inch (4") wide roof flanges soldered watertight.

2. Form split tubular counterflashing to provide slip fit over base flashing, with two inch (2") minimum loose edge lap, of five and one-half inch (5-1/2") minimum height and with four inch (4") lap over base flashings.

G. Fabrication of Scuppers:

1. Fabricate to required profiles and details.

2. Lock seam corners, solder watertight and hem outer exposed edges.

3. Provide four-inch (4") wide minimum flanges formed to fit cants, decks and vertical wall surface.

4. Shop punch flanges for fastenings at six inches (6") o.c.

H. Fabrication of Stucco Shoulder Counterflashings:

1. Fabricate in approximately 10 foot (10') sections to detail indicated.

2. Provide one and three-quarter inch (1-3/4") top wall flange, with one-half inch (1/2") stucco shoulder, and with four-inch (4") bottom flange to cover top of bituminous base flashings.

3. Shop punch wall flanges for fastenings at 12 inches (12") o.c. for fastenings.

4. Provide shop fabricated corner splices extending four inches (4") each way.

5. Bend three inches (3") of top flange one-eighth inch (1/8") towards wall.

6. Bend bottom three-eighths inch (3/8") of bottom flange one-third inch (1/3") away from wall and hem.

I. Fabrication of Curb to Duct Flashing and Counterflashing:

1. Fabricate to fit duct curbs and ducts projecting from curbs.

2. Provide four-inch (4") vertical flange to cover top edge of bituminous base flashings. Form flange bottom towards curb; with one-quarter inch (1/4") bottom edge bent one-third inch (1/3") out and hemmed.

3. At top of curbs bend metal 90 degrees and extend horizontally over to duct, then bend upward and extend vertically not less than three inches (3"). Form top edge of flashing out three-eighths inch (3/8") to receive sealant.

4. Provide for field solder lap joints at corners and one inch lap joint at horizontal miter splices.

J. Formed Sheet Metal Copings:

1. Fabricate to profile and detail indicated, in not over 10 foot (10') sections with minimum six-inch (6") lap joints, with exterior bottom edges extended down two inches (2") as indicated, bottom drip formed and hooked over continuous sheet metal cleats to retain bottom edge. Extend interior vertical flange two and one-half inches (2-1/2") minimum down on inside of curb and hem.

2. Provide prefabricated prefinished corner units with water tight joints, extending six inches (6") each way.

3. Factory prefinished copings including corner units shall match other white prefinished metal.

PART 3 – EXECUTION

3.01 INSPECTION

A. Examine area to receive flashing for suitability of installation.

B. Do not proceed with the work until unsatisfactory conditions are corrected.

3.02 INSTALLATION

A. General: Install the work in accordance with the approved shop drawings.

1. Weatherproofing: Finish watertight and weather tight where so required. Make all lock seams work flat and true to line, sweating full of solder.

2. Joints: Join parts with rivets or sheet metal screws where necessary for strength or stiffness. Provide for thermal expansion.

3. Cleats: Whenever possible, secure metal by means of clips or cleats evenly spaced not over 12 inches (12") on center, without nailing through the metal.

a. Size: two inches (2") wide x three inches (3") long.

b. Secure with two nails folding cleat over nail heads.

c. Lock cleat into seam of sheet metal work.

4. Nailing:

   a. Space all nails, rivets and screws not more than eight inches (8") apart and where exposed to the weather, use lead washers.

   b. For nailing into concrete, use drilled plugholes and plugs

   c. Exposed face nailing will not be permitted.

5. Embedment: Embed all metal in connection with roofs in a solid bed of sealant. Embed metal flashing flanges in roofing a minimum of four inches.

6. Soldering:

   a. Thoroughly clean and tin all joint materials prior to soldering.

   b. Perform all soldering slowly with a well heated iron in order to heat the seams thoroughly and to completely fill them with solder.

   c. Make all exposed soldering on finished surfaces neat, full flowing, and smooth.

   d. After soldering, thoroughly wash acid flux with a soda solution.

7. Isolate dissimilar materials to prevent electrolysis.

B. Bitumen Dams:

1. Install before installation of roofing.

2. Place bitumen dams over roof penetrations.

3. Set dam roof flanges on roof deck with asphalt base roofing cement and fasten in place with appropriate fasteners.

C. Surface Applied Reglets:

1. Set on masonry and concrete walls over base flashing where indicated.

2. Secure to wall with No. 10 x 1 inch minimum Tap-Con screws at 12 inches (12") o.c. maximum. Provide sealant washers and stainless steel washers under screw heads.

3. Seal top edge of reglet to wall with sealant as specified in Section 07920. Slope top of sealant to drain.

D. Counterflashings:

1. At surface applied reglet locations, snap counterflashings in surface type reglets over base flashings.

2. Lap splices four inches (4") minimum and seal with sealant.

E. Provide sheet metal base and counterflashing at pipes, conduits and round equipment supports.

1. Set flashing roof flanges in full bed of roofing cement.

2. Cover flashing flanges with two (2) layers of roofing felt stripping set in solid coats of hot pitch or roofing cement.

3. Wrap pipe, conduit and round equipment support with one or more layers of three-eighths inch by one inch (3/8" x 1") wide neoprene foam type, with tight fitting but joints.

4. Install counterflashing over base flashing and seal weather tight at top edge with elastomeric sealant.

5. Seal counterflashing lap with elastomeric sealant.

6. Secure counterflashing with stainless steel hose clamps.

F. Installation of Curb to Duct Flashing and Counterflashing:

1. Install flashings after ducts through curbs are in place and after base flashings are completed.

2. Place flashings in place on curbs and solder corners and corner miter laps watertight.

3. Secure counterflashing to vertical edge of curb nailers with #10 stainless steel sheet metal screws through sealants washers at not over 12 inches (12") o.c.

4. Secure vertical upturned duct flashing to duct with #10 stainless steel sheet metal screws through sealants washers at not over six inches (6") o.c.

5. Seal joint between flashings and ducts with sealant as specified in Section 07920.

G. Installation of Stucco Shoulder Counterflashings:

1. Set top flange in full bed of roofing cement over base flashings.

2. Lap splices four inches (4"), including corners, and seal inside laps with roofing cement.

3. Secure top flange to wall with masonry nails at 12 inches (12") o.c.

4. Seal nail heads and top edge of flashing with roofing cement.

H. Installation of Scuppers:

1. Set scuppers in full bed of roofing cement over completed base flashing and roof membrane.

2. Secure to masonry walls and concrete decks with stainless steel sheet metal screws in lead shields at six inches (6") o.c.

3. Secure to wood nailers with stainless steel sheet metal screws at six inches (6") o.c.

I. Installation of Splash Blocks: Where scuppers empty on to lower roofs or on to surfaces other than concrete, provide precast concrete splash blocks.

3.03 TESTS

A. Upon request of the Engineer, demonstrate by hose or standing water that all flashing and sheet metal is watertight.

END OF SECTION

SECTION 07920

CAULKING AND SEALANTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The work under this Section is to provide sealants and caulking for buildings in the locations as indicated on the Drawings and specified herein.

2. Definitions:

a. Sealant: A weatherproof elastomer used in filling and sealing joints, having properties of adhesion, cohesion, extensibility under tension, compressibility and recovery; shall be designed to make joints air and watertight. Material is designed generally for application to joints as exterior of structures and to other joints subject to movement.

b. Caulking Compound: A material used in filling joints and seams, having properties of adhesion and cohesion, shall not be required to have extensibility and recovery properties; usually applied at joints at interior of structures. Material shall be applied in joints not subject to movement or weathering.

c. Caulking: The term is used here to denote the process of filling the joints, without regard to type of material.

B. Related Work Described Elsewhere:

1. Cast-In-Place Concrete: Section 03300.

2. Masonry: Section 04000.

3. Glass and Glazing: Section 08800.

1.02 SUBMITTALS

A. The Contractor shall procure and forward to the Owner/Engineer, a two (2) year guarantee for sealant type caulking work against joint failure. Joint failure is defined as: leaks of air or water; evidence of loss of adhesion between sealant and joint edge; evidence of loss of cohesion, fading of sealant material; mitigation of sealant.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Materials shall be stored and handled so as to prevent the inclusion of foreign matter or the damage of materials by water or breaking and shall be stored in original containers until ready for use. Material showing evidence of damage shall be rejected.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Primer: Where primer is required by sealant manufacturer, it shall be a compound designed to insure the adhesion of sealant. Material shall be provided by the sealant manufacturer and shall be selected for compatibility with the sealant and with substrate.

B. Sealant:

1. Sealant for vertical joints shall be a single component acrylic sealant meeting Federal Specifications TT-S-230. Material shall attain Shore A hardness of 40-45. Colors shall be as indicated on the Drawings or selected by the Engineer. Approved: Tremco Mono: Pecora Unicrylic, DAP Acrylic.

2. Sealant for horizontal joints (non-contaminated) shall be a single component, pour grade, polyurethane sealant meeting Federal Specification TT-S-230, Type 1. Material shall attain Shore A hardness of 40-45.

C. Caulking Compound: Caulking compound for setting thresholds and for other interior caulking shall be an oleo-resinous, gun grade, non-staining plastic compound meeting Federal Specification TT-T-598. Material shall have shrinkage factor not exceeding 15 percent (15%).

D. Joint Packing: Packing shall be closed cell foam, or tubing as indicated on the Drawings. Material shall be non-reactive with caulking materials and non-oily. Minimum density 3.25 lbs/cu.ft. No asphalt or bitumen-impregnated fiber shall be used with sealants.

PART 3 – EXECUTION

3.01 PREPARATION

A. Joints:

1. All joints shall be thoroughly cleaned; loose particles shall be blown out or vacuumed from joints. Material to be contacted by sealant shall be dry, fully

free of laitance, loose aggregate, form release agents, curing compounds, water repellents and other surface treatments.

2. Joint packing shall be installed in all joints to receive sealant where required. Packing shall be sized to require 20 to 50 percent (20-50%) compression upon insertion, and shall be placed so that sealant depth is approximately half the joint width. In joints not of sufficient depth to allow packing, polyethylene bond-breaking tape shall be installed at back of joint. Lengthwise stretching of packing materials shall be avoided.

3. Masking tape shall be applied where required to protect adjacent surfaces. Tape shall be adhered in continuous strips of alignment with joint edge and removed immediately after joints have been sealed and tooled.

4. Joints shall be primed where required by sealant manufacturer, to receive sealant in accordance with manufacturer's instruction. Primer shall be brushed uniformly upon all surfaces of joints. Sufficient drying time shall be allowed before caulking.

3.02 APPLICATION

A. Sealant:

1. Mixing and application of sealant shall be as recommended by sealant manufacturer.

2. Material which has exceeded the manufacturer's recommended potential open time (POT Life) shall not be used.

3. Sealant and caulking material shall be applied under pressure to fill joints completely with prevention of air pockets or voids. Tooling shall be performed with solvent recommended by manufacturer. Joints shall be tooled concave.

B. Locations:

1. Sealant shall be applied around penetrations of floor slabs and exterior walls for piping, conduits, duct work and similar items, at top of slabs and exterior face of walls, around exterior perimeter of door frames and windows, louvers and vents, and at other exterior locations shown on the Drawings.

2. Caulking compound shall be applied at interior locations shown on the Drawings.

C. Thresholds: Thresholds shall be set in full bed of caulking sealant with excess material removed.

D. Cleaning: Adjacent surfaces shall be cleaned free of sealant and soiling resulting from this work and as work progresses, using solvent or cleaning agent as recommended by the manufacturer. All finished work shall be left in a neat, clean condition. Where any sealant or caulking material will permanently stain surfaces, these surfaces shall be masked out to prevent such staining.

END OF SECTION

SECTION 08120

ALUMINUM DOORS AND FRAMES

PART 1 – GENERAL

1.01 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1.02 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A. 209 1989 ALUMINUM AND ALUMINUM-ALLOY SHEET AND PLATE.

B. 221 1988 ALUMINUM AND ALUMINUM-ALLOY EXTRUDED BAR, ROD, WIRE, SHAPE AND TUBE.

1.03 SHOP DRAWINGS SHALL INCLUDE THE FOLLOWING:

A. Shop Drawings Shall Include:

1. Elevations of each door type.

2. Size of doors and frames.

3. Metal thickness.

4. Details of door and frame construction.

5. Methods of anchorage.

6. Glazing details.

7. Provisions for and location of hardware.

8. Schedule showing each door, frame, and swing of door.

B. Samples:

1. Corner section of door and frame members showing method of joining, not less than seven inch by seven inch (7" x 7") in overall size.

2. Color sample showing range and finish specified for aluminum doors and frames.

C. Manufacturer's descriptive literature.

1. Detail specifications and instructions for installation, adjustments, cleaning, and maintenance.

D. Certificates of compliance.

1. Manufacturer's certificates attesting that doors, frames, and accessories meet the specified requirements.

1.04 DELIVERY, STORAGE, AND PROTECTION

A. Inspect materials delivered to the site for damage. Unload and store with minimum handling. Provide storage space in dry location with adequate ventilation, free from dust or water, and easily accessible for inspection and handling. Store materials neatly on the floor, properly stacked. Do not cover doors and frames with tarp, polyethylene film, or similar coverings. Protect finish surfaces during shipping and handling using manufacturer's standard method, except that no coatings or lacquers shall be applied to surfaces of doors and frames which caulking and glazing compounds must adhere.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Door and Frames

1. Swing type aluminum doors and frames of size, design, and location indicated. Provide doors complete with frames, framing members, transoms and accessories.

2. All screws and miscellaneous fasteners shall be stainless steel, or other corrosion resistant material.

3. Extrusions shall comply with ASTM B 221, alloy 6063-t5. Aluminum sheet shall comply with ASTM B 209 alloy and temper best suited finish required.

B. Materials:

1. Aluminum doors shall be nominal one and three-quarter inch (1-3/4") thick flush design, Series 240I as manufactured by ALUTECH CORPORATION., Miami, Florida.

a. Door stiles and rails shall have a strong, rigid aluminum sub-frame

with integral edge caps. The sub-frame shall be connected by a three-eighths inch (3/8") steel tie rod top and bottom. No snap-on or applied door edge will be accepted at hinge or lock stiles.

2. Face Sheet: Face sheet shall be one piece of 0.040 inch (0.040") smooth aluminum of anodizing quality, with a minimum tensile strength of 22,000 psi. Face sheets shall be concealed under a half inch (1/2") edge cap full perimeter.

3. Insulated Core: All voids between sub-frames shall be filled with an isocyanurate rigid foam board that is fire retardant with an r-value of 9. Core shall be laminated between two sheets of one-eighth inch (1/8") tempered hardboard for impact reinforcing. Tempered hardboard shall be the same size as face sheets.

4. Lamination: Sub-frame, face sheets and insulated core shall be bonded together with a thermosetting adhesive under 110 psi pressure to form a water, heat, and chemical resistant bond.

5. Aluminum Sub-Frame: One and three-eighths inch by four and one-half inch (1-3/8" x 4-1/2") 6063T5 tubular aluminum sub-frame with a one and three-quarter inch (1-3/4") integral edge cap at hinge and lock side and an applied edge cap top and bottom to insured proper protection from the weather. Sub-frame shall be connected by a three-eighths inch (3/8") plated steel tie rod top and bottom. Overall door tolerance shall be plus or minus one-sixteenth inch (±1/16"). Extrusion tolerances shall be as set by the American Aluminum Manufacture's Association.

C. Aluminum Frames

1. Aluminum door frames shall be series fr575. Use countersunk stainless steel Phillips screws for exposed fastenings. Mill joints in frame members to a hairline fit, reinforce, and secure mechanically. Minimum wall thickness for frames: 0.125 inch (0.125"). Minimum wall thickness for glazing beads, moldings and trim: 0.050 inch (0.050"). Shapes shown are representations of design, function, and required profile. Dimensions shown are the minimum. Shapes of equivalent design, dimensions, profile, and function may be used subject to engineer’s approval.

D. Weather-stripping:

1. Continuous wool pile, silicone treated vinyl bulb or type recommended by door manufacture.

E. Welding and Fastening:

1. Where possible, locate welds on unexposed surfaces only. Exposed screws or bolts will be permitted only at inconspicuous locations and shall have countersunk heads.

F. Anchors:

1. Provide anchors of stainless steel, or other corrosion resistant material to secure frames to adjacent construction. Place anchors near top and bottom of each jamb and at intermediate points not more than 25 inches (25") apart.

G. Hardware:

1. Hardware is specified in Section 08710: Finish Hardware. Hardware templates and hardware shall be delivered to the door manufacturer for use in fabrication of aluminum doors and frames. Cut, reinforce, drill, and tap doors and frames in accordance with hardware manufactures recommendations. Surface-applied hardware, push plates, kick plates, and mop plate shall be drilled and tapped in the field. Provide hinge reinforcements of 7-gauge stainless steel, steel with hot-dipped galvanized finish, or one-quarter inch (1/4") aluminum flat bar and secure to door edge or frames with stainless steel machine screws. Provide reinforcements in core of flush doors as required to receive locks, door closer, and other hardware. No wood blocking permitted.

H. Glazing:

1. Provide extruded aluminum snap-in glazing beads on interior sides of door, provide extruded aluminum, theft-proof, snap-in glazing beads or fixed glazing beads on exterior or security side of door. Glazing beads shall have vinyl insert glazing gaskets. Design glazing beads to receive glass of thickness indicated or specified. Glazing is specified in Section 08800: Glazing.

I. Finishes:

1. Finish shall be clear (natural), designation aa-m10-c22-a31, and architectural class ii (0.4 mil to 0.7 mil).

PART 3 – EXECUTION

3.01 INSTALLATION

A. Plumb, square, level, and align frames and framing members to receive doors and

transoms. Anchor frames to adjacent construction as indicated and in accordance with manufacturer's printed instructions. After erection and glazing, adjust hardware to operate properly.

3.02 PROTECTION FROM DISSIMILAR MATERIALS

A. Dissimilar Metals

1. Where aluminum surfaces come in contact with metals other than stainless steel, zinc, or small areas of white bronze, protect from direct contact by one or a combination of the following methods:

a. Paint the dissimilar metal with one coat of heavy-bodied bituminous paint.
b. Apply a good quality caulking material between the Aluminum and the dissimilar metal.
c. Use a non-absorptive tape or gasket in permanently dry locations.

B. Masonry and Concrete

1. Provide aluminum surface in contact with mortar, concrete, or other masonry materials with one coat of heavy-bodied bituminous paint.

C. Protection

1. The general contractor shall adequately protect exposed portions of aluminum surfaces from damage by plaster, lime, acid, cement, or other harmful compounds.

D. Cleaning

1. Upon completion of installation, thoroughly clean door and frame surfaces in accordance with door manufacturer's recommended procedure. Do not use abrasive, caustic, or acid cleaning agents.

END OF SECTION

SECTION 08331

OVERHEAD COILING DOORS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Furnish and install overhead coiling doors as shown on the drawings and specified herein.

1.02 RELATED WORK

A. Section 09900: Painting.

B. Division 16: Electrical.

1.03 SUBMITTALS

A. Submit shop drawings, product data, certifications, etc., in accordance with Section 01340, prior to fabrication of the overhead coiling doors.

1.04 QUALITY ASSURANCE

A. Comply with the applicable requirements of the following specifications and standards:

1. 2001 Florida Building Code.

2. Underwriters' Laboratories, Inc. (UL).

PART 2 – PRODUCTS

2.01 MATERIALS

A. Door: Provide overhead coiling doors equal to Overhead Door Company, Series 625 insulated galvanized steel counterbalanced overhead coiling doors complete with chain operators or electric motor operators as indicated in the door schedule and designed to withstand 125 mph winds and to comply with the South Florida Building Code (Standard Building Code). Provide doors to withstand 36 lbs. per square foot inward pressure and 18 lbs. per square foot outside pressure. Other recognized manufacturers are Crawford Door Co., Overhead Door Co., and North American Door.

B. Construction: Provide door curtain consisting of slats, endlocks, windlocks and bottom bar with rubber astragal. Fabricate slats of 22-gauge galvanized steel, a

minimum of three inches (3") wide and five-eighths inch (5/8") deep, interlocking to form a continuous flat surface on the side which contacts the extruded neoprene weatherseal strip on the guide. The weatherstrip between curtain and neoprene strip shall be effective under any wind direction. Provide windlocks on all curtains at a spacing of two feet (2') maximum o.c., with endlocks machine riveted to both ends of alternate slats.

C. Brackets: One-third inch (1/3") steel plate with ball bearings at rotating support points.

D. Guides: Three-sixteenths inch (3/16") minimum thick angles, provided with windlock restraining bar and continuous neoprene weatherseal strip which shall contact the flat surface of the curtain at all times.

E. Pipe: Steel pipe housing the counterbalancing springs and carrying the curtain without exceeding three-one-hundredths inch (0.03") per foot deflection under load.

F. Spring Assembly: Counterbalancing oil tempered steel helical torsion springs, cast iron anchors, steel tension rod and cast iron spring adjusting wheel. All springs shall act on one single torsion rod and shall receive equal and simultaneous angular adjustment by means of the adjusting wheel placed outside of one of the brackets.

G. Hood: 20-gauge minimum galvanized sheet metal having stiffening beads or flanges.

H. Top Weatherstripping: A continuous rubber piece fastened to the inside of the hood and contacting the top of the curtain thus forming a seal.

I. Bearings: To support the pipe and curtain, use grease packed precision ball bearings or self-lubricating graphite bearings.

J. Painting: On all ferrous surfaces, except work parts of machinery and faying surfaces, provide on shop coat of rust inhibitive metal primer compatible with the coating system specified in Section 09900: Painting.

K. Motor Operators:

1. Motor: Where called for in the door schedule, provide electric motor operators with push button control. Use totally enclosed high starting torque motors of the instant reversing type, with high efficiency, worm type gear reducer running in an oil bath and of sufficient capacity to operate the door at an average speed of one (1) foot per second. Equip the door with a safety-weather edge which reverses the door on touching an obstruction during motor operation. For manual operation in case of power failure, equip motors with emergency hand chain hoist, both mechanically and electrically interlocked to prevent motor operations when chain hoist is engaged.

2. Motor Mounting: Mount motors so that they are capable of being removed for servicing without affecting the limit switch adjustments or chain hoist operation.

3. Brake: Provide totally enclosed spring set, solenoid operated brake to protect against damage, dust and moisture.

4. Electrical: Provide a totally enclosed positive gear driven limit switch to control the open and close limits of door travel, exclusive 12 wire wiring panel with 24 volt, N.E.C., Class 2 contact voltages and a double duty overload device to disconnect motor from power source in case of excessive motor heat or current overload, and automatically resets when motor temperature returns to normal. Use motors wound for 220 volt, single phase service.

5. Controls: Provide an integral magnetic reversing contractor enclosed in a NEMA Type 1 enclosure and a three button push button station for all control action.

L. Chain Operators: For doors not required to have electric motor operators, provide hand chain operators with continuous end chains and gears keyed to inner shaft. For the gear mechanism, provide a galvanized steel housing, 26-gauge minimum.

M. Locking Device: Provide each overhead coiling door with a simple locking device on the inside to prevent unauthorized opening from the outside. The locking device may consist of a metal bar pushed home in holes drilled in the door frame and a suitable structural member of the curtain when the holes come into proper alignment on the closing door.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Install overhead coiling doors in accordance with the instruction and recommendations of the manufacturer and in such a manner that will prevent damage or deformation.

B. Install the doors securely in appropriate frames, and adjusted for proper operation without sticking or binding.

C. Paint all non-galvanized steel members in accordance with Section 09900: Painting.

D. Protect the doors from damage until the date of final acceptance and repair or replace any doors damaged during construction, at no additional cost to the Owner.

END OF SECTION

SECTION 08520

ALUMINUM WINDOWS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The work under this Section includes providing aluminum windows and screens.

1.02 QUALITY ASSURANCE

A. Requirements: Windows shall conform to the requirements of the Standard Building Code for wind pressure and infiltration and as specified hereinafter.

B. Design wind velocity at project is 100 mph.

C. Comply with "High Performance" requirements of ANSI A302.9.

D. Provide improved construction tolerances and weatherstripping to limit air infiltration to 0.10 cubic foot per minute per foot of crack edge of operable sash; tested by ASTM E283, for 20 percent (20%) of pressure resulting from design wind loading.

1.03 SUBMITTALS

A. Shop drawings shall indicate details of sections, connections, fasteners, anchors and relation to surrounding work.

B. Submit finish samples on 12-inch (12") length of extrusions.

PART 2 – PRODUCTS

2.01 FABRICATION

A. Fixed Panels: Fixed aluminum panels shall conform to the following:

1. All sections shall be extruded aluminum shapes specifically designed for the purposes and of alloy 6063-T5. They shall be not less than two inches (2") deep from front to back.

2. Cross-rails, muntins and frame corners shall be mortised, tenoned, riveted and heli-arc welded to abutting section.

3. Windows shall be arranged for inside glazing with aluminum snap-in glazing beads. Snap-in glazing beads shall be securely interlocked into extruded window sections. Glazing rabbet legs shall not be less than three-quarter inch (3/4") in height. Glass and glazing compounds are specified under Section 08800.

4. Mullions shall be as detailed on the Drawings, extruded aluminum shapes 6063-T5 alloy to withstand 50 pounds/square foot wind load. Heavy aluminum clamp slips with stainless steel fasteners shall be furnished to provide positive clamping of window flanges to mullions.

5. All anchors, clips and bolts necessary to secure windows and mullions shall be at manufacturer's option either aluminum, non-magnetic stainless steel or zinc coated steel; color to match window units. Fasteners shall be spaced 16 inches (16") o.c.

6. Exposed portions of fixed panels shall have a clear anodized finish.

B. Single Hung Type Windows:

1. Single hung type windows shall be aluminum frames and shall conform to Architectural Aluminum Manufacturers Association specification A-A2-HP (76 p.s.f.). Windows shall be standard sizes as scheduled on the drawings.

2. Aluminum shall have a minimum wall thickness of 0.125 inch (0.125") extruded from 6063-T5 alloy.

3. Glazing shall be accomplished with extruded aluminum snap in type glazing beads. Windows shall be inside glazed.

4. Finish shall be clear anodized finish as specified above for fixed windows.

5. All anchors, clips and bolts necessary to secure windows and mullions shall be at manufacturer's option either aluminum, non-magnetic stainless steel or zinc coated steel; color to match window units. Fasteners shall be spaced 16 inches (16") o.c.

6. Provided temporary protective coating of half (0.5) mil clear acrylic lacquer.

7. Contractors shall provide sub-frames, extrude sills, formed anchors and other trim as shown on Drawings. Material shall be 0.125 inch (0.125") thick aluminum, finish as specified above; color will be selected by Engineer.

8. Screens: Full length screens shall be furnished to fit all operating windows. Screen frame shall recess into the window frame and be held in place with screen spreaders and thumb fasteners and removable from inside; frames

shall be extruded 6063-T5 aluminum alloy 0.062 inch (0.062") thickness. Frame corners shall be reinforced and securely locked. Frames shall be screened with 18 x 16 mesh charcoal fiberglass screen cloth.

PART 3 – EXECUTION

3.01 PREPARATION

A. Coordination and Measurements: Measurements shall be taken at the building to assure proper erection of the work. The Contractor shall be responsible for checking in the field all dimensions, whether or not shown on the Drawings, upon which the accurate fitting together and build-in of this work may depend, or which would affect the proper installation of the work.

3.02 INSTALLATION

A. Windows shall be securely anchored into place in properly prepared openings. The openings must be square, plumb and level to prevent distortion of windows. The window frames shall not be distorted by erection screws or fittings and shall not interfere with the operating mechanism.

B. Caulking shall be as specified in Section 07920: Caulking and Sealants.

C. Windows shall be suitable for field glazing as specified in Section 08800: Glass and Glazing, with snap inn rolled aluminum glazing beads furnished by the manufacturer of the aluminum windows. Installation of bead in field shall be in accordance with the manufacturer's instructions.

3.03 CLEANING

A. Metal surfaces of windows shall be cleaned on both the inside and outside of all mortar, plaster, paint and other foreign matter to present a neat appearance and prevent fouling of weathering surfaces, weatherstripping or the operation of hardware. In addition, windows shall be washed off with a stiff fiber brush, soap and water, and thoroughly rinsed with clear water. Where aluminum windows have become stained, or discolored, they shall be cleaned or have the finish restored in accordance with recommendations of the Architectural Aluminum Manufacturer's Association. Stained, discolored or abraded windows that cannot be satisfactorily repaired shall be replaced with new windows at no additional cost to the Owner.

END OF SECTION

SECTION 08710

FINISH HARDWARE

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work included in this Section consists of providing all finish hardware as herein tabulated and as shown on the Drawings.

B. Related Work Described Elsewhere:

1. Aluminum Doors and Frames: Section 08110.

2. Fiberglass Doors and Frames: Section 08205.

1.02 SUBMITTALS

A. Before ordering any hardware, samples shall be submitted of every different item of "Finish Hardware" to the Engineer for inspection as to quality, finish and design, and obtain written approval for each item before delivering any hardware. In case the samples are disapproved, other samples shall be submitted until satisfactory samples are approved.

B. Complete Hardware Schedule of Finish Hardware shall be submitted in accordance with Section 01340 for the approval of the Engineer. Each item listed in such schedule shall be in accordance with the approved samples. Each item listed in the Hardware Schedule shall be identified with respect to manufacture, brand, catalog number, materials, finish, dimensions and operations, as well as location, operation and use in the buildings. The Engineer will check the Hardware Schedule for quality and types only, but the Contractor shall be solely responsible for any errors, omissions and conformance with the Hardware Schedule.

C. Templates: Promptly following approval of the Hardware Schedule by the Engineer, the Contractor shall furnish and deliver template information to the fabricators of items of metal work to which finishing hardware is to be applied, and such deliveries shall be made in ample time to avoid delays in such work of said fabricators. Drawings, schedules and detailed information shall be provided to other trades as necessary for them to accommodate and prepare their work to receive the finishing.

1.03 DELIVERY, STORAGE AND HANDLING

A. Finish hardware shall be packed in approved manufacturer's containers, complete with trimmings, bolts, screws, washers, etc., as required for application and

securement. Each container shall bear a suitable label which shall state the quantity and kind of contents of said container, as well as identifying marks relating to the approved Hardware Schedule and its location in the building.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Butt Hinges: Hager, Lawrence or Stanley

1. Provide all doors with one and one-half (1-1/2) pair stainless steel ball bearing hinges four and one-half inches by four and one-half inches (4-1/2" x 4-1/2"), US32D finish, except as otherwise indicated, and except as otherwise needed for proper support or operation of doors. Provide stainless steel pins, non-removable.

B. Lock/Hatch sets including cylinders: Russwin, Sargent, Yale or Schlage.

C. Panic Hardware: Russwin, Sargent, Von Duprin or Yale.

D. Door Bolts: Corbin, Russwin, Sargent, Stanley, or Von Duprin.

E. Strikes: Wrought box strikes, with extended lip for latch bolts. Provide dust proof strike for foot bolt.

F. Locks: Equip lock sets with six (6) pin tumbler type lock cylinders, combined with a dead bolt, similar to Schlage H/locks. All locks to be in a master key system designated by owner. Provide six (6) change keys for each lock.

G. Overhead Closers: LCN, Norton, Russwin, or Sargent.

H. Holders, Stops, Bumpers: Baldwin, Brookline, Stanley, Eaton, or Glynn Johnson. Size and mount units to comply with manufacturer's recommendations for exposure condition. Reinforce substrate as recommended.

I. Thresholds: Brookline, Pemco, Rixson, Von Duprin or Zero.

1. Stainless steel, standard groove thread, height to be within A.D.A. tolerances.

K. Door Stripping and Seals: Accurate, B. Brass WKS, Argil J. May, Pemco or Zero.

1. Provide type recommended by manufacturer for condition of exposure, with easily replaceable resilient stripping elements. On fire rated doors provide type for use with rating. Provide weatherstripping at sill of each exterior door, threshold contact type.

2.02 MATERIALS

A. Hardware Requirements:

1. All hardware shall be new and free from defects affecting serviceability or appearance. All working parts shall be well fitted and smooth working. All hardware shall be made of aluminum or stainless steel materials.

2. Hardware application to metal shall be made to standard templates. Template information shall be furnished to door and frame fabricators and other trades requiring same, in order that they may cut, reinforced or otherwise shop prepared for receiving hardware. The Contractor shall be fully responsible for checking all details such as wall trim clearance, levels, rabbets, backsets, etc., in order that all items of hardware shall fit properly.

3. Complete locksets shall be supplied from a single manufacturer.

4. Hardware shall be furnished complete with all fastening.

5. Box strikes for all metal frames shall be furnished.

5. Finishes shall be US32D, Satin Stainless Steel, except where noted otherwise.

B. Hardware Schedule. All door sizes, materials, swings, etc. shall be coordinated with the door schedule and floor plans. Total quantities required shall be determined from the Drawings.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Installation of finish hardware shall be per manufacturer's recommendations.

END OF SECTION

SECTION 08800

GLASS AND GLAZING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work included under this Section includes providing and installing glass and glazing.

B. Related Work Described Elsewhere:

1. Caulking and Sealants: Section 07920.

2. Aluminum Doors and Frames: Section 08120.

1.02 QUALITY ASSURANCE

A. The work shall comply with requirements of the Standard Building Code with respect to wind pressures and infiltration.

B. Contractor shall determine actual sizes to which glass must be cut from measurements taken of the frames at the job site. Any trimming or edge nipping of glass after shipment shall not be permitted.

1.03 SUBMITTALS

A. Shop Drawings: Shop drawings shall be submitted for glass, indicating glass type and thickness for each piece of glass.

B. Samples: Submit two samples of each glass material for approval. Samples shall be six inches (6") square in size with ground edges.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Glass shall be delivered to site in containers that will protect material from the weather or breakage. Materials shall be stored carefully in a safe place to reduce breakage. Materials shall be delivered in unopened containers bearing manufacturer's names and brand identification. Each unit of glass shall bear manufacturer's factory applied label. Labels shall remain intact until final clean-up.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Glass For Fixed Interior Windows: Clear one-third inch (1/3") thick tempered safety glass conforming to Federal Safety Standard 16 CFR 1201.

B. Glass Fixed Exterior Windows: Grey tinted one-third inch (1/3") thick tempered, safety glass, conforming to Federal Specification 16 CFR 1201.

C. Glass for Vision Panels in Doors: Clear one-third inch (1/3") thick wire glass conforming to Federal Safety Standard 16 CFR 1201.

D. Setting Blocks and Spacer Shims: Fabricated from neoprene, treated hardwood, or lead and shaped to the required sizes and thickness.

1. The materials used for blocks and spacers must be compatible with the type of compounds and sealants used and shall not cause staining or discoloration of the sealant or the flame.

2. The hardness for setting block and shim material shall be as recommended by the compound or sealant manufacturer.

E. Glazing Compound: Glazing compound for use with metal sash shall retain full elasticity and shall be Pecora Chemical Corporation No. M-242 or No. M-251, DAP Flexiplate 1231 or approved equal, Compound for Lexan shall be DAP 1012 putty, or G.E. Silpruz.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Glazing compound, glazing sealant, glazing tape and gaskets shall be applied uniformly with accurately formed corners and bevels. Excess compound shall be removed from glass and sash.

B. Only recommended thinners, cleaners and solvents shall be used. Glazing compounds or sealants shall not be cut or diluted without approval from the Engineer.

C. Good contact shall be made with glass and frame when glazing and facing off. Glass shall not be set in steel frames until frames have been primed and paint is dry.

D. Compound or sealant shall not be applied at temperature lower than 40 °F or on a damp, dirty, or dusty surface.

E. Excess sealant shall be removed from glass and adjoining surfaces during the working time of the material.

3.02 REPLACEMENT AND CLEANING

A. Before final acceptance, all glass shall be free from cracks and other defects. Any broken glass shall be replaced at the Contractor's expense, and any defective glass that is a direct result of manufacturing, transporting or the performance of the Contractor, which may appear before acceptance, or within the one (1) year warranty period, shall be removed and replaced with new glass without cost to the Owner.

B. All boxes, crates, containers and other debris used for glazing operations shall be removed from the site.

C. All glass shall be cleaned on both faces not more than five days prior to Owner's acceptance of the work.

END OF SECTION

SECTION 09220

PORTLAND CEMENT STUCCO

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work included under this Section includes the application of a three (3) part Portland cement stucco finish as indicated on the drawings.

1.02 DELIVERY, STORAGE AND HANDLING

A. All materials shall be delivered in original packages, containers, or bundles bearing name of manufacturer and brand. All cementitious materials shall be kept dry until ready to be used, shall be kept off the ground, under cover and away from sweating walls or other damp surfaces.

1.03 RELATED WORK

A. Section 09900: Painting.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Sand: Sand shall be clean and sharp silica sand, free from alkali, salt or organic matter, shall be graded from coarse to fine and shall conform to ASTM C 897.

B. Water: Water shall be free from organic materials, strong acids or alkalis. Unclean or questionable water should be tested.

C. Hydrated Lime: Special finishing hydrated lime ASTM C 206, Type S. Hydrated lime for masonry purposes ASTM C 207, Type S.

D. Portland Cement: Portland cement shall conform to ASTM Designation C 150, Type I, domestic manufacturer.

E. Waterproofing: Waterproofing shall be Sec. No. 1, Sec. Manufacturing Company; Stearox, Master Builders or approved equal.

F. Bonding Agent: Bonding agent shall be equal to U.S. Gypsum Company "Bondcrete", or Lambert Corporation, "Bonderite Liquid".

PART 3 – EXECUTION

3.01 INSTALLATION

A. Stuccoing on Concrete and Masonry Surfaces:

1. Concrete surfaces shall be brushed cleaned of all dust, loose particles, or other foreign materials. All laitance and efflorescence shall be removed by washing with a 10 percent (10%) solution of commercial muriatic acid and water, and then rinsed well with clear water. Grease or form oil shall be removed by wiping with naphtha spirits, and bonding agent shall be applied to all concrete surfaces in accordance with the manufacturer's directions.

2. Masonry surfaces shall be thoroughly cleaned and lightly wetted immediately before plastering.

3. Base coat plaster stucco shall be applied where required to level uneven surfacing. Base coat plaster stucco shall be one (1) part cement, three (3) parts sand and not over one-third (1/3) part hydrated lime, measured by volume. Mix shall be applied with sufficient pressure to form good bond and then uniformly scratched. Base coat shall develop a thickness of three-eighths inch (3/8") minimum.

4. Finish coat stucco shall be one (1) part cement, two (2) parts sand, not over one-third (1/3) part hydrated lime by volume and one quart of Sec. No. 1 waterproofing per bag of cement. Finish coat shall be applied not less than one-eighth inch (1/8") thick no sooner than four (4) days after application of base coat. Base coat shall be uniformly wet, but not saturated, before apply finish coat. Finish coat shall be floated to a true and even surface and kept surface damp for at least two (2) days before allowing it to dry out.

5. Concrete and masonry surfaces should have sufficient roughness to provide proper bond. If the surface is not rough, it shall be hacked or bushhammered, or a dash coat of cement grout, composed of one (1) part cement to one and one-half (1-1/2) parts sand, mixed to a mushy consistency, shall be used prior to application of the base coat.

3.02 PROTECTION

A. Where finish surfaces, such as tile, metal frames, or metal windows have been installed prior to completion of plaster work, the finished surfaces shall be protected from damage during plastering. Protection shall consist of covering with a non-straining kraft paper or polyethylene sheet and joints sealed with tape or adhesive. Metal frames may be protected with a removal type of masking tape, or an approved type of non-staining petroleum jelly mixed in accordance with manufacturer's

directions. Protection shall be maintained in place during plastering and removed when plaster work is completed.

3.03 FIELD QUALITY CONTROL

A. Patching: Upon completion, the Contractor shall point up plaster around trim and other work, and shall cut out and patch defective and damaged plaster. Patching of plaster shall match existing work in texture and finish, and, at jointing with plaster previously applied, shall finish flush and smooth.

END OF SECTION

SECTION 09900

PAINTING

PART 1 – GENERAL

1.01 Scope

A. This specification defines the methods of surface preparation, coating systems, and methods of application for painting as outlined herein.

B. The Contractor shall furnish all supervision, labor, tools, materials, equipment, scaffolding or other structures, and supervision required for the transportation, unloading, storage, and application of the paint and associated products covered by this specification.

C. The work includes painting and finishing of interior and exterior exposed items above and below grade surfaces, such as structural steel, miscellaneous metals, ceilings, walls, floors, doors, frames, pipe, handrails, posts, fittings, valves, pumps, tanks, equipment, and all other work obviously required to be painted unless otherwise specified herein or on the drawings. The omission of minor items in the schedule of work shall not relieve the contractor of his obligation to include such items where they come within the general intent of the specification as stated herein.

D. The following items will not be painted:

1. Any code requiring labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.

2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.

3. Aluminum handrails, walkways, windows, louvers, and grating unless otherwise specified herein.

4. Signs and nameplates.

5. Finish hardware.

6. Stainless steel angles, tubes, pipe, etc.

7. Products with polished chrome, aluminum, nickel, or stainless steel finish.

8. Plastic switch plates and receptacle plates.

9. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.

10. Sprinkler heads.

E. All work shall be done in strict accordance with this specification, the design drawings and the painting package, including manufacturer's printed instructions.

F. The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules, and regulations promulgated by authorities having jurisdiction, which may bear on the work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970."

G. Wherever the word "Engineer" occurs in this specification, it shall apply to the authorized representative of Quentin Hampton Associates, Inc. Where the word "Contractor" occurs in this specification, it shall apply to the contractor performing any part of or all of this work.

H. Surfaces to be painted: (Refer to 17.0 Coating Schedule for description of surfaces to be painted and their specified coating systems and colors).

1.02 Definitions

A. Field Painting is the painting of new or rebuilt items at the job site. Field painting shall be the responsibility of the Contractor.

B. Shop Painting is the painting of new or rebuilt items in the shop prior to delivery to the jobsite.

1.03 Abbreviations

A. The abbreviations and definitions listed below, when used in this specification, shall have the following meanings:

1. SSPC – Society for Protective Coatings.

2. Exterior – Outside, exposed to weather.

3. Interior Dry – Inside, not subject to immersion service.

4. Interior Wet – Inside, subject to immersion service.

5. ASTM – American Society of Testing Materials.

6. NACE – National Association of Corrosion Engineers.

7. NSF – National Sanitation Foundation.

8. AWWA – American Water Works Associates.

PART 2 – RESOLUTION OF CONFLICTS

A. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of painting, or flooring installation between the Contractors, the Paint Manufacturer whose products are to be used, and the Engineer. All aspects of surface preparation, application and coating systems as covered by this specification will be reviewed at this meeting.

B. Clarification shall be requested promptly from the Engineer when instructions are lacking, conflicts occur in the specification, or the procedure seems improper or inappropriate for any reason.

C. Copies of all manufacturer's instructions and recommendations shall be furnished to the Engineer by the Painting Contractor.

D. It shall be the responsibility of the Coating Manufacturer to have their factory representative meet in person with the Contractor and Engineer a minimum of three times during the job as a consultant on surface preparation, mil thickness of coating and proper application of coating unless meeting is determined to be unnecessary by the Engineer.

PART 3 – INSPECTION OF SURFACES

A. Before application of the prime coat and each succeeding coat, all surfaces to be coated shall be subject to inspection by the Engineer. Any defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.

B. Samples of surface preparation and of painting systems shall be furnished by the Contractor to be used as a standard throughout the job, unless omitted by the Engineer.

C. When any appreciable time has elapsed between coatings, previously coated areas shall be carefully inspected by the Engineer, and where, in his opinion, surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. Recoating times of manufacturer's printed instructions shall be adhered to.

D. Coating thickness shall be determined by the use of a properly calibrated "Nordson-

E. Mikrotest" "Positest" Coating Thickness Gauge (or equal) for ferrous metal or an OG232 "Tooke" Paint Inspection gauge (or equal) for non-ferrous and cementitious surfaces. Please note that use of the "tooke" gauge is classified as a destructive test.

PART 4 – EQUIPMENT

A. Effective oil and water separators shall be used in all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Separators shall be placed as far as practical from the compressor.

B. All equipment for application of the paint and the completion of the work shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the paint manufacturer.

C. Contractor will provide free of charge to the Engineer a “Nordson-Mikrotest” or “Positest” dry film thickness gauge for ferrous metal and an OG232 “Tooke” gauge or equal for non-ferrous and cementitious surface, to e used to inspect coatings by the Engineer and Contractor. The gauges may be used by the Contractor and returned each day to the Engineer. Engineer will return gauges to Contractor at completion of job.

PART 5 – MATERIALS

A. All materials specified herein are manufactured by the TNEMEC Company, Inc., Xypex Chemical Corporation, or Chemprobe Technologies, Inc. These products are specified to establish standards of quality and are approved for use on this project.

B. Equivalent materials of other manufacturers may be substituted on approval of the Engineer. Requests for substitution shall include Manufacturer’s literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials. Unless otherwise noted, the latest revision of listed specifications shall be used.

1. Abrasion – Fed. Test Method Std. No. 141, Method 6192, CS-17 Wheel, 1,000 grams load.

2. Adhesion – Elcometer Adhesion Tester.

3. Exterior Exposure – Exposed at 45 degrees facing the ocean (South Florida MarineExposure).

4. Hardness – ASTM D 3363.

5. Humidity – ASTM D 2247.

6. Salt Spray (Fog) – ASTM B 117.

C. Bidders desiring to use coatings other than those specified shall submit their proposal in writing to the Engineer at least 10 days prior to the bid opening. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be

approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.

D. All coatings to be shop applied must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/Gallon after thinning.

E. Colors, where not specified, shall be as selected by the Owner or their Representative.

F. All coatings in contact with potable water need to be NSF Certified in accordance with ANSI/NSF Standard 61.

PART 6 – WORKMANSHIP AND MATERIALS

A. Surface Preparation

1. The surface shall be cleaned as specified for the paint system being used. All cleaning shall be as outlined in the Steel Structures Painting Council's Surface Preparation Specification, unless otherwise noted. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.

B. Standards for Surface Preparation

1. SSPC-SP1 Chemical and/or Solvent Cleaning

a. Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter, and contaminants, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.

2. SSPC-SP2 Hand Tool Cleaning

a. Removal of loose rust, loose mill scale, and loose paint to a clean sound substrate by hand chipping, scraping, sanding, and wire brushing.

3. SSPC-SP3 Power Tool Cleaning

a. Removal of loose rust, loose mill scale, and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing, and grinding.

4. SSPC-SP4 Flame Cleaning

a. Dehydrating and removal of rust, loose mill scale, and some light mill scale by use of flame, followed by wire brushing.

5. SSPC-SP5 (NACE-1) White Metal Blast Cleaning

    a. Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.

6. SSPC-SP6 (NACE-3) Commercial Grade Blast Cleaning

    a. Complete removal of all dirt, rust scale, mill scale, foreign matter, and previous coatings, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66 percent (66%) of each square inch of surface area is to be free of all visible residues, except slight discoloration.

7. SSPC-SP7 (NACE-4) Brush-Off Blast Cleaning

    a. Removal of rust scale, loose mill scale, loose rust, and loose coatings, leaving tightly bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils, and solid contaminants. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bug holes, air pockets, and other subsurface irregularities, but so as not to expose underlying aggregate.

8. SSPC-SP8 Pickling

    a. Complete removal of rust and mill scale by acid pickling, duplex pickling or electrolytic pickling (may reduce the resistance of the surface to corrosion, if not to be primed immediately).

9. SSPC-SP10 (NACE-2) Near-White Blast Cleaning

    a. Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale, and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues and the remainder shall be limited to slight discoloration.

10. SSPC-SP11 Power Tool Cleaning to Bare Metal

    a. Complete removal of rust, rust scale, mill scale, foreign matter, and previous coatings, etc., to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.

11. SSPC-SP13 (NACE-6) Surface Preparation of Concrete

a. Surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.

C. Visual standards

1. SSPC-VIS-1 (Swedish SIS OS 5900), "Pictorial Surface Preparation Standards for Painting Steel Surfaces," and the National Association of Corrosion Engineers, "Blasting Cleaning Visual Standards" TM-01-70 and TM-01-75 shall be considered as standards for proper surface preparation.

2. Oil, grease, soil, dust, etc., deposited on the surface preparation that has been completed shall be removed prior to painting according to SSPC-SP1 Solvent Cleaning.

3. Weld flux, weld spatter and excessive rust scale shall be removed by Power Tool Cleaning as per SSPC-SP11.

4. All weld seams, sharp protrusions, and edges shall be ground smooth prior to surface preparation or application of any coatings.

5. All areas requiring field welding shall be masked off prior to shop coating, unless waived by the Engineer.

6. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be cleaned by thorough Power Tool as specified in SSPC-SP11.

7. Touch-up systems will be same as original specification except that approved manufacturer's organic zinc-rich shall be used in lieu of inorganic zinc where this system was originally used. Also strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the Engineer's attention; otherwise, Contractor assumes full responsibility.

PART 7 – PRE-TREATMENTS

A. When specified, the surface shall be pretreated in accordance with the specified pretreatment prior to application of the prime coat of paint.

PART 8 – STORAGE

A. Materials shall be delivered to the job site in the original packages with seals unbroken and with legible unmutilated labels attached. Packages shall not be opened until they are

inspected by the Engineer and required for use. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, and direct rays of the sun or from excessive heat. Paint susceptible to damage from low temperatures shall be kept in a heated storage space when necessary. The Contractor shall be solely responsible for the protection of the materials stored by himself at the job site. Empty coating cans shall be required to be neatly stacked in an areas designated by the Engineer and removed from the job site on a schedule determined by the Engineer. Engineer may request a notarized statement from contractor detailing all materials used on the project.

PART 9 – PREPARATION OF MATERIALS

A. Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.

B. Catalysts or thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.

PART 10 – APPLICATION

A. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50° F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.

B. No coatings shall be applied unless surface temperature is a minimum of 5° F above dew point; temperature must be maintained during curing.

DEW POINT CALCULATION CHART

Ambient Air Temperature – Fahrenheit

Relative Humidity	20	30	40	50	60	70	80	90	100	110	120
90%	18	28	37	47	57	67	77	87	97	107	117
85%	17	26	36	45	55	65	76	84	95	103	113
80%	16	25	34	44	54	63	73	82	93	102	110
75%	15	24	33	42	52	62	71	80	91	100	108
70%	13	22	31	40	50	60	68	78	88	96	105
65%	12	20	29	38	47	57	66	76	85	93	103
60%	11	29	27	36	45	55	64	73	83	92	101
55%	9	17	25	34	43	53	61	70	80	89	98
50%	6	15	23	31	40	50	59	67	77	86	94
45%	4	13	21	29	37	47	56	64	73	82	91
40%	1	11	18	26	35	43	52	61	69	78	87
35%	-2	8	16	23	31	40	48	57	65	74	83
30%	-6	4	13	20	28	36	44	52	61	69	77

SURFACE TEMPERATURE AT WHICH CONDENSATION OCCURS

C. Dew Point

1. Temperature at which moisture will condense on surface. No coatings should be applied unless surface temperature is a minimum of 5° F above this point. Temperature must be maintained during curing.

D. Example

1. If air temperature is 70° F and relative humidity is 65 percent (65%), the dew point is 57° F. No coating should be applied unless surface temperature is 62° F minimum.

E. No coatings shall be applied unless the relative humidity is below 85 percent (85%).

F. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.

G. Field Painting in the immediate vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service shall not be performed without the approval of the Engineer.

H. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.

I. The Contractor's scaffolding shall be erected, maintained, and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used where required to protect buildings and equipment. All surfaces required to be clear for visual observations shall be cleaned immediately after paint application.

J. Painting shall not be performed on insulated pipe within three (3) feet of insulation operations or on insulation where covering and surface coat have not had time to set and dry. Painting shall not be performed on uninsulated pipe within one (1) foot of any type of connection until the connection has been made, except as directed by the Engineer.

K. The prime coat shall be applied immediately following surface preparation and in no case later than the same working day. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.

L. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.

M. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified primer before assembly.

N. Finish colors shall be in accordance with the COLOR SCHEDULE and shall be factory mixed (i.e., there shall be no tinting by the Contractor, unless authorized by the Engineer).

O. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) of the 1st coat prior to application of the full 1st coat.

P. All open seams in the roof area of tanks shall be filled after application of the topcoat with a flexible caulking such as Sika Flex 1A.

PART 11 – WORKMANSHIP

A. The Contractor must show proof that all employees associated with this project shall have been employed by the Contractor for a period not less than six (6) months.

B. Painting shall be performed by experienced painters in accordance with the recommendations of the paint manufacturer. All paint shall be uniformly applied without

sags, runs, spots, or other blemishes. Work, which shows carelessness, lack of skill, or is defective in the opinion of the Engineer, shall be corrected at the expense of the Contractor.

C. The Contractor shall provide the names of at least 6 other projects of similar size and scope that they have successfully completed under their current company name.

D. Application of Paint

1. BY BRUSH AND/OR ROLLERS

a. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenohl core shall be utilized.

b. The brushing or rolling shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.

c. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.

d. It may require 2 coats to achieve the specified dry film thickness if application is by brush and roller.

E. Air, Airless, Or Hot Spray

1. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.

2. Paint shall be applied in a uniform layer, with a 50 percent (50%) overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.

3. High build coatings should be applied by a crosshatch method of spray application to ensure proper film thickness of the coating.

4. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as authorized by the manufacturer.

5. Special care shall be taken with thinners and paint temperatures so that paint of the correct formula reaches the receiving surface.

6. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.

7. The first coat on concrete surfaces in immersion service should be sprayed and backrolled.

PART 12 – PROTECTION AND CLEAN-UP

A. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.

B. At the option of the Engineer during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the Engineer, including but not limited to, full shrouding of the area.

C. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.

D. At completion of the work, remove all paint where spilled, splashed, splattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted, and unpainted surfaces.

E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials, and debris resulting from this work.

F. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the jobsite in accordance with Local, State, and Federal requirements as outlined by the Environmental Protection Agency.

G. A notarized statement shall be presented to the Engineer that all hazardous materials have been disposed of properly including but not limited to: Name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

PART 13 – TOUCH-UP MATERIALS

A. The Contractor shall provide at the end of the project at least one (1) gallon of each generic topcoat in each color as specified by the Engineer for future touch-up. Two gallons may be required for (2) component materials.

PART 14 – ON-SITE INSPECTION

A. During the course of this project the Engineer will reserve the option of incorporating the services of a qualified inspection service. The inspection service will be responsible for assuring the proper execution of this specification by the successful contractor.

PART 15 – COATING SYSTEM SCHEDULE

A. STEEL – STRUCTURAL, TANKS, PIPES, AND EQUIPMENT

1. EXTERIOR EXPOSURE (NON-IMMERSION)

A.1 System No. 73-1 Epoxy/High Build Urethane

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

		DFT-Mils
1st Coat:	66-1255 Epoxoline Primer	3.0 – 4.0
2nd Coat:	66-Color Hi-Build Epoxoline	2.0 – 3.0
3rd Coat:	73-Endura-Shield	2.0 – 3.0
		7.0-10.0
		Minimum 8.0 Mils

NOTE: This system is highly resistant to abrasion, wet conditions, corrosive fumes, and chemical contact. Provides 2-3 times the color and gloss retention of conventional paints. Second coat to be same color or close to finish color. Specify Series 1074 Endura-Shield for a gloss finish. Specify Series 161 in lieu of the 66 for faster recoats or lower temperature curing.

A.2 System No. 73-2 High Build Urethane For Marginally Cleaned Surfaces or Topcoating Existing Systems.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning or SSPC-SP3 Power Tool Cleaning Feather all edges.

		DFT-Mils
Shop Coat:	Manufacturer Standard Primer (or existing coating)	1.5 – 2.0
Tie Coat:	135 Chembuild	3.0 – 5.0
Topcoat:	73-Color Endura-Shield	2.0 – 3.0
		6.5-10.0
		Minimum 7.5 Mils

NOTE: This system can be used over factory finish paint or over non-sandblasted steel and offer the high performance of a urethane coating. Specify Series 1074 Endura-Shield for gloss finish. A test patch is always recommended to insure proper application.

A.3 System No. 82-1 Silicone Alkyd Enamel – Gloss

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	DFT-Mils
1st Coat: 37H-77 Chem-Prime H.S.	2.0 – 3.5
2nd Coat: 23-Color Enduratone	1.5 – 2.5
3rd Coat: 82-Color Silicone Alkyd Enamel	1.0 – 2.5
	4.5 – 8.5
	Minimum 5.5 Mils

A.4 System 90-97 Zinc/Epoxy/Urethane

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	DFT-Mils
Primer: 90-97 Tneme-Zinc	2.5 – 3.5
2nd Coat: 66-Color Hi-Build Epoxoline	2.0 – 3.0
3rd Coat: 73 Endura-Shield III	2.0 – 3.0
	6.5 – 9.5
	Minimum 8.0 Mils

NOTE: This system offers the added corrosion protection of a zinc rich primer. Series 90-97 Tneme-Zinc is an organic zinc-rich primer that can be used for field touch up of a zinc primer or for touch up of galvanized surfaces that are damaged. You can substitute Series 91-H_2O Hydrozinc for the 90-97. You can substitute Series 1074 for the Series 73 if a gloss finish is desired.

A.5 System No. 30-1 DTM Acrylic Overcoat System

Surface Preparation: Pressure Clean @ 3500 PSI
Spot SP2, SP3, SP6, or SP7
Feather all edges.

	DFT-Mils
Spot Primer: 135 Chembuild	2.0 – 4.0
2nd Coat: 30 Spra-Saf EN	2.0 – 4.0
3rd Coat: 30 Spra-Saf EN	2.0 – 4.0
Total	4.0 – 8.0
Total	6.0 –12.0 (Spots)

NOTE: This is an excellent coating system to overcoat existing unknown coating systems with limited surface preparation, using a non-stressful coating with excellent color and gloss retention. This coating should be spray applied and has excellent dry fall properties. The brush and roller version of Series 30 with a SG finish is the Series 29 Tufcryl. A test patch is always recommended to assure proper adhesion.

B. INTERIOR EXPOSURE (NON-IMMERSION)

B.1 System No. N69-1 High Solids Epoxy

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

		DFT Mils
1st Coat:	N69-Color Hi-Build Epoxoline II	5.0 – 7.0
2nd Coat:	N69-Color Hi-Build Epoxoline II	5.0 – 7.0
		10.0 –14.0
	Minimum	12.0 Mils

NOTE: This coating will provide maximum protection. It offers chemical and corrosion resistance for long-term protection against salt spray, moisture, corrosive fumes, and chemical attack. Series N69 is a polyamidoamine cured epoxy. Primer coat must be touched-up before 2nd coat is applied.

B.2 System No. 66-2 Polyamide Epoxy

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

		DFT-Mils
1st Coat:	66-Color Hi-Build Epoxoline	3.0 – 5.0
2nd Coat:	66-Color Hi-Build Epoxoline	4.0 – 6.0
		7.0 –11.0
	Minimum	9.0 Mils

NOTE: This system will provide chemical and corrosion resistance against abrasion, moisture, corrosion fumes, chemical contact, and immersion in non-potable water. Primer coat must be touched-up before 2nd coat is applied. Substitute Series 161 for low temperature cure or quick recoats.

B.3 System No. 66-6 High Build Epoxy (Over OEM Finishes)

Surface Preparation: Spot SSPC-SP6 Commercial Blast Cleaning or SSPC-SP11 Power Tool Cleaning To Bare Metal

		DFT-Mils
1st Coat:	Manufacturer's Standard (or existing coating)	1.0 – 2.0
2nd Coat:	135 Chembuild	3.0 – 5.0
3rd Coat:	66-Color Hi-Build Epoxoline	3.0 – 5.0
		6.0–10.0
	Minimum	7.0 Mils

NOTE: This system is to be used over standard manufacturer's primer to offer a high performance epoxy finish. Excellent for areas of rust not able to be completely cleaned.

B.4 System No. 23-1 Alkyd Enamel – Semi-Gloss

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	DFT-Mils
1st Coat: 37H-77 Chem-Prime H.S.	2.0 – 3.5
2nd Coat: 23-Color Enduratone	1.5 – 2.5
3rd Coat: 23-Color Enduratone	1.5 – 2.5
	5.0 – 8.5
Minimum	6.0 Mils

C. IMMERSION

C.1 System No. N69-2 High Solids High Build Epoxy (Non-Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

		DFT-Mils
Stripe Coat:	N69-Color Hi-Build Epoxoline II by brush and roller to all weld seams and plate edges	3.0 – 5.0
1st Coat:	N69-Color Hi-Build Epoxoline II	5.0 – 7.0
2nd Coat:	N69-Color Hi-Build Epoxoline II	5.0 – 7.0
		10.0 -14.0 (Excluding stripe coat)
	Minimum	12.0 Mils

NOTE: This system provides maximum protection in immersion service. Scarify the surface before topcoating if the Series N69 has been exterior-exposed for 60 days or longer. If primer coat is damaged, it must be touched-up before 2nd coat is applied.

C.2 System No. 66-2 High Build Epoxy (Non-Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

		DFT-Mils
Stripe Coat:	66-Color to all weld seams and plate edges	2.0 – 4.0
1st Coat:	66-Color Hi-Build Epoxoline	3.0 – 5.0
2nd Coat:	66-Color Hi-Build Epoxoline	3.0 – 5.0
3rd Coat:	66-Color Hi-Build Epoxoline	3.0 – 5.0
		9.0 –15.0 (Excluding stripe coat)
	Minimum	11.0 Mils

NOTE: This system will provide chemical and corrosion resistance for protection against abrasion, moisture, corrosive fumes, chemical contact, and immersion. Primer coat must be touched-up before 2nd coat is applied. Scarify the surface before topcoating if the Series 66 has been exterior-exposed for 60 days or longer. Substitute Series 161 for low temperature cure or quick recoats.

C.3 System No. 20-1 Epoxy-Polyamide (Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

		DFT-Mils
Stripe Coat:	20-1255 Pota-Pox (Beige) to all weld seams and plate edges	2.0 – 4.0
1st Coat:	20-15BL Pota-Pox (Tank White)	3.0 – 5.0
2nd Coat:	20-1255 Pota-Pox (Beige)	4.0 – 6.0
3rd Coat:	20-15BL Pota-Pox (Tank White)	4.0 – 6.0
		11.0–17.0 (Excluding stripe coat)
	Minimum	12.0 Mils

Caulk: Seal all open roof seams with a flexible NSF Certified caulking such as Sika Flex 1A

NOTE: This system meets American Water Works Association AWWA D 102 Inside Paint System Number 1. Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Substitute Series FC20 for low temperature cure or quick recoats.

C.4 System No. N140 High Solids Epoxy (Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

		DFT-Mils
Stripe Coat:	N140-15BL Pota-Pox Plus (by brush and roller to all weld seams and plate edges)	3.0 – 5.0
1st Coat:	N140-1255 Pota-Pox Plus (Beige)	6.0 – 8.0
2nd Coat:	N140-15BL Pota-Pox Plus (Tank White)	6.0 – 8.0
		12.0 -16.0 (Excluding stripe coat)
	Minimum	14.0 Mils

NOTE: Series N140 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61.

C.5 System No. 46-30 Coal Tar-Epoxy (Non-Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning*

	DFT-Mils
One Coat: 46H-413 Hi-Build Tneme-Tar	16.0 – 20.0

NOTE: May be applied in a two-coat application. Review critical recoat time if utilized.

*SSPC-SP6 Commercial Blast Cleaning may be used for non-immersion service.

C.6 System No. 91-H_2O Zinc/Epoxy (Potable Water)

Surface Preparation: SSPC-SP10 Near White Metal Blast

	DFT-Mils
Stripe Coat: 91-H_2O Hydrozinc 2000 (by brush & roller to all weld seams and plate edges.)	2.5 – 3.5
1st Coat: 91- H_2O Hydrozinc 2000	2.5 – 3.5
2nd Coat: 20-1255 Pota-Pox (Beige)	4.0 – 6.0
3rd Coat: 20-15BL Pota-Pox (Tank White)	4.0 – 6.0
	10.5 -15.5
Minimum	12.0 Mils

Caulk: Seal all open roof seems with a flexible NSF Certified caulking such as Sika-Flex 1A.

NOTE: Can substitute Series N140, or FC20 for Series 20 if preferred. Meets AWWA D102-97 Inside Coating System No. 3.

15.2 OVERHEAD METAL DECKING, JOIST

D. INTERIOR EXPOSURE

D.1 System No. 115-1 Uni-Bond DF

Surface Preparation: Surfaces must be dry, clean, and free of oil, grease, and other contaminants. Allow concrete to cure 28 days. Galvanized metal decking must be scarified.

		DFT-Mils
Coating:	115-Color Uni-Bond DF	2.0 – 4.0

NOTE: This system should be used on ceiling areas where a one-coat system is desired. Can be applied over steel, galvanized, and aluminum decking, joist, beams, conduits, and concrete.

E. EXTERIOR EXPOSURE

E.1 System No. 135-5 Epoxy/DTM Acrylic

Surface Preparation: Pressure clean to remove all dirt, oil, grease, chemicals, and foreign contaminants. Remove loose paint and all rust by hand and power tool cleaning (SSPC-SP 2 & 3). Feather all edges.

		Dry Film-Mils
Spot Primer:	135 Chembuild	3.0 – 5.0
1st Coat:	30 Spra-Saf EN	2.0 – 4.0
2nd Coat:	30 Spra-Saf EN	2.0 – 4.0
	TOTAL	4.0 – 8.0 (For (2) Coats)

NOTE: This system can be applied over a wide variety of coatings and factory finishes. It can also be applied direct to galvanized aluminum decking, joists, conduits, and tight rust.

15.3 MILL COATED STEEL PIPE

F. EXTERIOR/INTERIOR EXPOSURE (NON-IMMERSION)

F.1 System No. 66-3 Epoxy-Polyamide

Surface Preparation: Surface shall be clean and dry. Scarify by Brush Blasting if surface is hard and glossy.

		DFT-Mils
1st Coat:	66-Color Hi-Build Epoxoline	3.0 – 4.0
2nd Coat:	66-Color Hi-Build Epoxoline	4.0 – 6.0
*3rd Coat:	73 Endura-Shield	(2.0 – 3.0)
		(9.0 –13.0)
	Minimums	11.0 Mils for 3 coats
		9.0 Mils for 2 coats

*Optional topcoat for exterior exposure

NOTE: This system can be applied directly to mill coated steel pipe without sandblasting for use in non-immersion. There may be some bleed through with the 1st coat. Do not apply over glossy varnish type mill coatings without thorough scarification.

15.4 GALVANIZED STEEL – PIPE AND MISCELLANEOUS FABRICATIONS

G. EXTERIOR / (NON-IMMERSION)

G.1 System No. 73-2 Epoxy/High Build Urethane

Surface Preparation: SSPC-SP1 Solvent Cleaning and Scarify by Brush Off Blasting, Hand Sanding, or Chemical Treatment

		DFT-Mils
1st Coat:	66-Color Hi-Build Epoxoline	2.0 – 4.0
2nd Coat:	73-Color Endura-Shield	2.0 – 4.0
		4.0 – 8.0
		Minimum 5.0 Mils

NOTE: Series 66 has excellent adhesion to galvanized steel. This system is highly resistant to abrasion, wet conditions, corrosive fumes, and chemical contact. Provides 2-3 times the color and gloss retention of conventional paints. First coat to be same color as or close to the finish color. Specify Series 1074 Endura-Shield for gloss finish.

H. INTERIOR EXPOSURE (NON IMMERSION)

H.1 System No. 66-6 Polyamide Epoxy

Surface Preparation: SSPC-SP1 Solvent Cleaning and Scarify by Brush Off Blasting, Hand Sanding, or Chemical Treatment

		DFT-Mils
1st Coat:	66-Color Hi-Build Epoxoline	2.0 – 4.0
2nd Coat:	66-Color Hi-Build Epoxoline	2.0 – 4.0
		4.0 – 8.0
		Minimum 5.0 Mils

I. IMMERSION (POTABLE WATER)

I.1 System No. 20-1 Epoxy-Polyamide (Potable Water)

Surface Preparation: Solvent Clean Per SSPC-SP1 & Abrasive Blast per SSPC-SP7

		DFT-Mils
1st Coat:	20-1255 Pota-Pox Primer	4.0 – 6.0
2nd Coat:	20-15BL Pota-Pox Finish	4.0 – 6.0
		8.0–12.0
	Minimum	10.0 Mils

NOTE: Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Substitute Series FC20 for low temperature cure or quick recoat.

15.5 CHAIN-LINK FENCES

J. GALVANIZED STEEL & NON-FERROUS METAL

J.1 System No. 6-2 Oil Based Enamel

Surface Preparation: Surface shall be clean and dry

		DFT-Mils
1st Coat:	80 Galv-Gard	2.5 – 4.0
2nd Coat:	80 Galv-Gard	2.5 – 4.0
		5.0 – 8.0
	Minimum	5.0 Mils

15.6 CONCRETE

K. EXTERIOR – ABOVE GRADE

K.1 System No. 180-1 High Build Acrylic Emulsion – Smooth

Surface Preparation: Surface shall be clean and dry.

		DFT-Mils
1st Coat:	180-Color W.B. Tneme-Crete	4.0 – 6.0*
2nd Coat:	180-Color W.B. Tneme-Crete	4.0 – 6.0*
		8.0 –12.0 Mils
	Minimum	10.0 Mils

*This coating should be spray applied to achieve the recommended DFT. Application by roller would possibly require additional coats to achieve the recommended DFT for the system.

NOTE: Series 180 is a high build decorative acrylic coating in a smooth finish. Substitute Series 181 if a sand texture finish if desired.

K.2 System No. 6-1 Acrylic Emulsion

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
1st Coat: 6-Color Tneme-Cryl	2.0 – 3.0
2nd Coat: 6-Color Tneme-Cryl	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: If semi-gloss finish is desired, use Series 29 Tuf-Cryl as the 2nd coat @ 1.5 – 2.0 mils DFT.

K.3 System No. 156-1 Modified Acrylic Elastomer

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
1st Coat: 156-Color Enviro-Crete	4.0 – 8.0
2nd Coat: 156-Color Enviro-Crete	4.0 – 8.0
	8.0 –16.0
Minimum	10.0 Mils

NOTE: If texture is needed, use 157 Enviro-Crete TX (medium texture). For application over previously applied coatings, use TNEMEC Series 151 Elasto-Grip at 1.0 – 2.5 mils DFT prior to the application of Series 156 Enviro-Crete.

K.4 System No. 100 Concrete Stain

Surface Preparation: The surface must be clean, dry, sound, and free of cracks, and paint.

	SF/Gal/Ct
Sealer: Chemprobe Prime A Pell H_2O	65-200
Concrete Stain: Two coats of Chemprobe Conformal Stain	75-200

L. EXTERIOR – BELOW GRADE

L.1 System No. 46-61 Coal Tar Pitch Solution

Surface Preparation: Surface must be clean and dry. Allow new concrete to cure at least 28 days.

	DFT-Mils
1st Coat: 46-465 H.B. Tnemecol	8.0 –12.0
2nd Coat: 46-465 H.B. Tnemecol	8.0 –12.0
	16.0 - 24.0
Minimum	16.0 Mils

L.2 System No. 46-31 Coal Tar Epoxy

Surface Preparation: Surface shall be clean and dry. Allow New concrete to cure at least 28 days.

	DFT-Mils
One Coat: 46H-413 Hi-Build Tneme-Tar	14.0-20.0

L.3 System No. 100-1 Crystalline Waterproofing

Surface Preparation: Surface to be clean and opened up by Brush Blasting, Acid Etching, or Water Blasting w/Turbo Tips. Surface must be pre-wetted prior to application.

1st Coat: XYPEX Concentrate @ (1.5 #/SY)
2nd Coat: XYPEX Modified @ (1.5 #/SY)

NOTE: This system can be applied to concrete that is still wet or hasn't developed final cure. It can be used where wet surface conditions exist or where there is the potential for water intrusion due to hydrostatic pressure. Application shall be per XYPEX specification manual.

M. INTERIOR EXPOSURE (NON-IMMERSION)

M.1 System No. 6-1 Acrylic Emulsion (Interior/Exterior)

Surface Preparation: Surface shall be clean and dry. Allow concrete to cure for 28 days.

	DFT-Mils
1st Coat: 6-Color Tneme-Cryl	2.0 – 3.0
2nd Coat: 6-Color Tneme-Cryl	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: This system will provide a decorative coating with good exterior durability, color retention, and a high vapor transmission rate. For Semi-Gloss finish, substitute Series 29 Tuf-Cryl for the 2nd coat at 1.5 – 2.0 mils DFT. Apply both the Series 6 & 29 in the same color.

M.2 System No. 66-4 Epoxy-Polyamide (Interior)

Surface Preparation: Surfaces shall be clean and dry. Allow concrete to cure for 28 days.

		DFT-Mils
1st Coat:	66-Color Hi-Build Epoxoline	3.0 – 5.0
2nd Coat:	66-Color Hi-Build Epoxoline	4.0 – 6.0
		7.0–11.0
	Minimum	9.0 Mils

M.3 System No. 84-1 High Solids Glazed Epoxy (Interior)

Surface Preparation: Surfaces shall be clean and dry. Allow concrete to cure for 28 days.

		DFT-Mils
1st Coat:	84-Color Ceramlon II	6.0 – 10.0
2nd Coat:	84-Color Ceramlon II	6.0 – 10.0
		12.0 - 20.0
	Minimum	14.0 Mils

M.4 System No. 113-2 Acrylic Epoxy Semi-Gloss

Surface Preparation: Surface must be clean and dry.

		DFT-Mils
1st Coat:	113-Color Tneme-Tufcoat	4.0 – 6.0
2nd Coat:	113-Color Tneme-Tufcoat	4.0 – 6.0
		8.0 –12.0
	Minimum	8.0 Mils

NOTE: Substitute Series 114 Tneme-Tufcoat for gloss finish. Multiple coats may be required if application is by roller.

N. IMMERSION – POTABLE & NON-POTABLE WATER

N.1 System No. 66-4 Epoxy-Polyamide (Non-Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

		DFT-Mils
1st Coat:	66-Color Hi-Build Epoxoline	4.0 – 6.0
2nd Coat:	66-Color Hi-Build Epoxoline	4.0 – 6.0
		8.0 –12.0
	Minimum	10.0 Mils

NOTE: Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer. First coat should be spray applied and backrolled.

N.2 System No. 104-5 High Solids Epoxy (Non-Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

		DFT-Mils
1st Coat:	104-1255 H.S. Epoxy Primer	6.0 – 10.0
2nd Coat:	104-Color H.S. Epoxy	6.0 – 10.0
		12.0 - 20.0
	Minimum	14.0 Mils

NOTE: Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer. First coat should be spray applied and backrolled.

N.3 System No. 46-31 Coal Tar-Epoxy (Non-Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

		DFT-Mils
One Coat:	46H-413 Hi-Build Tneme-Tar	14.0 – 20.0

NOTE: May be applied in a two-coat application. Review critical recoat time if utilized. Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer.

N.4 System No. 20-2 Epoxy-Polyamide (Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

		DFT-Mils
1st Coat:	20-1255 Pota-Pox	4.0 – 6.0
2nd Coat:	20-15BL Pota-Pox Finish	4.0 – 6.0
		8.0 –12.0
	Minimum	10.0 Mils

NOTE: This system meets American Water Works Association AWWA D 102Inside System No. 1. Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard

Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer. (NSF Standard 61 approved). Substitute Series FC20 for low temperature cure or quick recoats.

N.5 System No. N140-2 Epoxy-Polyamidoamine (Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

	DFT-Mils
1st Coat: N140-1255 Pota-Pox Plus	6.0 – 8.0
2nd Coat: N140-15BL Pota-Pox Plus	6.0 – 8.0
	12.0-16.0
Minimum	14.0 Mils

NOTE: Series N140 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer. (NSF Standard 61 approved). First coat should be sprayed and backrolled.

N.6 System No. 264-1 Elastomeric Polyurethane

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13 (Surface Preparation of Concrete)

	DFT-Mils
Primer: 20-15BL (Tank White)	5.0
Coating: 264 Elasto-Shield (Black)	60.0 ±
	65.0 Mils

NOTE: This system is NSF Certified for Potable Water. This flexible liner can be used to rehab tanks with leaks. Multiple passes may be required to achieve the desired thickness that can range from 50-100 mils. See Elasto-Shield Application Guide for detailed instructions.

O. INTERIOR EXPOSURE (NON-IMMERSION) OVER EXISTING COATINGS

O.1 System No. 6-1 Acrylic Emulsion

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
1st Coat: 6-Color Tneme-Cryl	2.0 – 3.0
2nd Coat: 6-Color Tneme-Cryl	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: If semi-gloss finish is desired, use Series 29 Tuf-Cryl as the 2nd Coat @ 1.5 – 2.0 mils DFT.

O.2 System No. 113-1 Acrylic-Epoxy Semi-Gloss

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
1st Coat: 113-Color Tneme-Tufcoat	2.0 – 3.0
2nd Coat: 113-Color Tneme-Tufcoat	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: This system will provide high performance and can be applied directly over existing coatings without lifting. Can be used when low odor is required during application. Specify Series 114 Tneme-Tufcoat for Gloss Finish. This coating can be spray applied in a single coat at 4.0 – 6.0 mils DFT.

15.7 CONCRETE FLOORS

P. EPOXY FLOOR COATING

P.1 System No. 205-1 Epoxy-Polyamide

Surface Preparation: Allow concrete to cure 28 days. Acid Etch or Brush Off Blast Cleaning per SSPC-SP13.

	DFT-Mils
1st Coat: 205 Terra-Tread FC	3.0 – 5.0
2nd Coat: 205 Terra-Tread FC	3.0 – 5.0
	6.0–10.0
Minimum	6.0 Mils

NOTE: This system will provide a durable, longwearing coating that bonds tightly to concrete and stands up under heavy foot traffic, frequent cleaning, and spillage of water, oil, grease, or chemical. For floors exposed to the sun, add a 3rd coat of Tnemec Series 291 CRU at 2.0 – 3.0 mils DFT.

NOTE: For a skid resistant finish broadcast 50 mesh dry washed silica sand into the 1st coat.

P.2 System No. 287-1 Waterborne Epoxy-Amine

Surface Preparation: Allow concrete to cure 28 days. Acid Etch or Brush Off Blast Cleaning per SSPC-SP13.

	DFT-Mils
1st Coat: 287-Color Enviro-Tread	2.0 – 4.0
2nd Coat: 287-Color Enviro-Tread	2.0 – 4.0
	4.0 – 8.0
Minimum	5.0 Mils

NOTE: For a non-skid finish, add 287-300C skid resistance sand into the first coat. For floors exposed to the sun add a 3rd coat of Tnemec Series 291-CRU at 2.0 – 3.0 mils DFT.

P.3 System No. 291-12 Epoxy/Urethane

Surface Preparation: Allow concrete to cure 28 days. Acid Etch or Brush Off Blast Cleaning per SSPC-SP13.

	DFT-Mils
1st Coat: 66-Color Hi-Build Epoxoline	2.0 – 3.0
2nd Coat: 66-Color Hi-Build Epoxoline	2.0 – 3.0
3rd Coat: 291-Color CRU	2.0 – 3.0
	6.0 – 9.0
Minimum	7.0 Mils

NOTE: This system offers a hard, chemically resistant floor coating with excellent flow properties and color and gloss retention.

P.4 System No. 280-1 High Build Polyamine-Epoxy Glaze Floor

Surface Preparation: Allow concrete to cure 28 days. Abrasive Blast Cleaning (Refer to Installation Guide of manufacturer.)

	DFT-Mils
1st Coat: 201 Epoxoprime	6.0 – 8.0
2nd Coat: 280 Tneme-Glaze	6.0 – 8.0
3rd Coat: 280 Tneme-Glaze	6.0 – 8.0
	18.0 –24.0
Minimum	18 Mils

Please refer to manufacturer's Installation Guide and Technical Data for proper installation.

P.5 System No. 237/281 Double Broadcast Flooring (Non-Slip)

Surface Preparation: Abrasive Blast Cleaning (Refer to Installation Guide of manufacturer.)

	DFT-Mils
1st Coat: 201 Epoxoprime	6.0 – 8.0
2nd Coat: 237 Power-Tread	1/8" (2 cts. @ 1/16" each)
3rd Coat: 280 Tneme-Glaze	8.0 –12.0
	Minimum ¼"+

Please refer to manufacturer's Installation Guide and Technical Data for proper installation.

P.6 System No. 222/284 Multi-Color Quartz Broadcast Floor and Cove Base

Surface Preparation: Abrasive blast cleaning (Refer to Tnemec Surface Preparation and Installation Guide).

	DFT-Mils
1st Coat: 222 Deco-Tread	1/8" (2 cts. @ 1/16" each)
2nd Coat: 284 Deco-Clear	8.0-10.0
	Total 1/8" +

15.8 POROUS MASONRY

Q. EXTERIOR/INTERIOR EXPOSURE

Q.1 System No. 180-2 Acrylic Emulsion – Smooth

Surface Preparation: Surface shall be clean and dry.

	DFT-Mils
Block Filler: 54-562 Modified Epoxy Masonry Filler	80 SF/Gal
1st Coat: 180-Color W.B. Tneme-Crete	4.0 – 8.0
2nd Coat: 180-Color W.B. Tneme-Crete	4.0 – 8.0
	8.0 -16.0*

*Total DFT of topcoats only

NOTE: Also available in Series 181 in a sand finish. The Series 180 has to be spray applied to achieve recommended dry film thickness application; by roller would require additional coats.

Q.2 System No. 6-2 Acrylic Emulsion, Low Sheen

Surface Preparation: Surface shall be clean and dry.

	DFT-Mils
Block Filler: 54-562 Modified Epoxy Masonry Filler	80 SF Gal
1st Coat: 6-Color Tneme-Cryl	2.0 – 3.0
2nd Coat: 6-Color Tneme-Cryl	2.0 – 3.0
	*4.0 – 6.0

*Total dry film thickness of topcoats only.

NOTE: This system will fill the block and provide a sealed surface. For semi-gloss finish, use Series 29 Tufcryl (SG) for the 2nd coat @ 1.5 – 2.0 mils DFT.

Q.3 System No. 66-15 Epoxy-Polyamide (Interior)

Surface Preparation: Surface shall be clean and dry.

	DFT-Mils
Block Filler: 54-660 Epoxy Masonry Filler	100 SF Gal
1st Coat: 66-Color Hi-Build Epoxoline	4.0 – 6.0
2nd Coat: 66-Color Hi-Build Epoxoline	4.0 – 6.0
	*8.0–12.0

*Total dry film thickness of topcoats only.

NOTE: Block filler is a polyamide epoxy designed for high moisture.

Q.4 System No. 104-6 High Solids Epoxy (Interior Only)

Surface Preparation: Surface to be clean and dry.

	DFT-Mils
1st Coat: 104-Color H.S. Epoxy	6.0 – 10.0
2nd Coat: 104-Color H.S. Epoxy	6.0 – 10.0
	12.0 – 20.0
	Minimum 14.0 Mils

NOTE: The surface will be tile-like for easy cleaning and will provide protection against chemical attack, corrosive fumes, and high humidity and wash down. Spray and backroll first coat to fill porosity.

Q.5 System No. 113-1 Acrylic-Epoxy Semi-Gloss (Interior Only)

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
Block Filler: 54-562 Modified Epoxy Masonry Filler	80 SF/Gal
1st Coat: 113-Color Tneme-Tufcoat	4.0 – 6.0
2nd Coat: 113-Color Tneme-Tufcoat	4.0 – 6.0
	8.0-12.0

NOTE: Series 113 can be spray applied @ 4.0 – 6.0 mils DFT. Application by brush and roller will require additional coats.

NOTE: Series 113 Tneme-Tufcoat has very low odor and can be used when painting in occupied areas. Specify Series 114 Tneme-Tufcoat for a gloss finish.

Q.6 System No. 156-1 Modified Acrylic Elastomer (Exterior)

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
Block Filler: 54-562 Modified Masonry Filler	80 SF/Gal
1st Coat: 156-Color Enviro-Crete	4.0 – 8.0
2nd Coat: 156-Color Enviro-Crete	4.0 – 8.0
	8.0–16.0
	Minimum 10.0 Mils (For 2nd & 3rd Coats)

NOTE: If texture is needed, use 157 Enviro-Crete TX (medium texture). For application over previously applied coatings, use TNEMEC 151 Elasto-Grip at 1.0 – 2.5 mils DFT in place of the 54-562 block filler.

15.9 GYPSUM WALLBOARD

R. INTERIOR EXPOSURE

R.1 System No. 113-5 Acrylic-Epoxy

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
1st Coat: 51-792 PVA Sealer	1.0 – 2.0
2nd Coat: 113 H.B. Tneme-Tufcoat	2.0 – 3.0
3rd Coat: 113 H.B. Tneme-Tufcoat	2.0 – 3.0
	5.0 – 7.0
Minimum	6.0 Mils

NOTE: Series 113 can be spray applied in a single coat at 4.0 – 6.0 mils DFT. Substitute Series 114 if a gloss finish is desired.

R.2 System No. 66-22 Hi-Build Epoxoline

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
1st Coat: 51-792 PVA Sealer	1.0 – 2.0
2nd Coat: 66-Color Hi-Build Epoxoline*	4.0 – 6.0
	5.0 – 8.0
Minimum	5.0 Mils +

NOTE: *Two coats may be required if applied by roller.

R.3 System No. 6-1 Acrylic Emulsion, Low Sheen (Interior / Exterior Exposure)

Surface Preparation: Surface must be clean and dry.

	DFT-Mils
1st Coat: 6-Color Tneme-Cryl	2.0 – 3.0
2nd Coat: 6-Color Tneme-Cryl	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: This system is designed for mild use areas like office walls, laboratory ceilings, stairwells, etc. For semi-gloss finish, use Series 29 Tufcryl at 1.5 – 2.0 mils DFT.

15.10 WOOD

S. EXTERIOR/INTERIOR EXPOSURE

S.1 System No. 23-4 Alkyd Semi-Gloss

Surface Preparation: Surface shall be clean and dry.

	DFT-Mils
1st Coat: 36-603 Undercoater	2.5 – 3.5
2nd Coat: 23 Enduratone	1.5 – 3.5
3rd Coat: 23 Enduratone	1.5 – 3.5
	5.5–10.5
Minimum	6.0 Mils

NOTE: Specify Series 2H Hi-Build Tneme-Gloss for High Gloss finish.

S.2 System No. 6-5 Acrylic Latex

Surface Preparation: Surface shall be clean and dry.

	DFT-Mils
1st Coat: 36 Undercoater	2.0 – 3.5
2nd Coat: 6-Color Tneme-Cryl	2.0 – 3.0
3rd Coat: 6-Color Tneme-Cryl	2.0 – 3.0
	6.0 – 9.5
Minimum	7.5 Mils

NOTE: Substitute Series 29 Tufcryl for the third coat at 1.5 – 2.0 mils DFT if semi-gloss finish is desired.

15.11 PVC PIPE

T. EXTERIOR OR INTERIOR

T.1 System No. 73-23 Epoxy-Polyamide

Surface Preparation: Solvent clean per SSPC-SP1 & Scarify by Brush Blast or Hand Sanding.

	DFT-Mils
1st Coat: 66-Color Hi-Build Epoxoline	2.0 – 3.0
2nd Coat: 73 Endura-Shield	2.0 – 3.0
Total	4.0 – 6.0
Minimum	5.0 Mils

15.12 INSULATED PIPE

U. INTERIOR EXPOSURE

U.1 System No. 6-1 Acrylic Emulsion, Low Sheen

Surface Preparation: Surface shall be clean and dry.

	DFT-Mils
1st Coat: 6-Color Tneme-Cryl	2.0 – 3.0
2nd Coat: 6-Color Tneme-Cryl	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: For semi-gloss finish, use Series 29 Tufcryl for the 2nd coat.

15.13 HIGH HEAT COATING

V. EXTERIOR/INTERIOR EXPOSURE

V.1 System No. 39-2 Silicone Aluminum (1200° F Maximum)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning – 1.0 Mil Surface Profile

	DFT-Mils
1st Coat: 39-1261 Silicone Aluminum	1.0 – 1.5
2nd Coat: 39-1261 Silicone Aluminum	1.0 – 1.5
	2.0 – 3.0
Minimum	2.0 Mils

NOTE: Coating must be heat cured @ 400° F for 1 hour.

V.2 System No. 39-4 Silicone Aluminum (600° F Maximum)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning – 1.0 Mil Surface Profile

	DFT-Mils
1st Coat: 39-661 Silicone Aluminum	1.0 – 1.5
2nd Coat: 39-661 Silicone Aluminum	1.0 – 1.5
	2.0 – 3.0
Minimum	2.0 Mils

NOTE: Coating must be heat cured @ 400° F for 1 hour.

V.3 System No. 90E-92 Inorganic Zinc (750° F Max)

Surface Preparation: SSPC-SP10 Near White Metal Blast Cleaning

	DFT-Mils
Coating: 90E-02 Tneme-Zinc	2.0 – 3.5

NOTE: Coating will have a greenish gray color but will not require curing at elevated temperatures.

15.14 SURFACES EXPOSED TO H_2S/H_2SO_4 (SEVERE EXPOSURE/IMMERSION)

W. CEMENTITIOUS SURFACES

W.1 System No. 120-1 Vinyl Ester (Concrete)

Surface Preparation: Abrasive blast clean per SSPC-SP13 to remove all laitance, fines, and contamination.

		DFT-Mils
1st Coat:	120-5002 Vinester Primer	6.0 – 10.0*
2nd Coat:	120-5003 Vinester F&S	As Required**
3rd Coat:	120-5002 Vinester Primer	12.0 – 18.0
4th Coat:	120-5001 Vinester Topcoat	12.0 – 18.0
		30.0 - 46.0
	Minimum	36.0 Mils +

NOTES:
*First coat to be applied by roller application or spray applied followed by backrolling.

**All surface voids, cracks, pinholes, and other defects must be filled flush with the adjacent surfaces by putty knife, trowel, float, squeegee, or other suitable method.

X. FERROUS METAL SURFACES

X.1 System No. 120-2 Vinyl Ester (Steel)

Surface Preparation: SSPC-SP5 White Metal Blast Cleaning
(3.0 Mil Profile)

		DFT-Mils
1st Coat:	120-5002 Vinester Primer	12.0 – 18.0
2nd Coat:	120-5001 Vinester Topcoat	12.0 – 18.0
		24.0 – 36.0
	Minimum	30.0 Mils

NOTE: Application of a stripe coat to all weld seams and plate edges is recommended.

15.15 EXTERIOR OF PRESTRESSED CONCRETE TANKS

Z.1 System No. 156-3 (New Tanks)

Surface Preparation: Surface to be clean and dry.

	DFT-Mils
1st Coat: 156-Color Envirocrete	4.0 – 6.0
2nd Coat: 156-Color Envirocrete	4.0 – 6.0
	8.0–12.0
Minimum	10.0 Mils

Z.2 System No. 180-3 (New Tanks)

Surface Preparation: Surface to be clean and dry.

	DFT-Mils
1st Coat: Thoroseal or equal	1/16"
2nd Coat: 180 W.B. Tneme-Crete	2.0-4.0
3rd Coat: 180 W.B. Tneme-Crete	2.0-4.0
	1/16"+

Z.3 System No. 6-6 (New Tanks)

Surface Preparation: Surfaces to be clean and dry.

	DFT-Mils
1st Coat: Thoroseal or equal	1/16"
2nd Coat: 6-Tneme-Cryl	2.0-3.0
3rd Coat: 6 Tneme-Cryl	2.0-3.0
	1/16"+

Z.4 System No. 156-4 Existing Tanks (Previously Painted)

Surface Preparation: Remove all dirt, oil, grease, chalk, and loose paint per High Pressure Water Blast (Min 3500 PSI).

		DFT-Mils
1st Coat:	151 Elasto-Grip	1.0–2.5
Stripe Coat:	Stripe all hairline cracks with a Brushed coat of Series 156 Envirocrete	3.0–5.0
Topcoat:	156-Envirocrete	4.0–6.0
	(Cracks)	8.0–13.5
	(Other)	5.0– 8.5

Z.5 System 180-4 Existing Tanks (Previously Painted)

Surface Preparation: Remove all dirt, oil, grease, chalk, and loose paint per High Pressure Water Blast (Min 3500 PSI).

		DFT-Mils
Stripe Coat:	180 W.B. Tneme-Crete Applied by roller to all Visible cracks	2.0-4.0
1st Coat:	180 W.B. Tneme-Crete	2.0-4.0
2nd Coat:	180 W.B. Tneme-Crete	2.0-4.0
		4.0-8.0
	Minimum 5.0 mils (2 coats)	

NOTE: May be spray applied in a single coat at 4.0 – 8.0 mils.

15.16 SECONDARY CONTAINMENT AREAS

AA.1 System No. 61-4 Epoxy Polyamide (For Fuel Oils)

Surface Preparation: Surface shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP7 (Brush Off Blast).

		DFT-Mils
Primer:	61-5002 Tneme-Liner (Beige)	4.0 – 6.0
Topcoat:	61-5001 Tneme-Liner (Gray)	4.0 – 6.0
		8.0–12.0
	Minimum	10.0 Mils

NOTE: This system will provide excellent resistance to most chemicals including petrochemicals. Use Tnemec Series 63-1500 between coats as a filler and surfacer wherever it is required.

AA.2 System No. 61-1 Amine Epoxy (For Caustics)

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP6 (Brush Off Blast).

		DFT-Mils
Primer:	61-5002 Tneme-Liner (Beige)	8.0 – 12.0
Topcoat:	61-5001 Tneme-Liner (Gray)	8.0 – 12.0
		16.0 - 24.0

NOTE: This system offers superior chemical resistance to a wide range of chemicals. Use Tnemec Series 63-1500 between coats as a filler and surfacer wherever it is required.

AA.3 System 262-1 Flexible Polyurethane

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP7 (Brush Off Blast).

		DFT-Mils
Primer:	66 Hi-Build Epoxoline	5 Mils
Coating:	262 Elasto-Shield (Black)	50 Mils
	Total	55

NOTE: Multiple passes may be required to achieve recommended film thickness. See Elasto-Shield Application Guide for additional instructions. This product is only available in black. Repair all cracks, bugholes, and spalled areas with Series 265 Elasto-Shield TG prior to application of Series 262.

AA.4 System No. 120-3 Vinyl Ester (For Acids)

Surface Preparation: Abrasive blast clean per SSPC-SP13.

		DFT-Mils
Filler Surfacer:	120-5003 Vinester F & S	as Required
1st Coat:	120-5002 Vinester Primer	15.0-18.0
2nd Coat:	120-5001 Vinester Topcoat	15.0-18.0
		30.0-36.0
	Minimum	30.0 Mils

NOTES: Use 120-5003 Vinester F & S to fill all cracks, bugholes, and other surface voids, and smooth all rough areas.

AA.5 System No. 275 Fiber Reinforced Novolac Epoxy

Surface Preparation: Allow new concrete to cure 28 days. Abrasive blast clean per SSPC-SP13.

Filler Surfacer: Fill all voids with Tnemec Series 201 Epoxoprime mixed with fumed silica.

Prime Coat: Tnemec Series 201 Epoxoprime @ 6.0 – 8.0 mils DFT.

Body Coat: Tnemec Series 275 Stranlok (Fiber Reinforced Novolac Epoxy) applied by spray or trowel at 30-35 mils DFT.

Topcoat: Tnemec Series 282 Tneme-Glaze (Novolac Epoxy) applied at 6.0 – 8.0 mils DFT.

15.17 CLEAR WATER REPELLENT FOR CONCRETE, MASONRY & BRICK

BB.1 Silane/Siloxane Sealer (Water Based)

Surface Preparation: Allow new concrete to cure 28 days. Clean surfaces to be sealed by abrasive blasting or waterblasting.

COATING: BRICK, CONCRETE
Chemprobe PRIME A PELL H_2O . . . . . 125-200 SF/GAL

SPLIT FACED OR POROUS MASONRY
Chemprobe PRIME A PELL H_2O. . . . . 65-100 SF/GAL

BB.2 Silane/Siloxane Sealer w/Concrete Stain

Sealer: Chemprobe Prime A Pell H_2O 65-200 SF/Gal

Concrete Stain: Two Coats of Chemprobe Conformal Stain 75-200 SF/Gal/Ct

15.18 MANHOLES, WET WELLS & LIFT STATIONS

CC.1 System No. 120-1 Vinyl Ester

Surface Preparation: Abrasive blast clean to remove all laitance, fines, and contamination.

		DFT-Mils
1st Coat:	120-5002 Vinester Primer	6.0 – 10.0*
2nd Coat:	120-5003 Vinester F&S	As required**
3rd Coat:	120-5002 Vinester Primer	12.0 – 18.0
4th Coat:	120-5001 Vinester Topcoat	12.0 – 18.0
		30.0 – 46.0
	Minimum	36.0 Mils +

*First coat to be applied by roller application or spray applied followed by backrolling.

**All surface voids, cracks, pinholes, and other defects must be filled flush with the adjacent surfaces by putty knife, trowel, float, squeegee, or other suitable method.

CC.2 System No. 100-1 Crystalline Waterproofing

Surface Preparation: Surface to be clean and roughened by Brush Blasting, Acid Etching, or High Pressure Water Blasting (3500 PSI) with turbo tips.

1st Coat: XYPEX Concentrate @ (1.5#/SY) – 1/16"±
2nd Coat: XYPEX Modified @ (1.5#/SY) – 1/16"±

NOTE: This system can be applied to concrete that is still wet or hasn't developed final cure. It can be used where wet surface conditions exist or where there is the potential for water intrusion due to hydrostatic pressure.

15.19 CANAL PIPE CROSSINGS

DD.1 System 90-97 Zinc/Epoxy/Urethane for New Pipe or Pipe Requiring Removal of Existing Coatings

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

		DFT-Mils
Primer:	90-97 Tneme-Zinc	2.5 – 3.5
2nd Coat:	66-Color Hi-Build Epoxoline	2.0 – 3.0
3rd Coat:	73-Color Endura-Shield	2.0 – 3.0
		6.5 – 9.5
	Minimum	8.0 Mils

DD.2 System No. 135-2 High Build, High Gloss Urethane for Marginally Cleaned Surfaces or Topcoating Over Existing Systems

Surface Preparation: High Pressure Water Blast (Min 3500 PSI) or Solvent Clean (SSPC-SP1) and Spot Hand and Power Tool Clean (SSPC-SP2 & 3) or Brush Blast (SSPC-SP7). Existing coatings must be clean, dry, and tightly adhering prior to application of coatings.

		DFT-Mils
Spot Primer:	135 Chembuild	3.0 – 4.0 (Spots)
Tie Coat:	135 Chembuild	3.0 – 4.0
2nd Coat:	73-Color Endura-Shield	2.0 – 3.0
		5.0 – 7.0
	Minimum	5.0 Mils

NOTE: A test Patch is always recommended to insure proper adhesion to existing coatings without lifting of existing coatings.

15.20 REPAINTING OF METAL BUILDING PANELS

EE.1 Exterior of Metal Building Panels

Surface Preparation: Pressure clean (3000 PSI) and spot SP2 & 3 Hand and Power Tool Cleaning.

		DFT-Mils
Spot Primer:	135 Chembuild	3.0 – 5.0
1st Coat:	30 Spra-Saf EN	2.0 – 4.0
2nd Coat:	30 Spra-Saf EN	2.0 – 4.0
		4.0 – 8.0
	Minimum	4.0 Mils

NOTE: Test patch is strongly recommended.

EE.2 Exterior Miscellaneous Metal Trim

Surface Preparation: Pressure clean (3000 PSI) or solvent clean per SSPC-SP1. Spot SP2 & 3 Hand & Power Tool Cleaning.

		DFT-Mils
Spot Primer:	135 Chembuild	2.0 – 4.0
Tie Coat:	135 Chembuild	2.0 – 4.0
Topcoat:	73 Endura-Shield	2.0 – 3.0
	Total	4.0 – 7.0

NOTE: Test patch is strongly recommended.

COATING SCHEDULE

SUBSTRATE	SUBSTRATE & SERVICE 3rd Clarifier	SURFACE PREPARATION	COAT [SERIES # (DFT-MILS)]			
			1st CT	2nd CT	3rd CT	4th CT
C.5	Carbon Steel and Pipe (Immersion and Below Grade)	SSPC-SP10	46-413 (8.0-10.0)	46-413 (8.0-10.0)		
F.1	Above Grade Pipe	Surface shall be clean and dry	66 (3.0-4.0)	66 (3.0-4.0)	73 (2.0-3.0)	
K.1	Building Interior Walls and Floors	Surface shall be clean and dry	180 (4.0-8.0)	180 (4.0-8.0)		
Q.1	Building Exterior Walls	Surface shall be clean and dry	54-562 (80 sf/gal)	180 (4.0-8.0)	180 (4.0-8.0)	

END OF SECTION

SECTION 11210

PUMPS – GENERAL

PART 1 – GENERAL

1.01 WORK INCLUDED - DESCRIPTION

A. Scope of Work: Furnish all labor, materials, equipment and incidentals required to install complete and ready for operation all pumps related equipment specified in Division 11 and Division 15.

B. Except as specified to the contrary in the specific pump specifications, this specification shall be complied with for all pumping units.

C. Related Work Described Elsewhere:

1. Shop Drawings: Section 01340.

2. Material and Equipment: Section 01600.

3. Start-up: Section 01650.

4. Operations and Maintenance Data: Section 01730.

5. Warranties and Bonds: Section 01740.

6. Painting: Division 9.

7. Equipment: Division 11.

8. Pipe and Pipe Fittings: Division 15.

9. Valve and Specialties - General: Division 15.

10. General Mechanical Requirements: Section 15000.

11. Instrumentation: Division 13 and respective equipment sections.

12. Motors and Starters: Division 16.

D. General Design: Refer to respective sections of the specifications.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. The pumping units specified herein are to be standard pumping units for the intended service and shall be the product of a fully experienced, reputable and qualified manufacturer. The manufacturer shall supply the Engineer with information pertaining to three (3) installations where equipment of the specific type, size and function have been in operation for not less than five (5) years with the shop drawing submittal. The information shall contain items as follows:

a. Installation name and location.
b. Date of installation of equipment.
c. Date of start up of equipment.
d. Personnel at installation which can be contacted with telephone numbers and extensions.

2. The Supplier shall supply the services of a qualified factory-trained service representative for a period specified under the individual equipment specifications. The representative shall inspect the completed equipment installation to ensure that it meets with the manufacturer's recommendations. Any adjustments or modifications shall be made, at not additional cost to the Owner, to place the equipment in trouble-free operation.

B. Equipment Manufacturer: Refer to respective sections of the contract documents.

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. The Contractor to conform shop drawings to Section 01340 and as required below.

2. The Contractor shall submit the following to the Engineer for approval in accordance with Section 01340:

a. Manufacturer's literature, illustrations and applicable data for the individual pumps, including the total weight of the equipment and the weight of the single largest item.
b. Manufacturer's certified curves illustrating pump characteristics of head, discharge, brake horsepower, efficiency, required net positive suction head, and available suction lift.

1) Curves shall be submitted on eight and one-half inch by 11 inch (8-1/2" x 11") sheets, at as large a scale as is practical.

Curves shall be plotted from no flow at shut off head to maximum pump runout head and gallonage allowed by the manufacturer. Curves for variable speed pumps shall be provided for maximum running, full load RPM as specified, and a minimum of four (4) other curves of equal speed increments not inclusive of O RPM (i.e., 1760, 1408, 1056, 704, 352).

2) Points of operation which cause bearing stress or shaft deflection in excess of the manufacturer's tolerances for continuous operation shall be indicated on the submitted curves.

c. The shop drawings shall include details of pump assembly, installation layouts, procedures, types of materials used in pump construction, details on all pump accessories, and dimensions of major components. Where applicable, and pumps are provided as part of a complete package inclusive of controls, control diagrams shall be provided.

d. A complete total bill of materials for all equipment.

e. A list of manufacturer's recommended spare parts to be supplied, with the manufacturer's current price for each item. Include O-rings, seals, etc. on the list. List bearings by the bearing manufacturer's name and numbers only.

f. Pumping equipment, requiring special tools for maintenance, shall be provided with one set of tools labeled, packed with instructions for use, and housed in a metal tool box with lock end hoop for each two units provided.

g. Motor data shall be submitted in accordance with the specific equipment specification and Section 16175.

B. Operating and Maintenance Instructions: For all pumps furnished under this Section, the Contractor shall submit operation and maintenance manuals in accordance with requirements of Section 01730 to include, at a minimum, the following:

1. Equipment function.

2. Description.

3. Normal and limiting operating characteristics.

4. Installation instructions (assembly, alignment and adjustment procedures).

5. Operation instructions (normal start up and shut down procedures, normal operating conditions and emergency situations).

6. Lubrication and maintenance instructions.

7. Troubleshooting guide.

8. Parts list and predicted life of parts subject to wear.

9. Drawings - cross sectional view, assembly and wiring diagrams.

10. Performance curves.

C. Factory Performance Test Data:

1. After acceptance of pump shop drawings, factory performance test data will be submitted for approval on each pumping unit. Duplicate units require factory testing for only specified flow and head conditions, unless otherwise specified under the specific pump specification. Tests conducted in accordance with these specifications on similar units within 24 months may be submitted in lieu of tests on the actual units to be supplied.

2. Test shall be certified by a registered professional engineer.

3. Tests shall be in accordance with the standards of the Hydraulic Institute including head, capacity, brake horsepower, pump efficiency and NPSH.

D. Certifications: The Contractor shall furnish the Engineer with a written certification signed by the manufacturer's representative that the equipment has been properly installed and lubricated, is in accurate alignment, is free from undue stress imposed by piping or mounting bolts, and has been operated under full load conditions and that satisfactory operation has been obtained. Refer to Section 01650 for more details.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Refer to Section 01600.

B. Finished surfaces of all exposed pump openings shall be protected by wooden blanks.

C. After hydrostatic or other tests, all entrapped water shall be drained prior to shipment, and proper care shall be taken to protect parts from the entrance of water during shipment, storage, and handling.

D. Each box or package shall be properly marked to show its net weight in addition to its contents.

E. For equipment such as pumping units, which require field alignment and connections, the Contract shall provide the services of the equipment manufacturer's qualified mechanic, millwright, machinist, or authorized representative, to align the pump and motor prior to making piping connections or anchoring the pump base.

F. Precision gauges and levels shall be used in setting all equipment. All piping and equipment shall be perfectly aligned, horizontally and vertically. Tolerances for piping and equipment installation shall be one-half inch (1/2") in 30 foot (30') horizontal and vertical. All valves and operators shall be installed in the position shown on the plans or as directed by the Engineer if not shown.

1.05 WARRANTY AND GUARANTEES

A. Refer to Section 01740.

B. Certifications: The Contractor shall furnish the Engineer with a written certification signed by the manufacturer's representative, in accordance with Section 01650, that the installed equipment:

1. Has been installed per manufacturer's requirements.

2. Has been lubricated per manufacturer's instructions.

3. Has been accurately aligned and proper running clearance set.

4. Is free from undue stress imposed by piping or mounting bolts.

5. Suction lines and seal water lines have been flushed and all debris removed prior to startup.

6. Is ready to be operated on a continuous basis, and is free from any known defects.

C. The nominal nameplate horsepower rating for the motors at their rated speed shall not be exceeded by the driven equipment at any point of operation on it characteristics curve.

PART 2 – PRODUCTS

2.01 GENERAL

A. The equipment covered by these Specifications shall be designed, constructed, and installed in accordance with the best practice and methods.

B. All parts shall be so designed and proportioned as to have liberal strength and stiffness, and to be especially adapted for the work to be done. Ample room and facilities shall be provided for inspection, repairs and adjustment.

C. Pump bases shall be rigidly and accurately anchored into position, precisely leveled and aligned, so that the completed installation is free from stress or distortion. All

necessary foundation bolts, plates, nuts and washers shall be furnished and installed by the Contractor and conform to the recommendations and instructions of the equipment manufacturer. Anchor bolts, nuts, and washers shall be stainless steel unless noted otherwise. Grouting under bases after the equipment is set is included as work under this Section. Pumps and pump bases shall have adequate provisions to collect drainage and conduct it away to nearest drain.

D. Data Plates:

1. Stainless steel pump nameplates giving the name of the manufacturer, the rated capacity, head, speed and any other pertinent data shall be attached to each pump.

2. Stainless steel motor nameplates giving the name of the manufacturer, serial number, model number, horsepower, speed, voltage, amperes and all other pertinent date shall be attached to each motor.

E. All pumps shall be designed and built for 24-hour continuous service at any and all points within the specified range of operation, without overheating, without cavitation, and without excessive vibration or strain.

2.02 SPARE PARTS (TO BE SUPPLIED IN ACCORDANCE W/MANUFACTURER RECOMMENDATIONS)

PART 3 – EXECUTION

3.01 INSTALLATION

A. Installation of pumping equipment by the Contractor shall be in strict accordance with the respective manufacturer's instructions and recommendations in the locations shown on the Drawings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations.

B. The Contractor shall furnish and install four and one-half inch (4-1/2") oil dampened pressure gauges on all pump discharge volutes with isolators and isolation valves. Where it is not practical to mount pressure gauges on pump volutes, gauges shall be mounted in the discharge piping. See Division 15.

3.02 SHOP PAINTING

A. Shop Painting is specified in Division 9.

3.03 FIELD PAINTING

A. Field painting is specified under Section 09900.

B. All nameplates shall be properly protected during painting.

3.04 INSPECTION AND TESTING

A. After all pumps have been completely installed the Contractor shall conduct, in the presence of the Engineer, field tests to indicate that pump efficiency and discharge conform to the Specifications. Field tests shall include all pumps included under this Division. The Contractor shall supply all oil, grease, electric power, water, wastewater, chemical solutions and all other material necessary to complete the field tests.

B. If the pump performance does not meet the Specifications, corrective measures shall be immediately taken by the manufacturer, or pumps shall be removed and replaced with pumps which satisfy the conditions specified, without cost to the Owner.

C. The components of each seal lubricating system shall be completely tested by the Contractor in the presence of the Engineer. Any component parts which are damaged as a result of testing or which fail to meet requirements of this Specification shall be replaced, reinstalled and retested at the Contractor's expense.

D. The pumps and motors shall be designed and constructed to avoid the generation of objectionable noise or vibration. The sound pressure level at full load shall not exceed 85 (A Scale) decibels above 300 cycles when measured at a point not exceeding five feet (5') from the motor. Mufflers or external baffles will not be accepted. When operating at any point or vertical plane at the top of the motor shall not exceed hydraulic institute standards.

E. Field Testing:

1. Upon completion of all the mechanical work, the Contractor shall conduct testing as specified herein to demonstrate that the equipment performs in accordance with all specifications.

2. The Contractor shall perform initial testing of the equipment insuring to himself that the tests listed in the Demonstration Test paragraph below can be completed.

3. The Demonstration Test shall demonstrate that all items of these Specifications have been met by the equipment, as installed, and shall include the following tests.

a. That the pumps can deliver specified pressure and quantity at rated efficiency.
b. That the pump controls perform satisfactorily (where pump control combinations are supplied).

4. In the event that the equipment does not meet the Demonstration Test, the Contractor shall, at his own expense, make such changes and adjustments in the equipment which he deems necessary and shall conduct further tests until written certification is received from the Engineer.

5. The data shall include the following:

a. A vibration survey.
b. Motor current and amp load.
c. Certified alignment.

END OF SECTION

SECTION 11211

HORIZONTAL SPLIT CASE HIGH SERVICE PUMPS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work

1. Furnish all labor, materials, equipment and incidentals required to install two (2) new horizontal split case pumping units complete with drive motors, couplings, bases, variable frequency drives and pressure control system.

2. These Specifications are intended to give a general description of what is required but do not cover all details which will vary in accordance with the requirements of the equipment furnished. They are, however, intended to cover the furnishing, shop testing, delivery and complete installation and field testing of all materials equipment and appurtenances for the complete pumping systems herein specified, whether specifically mentioned in the Specifications or not.

3. For all units there shall be furnished and installed all necessary and desirable accessory equipment and auxiliaries whether specifically mentioned in these Specifications or not. This installation shall incorporate the highest standards for the type of service shown on the drawings including field testing of the entire installation and instruction of the regular operating personnel in the care, operation and maintenance of all equipment.

B. Related Work Described Elsewhere

1. General Requirements: Division 1.

2. Pumps - General: Section 11210.

3. Mechanical - General Requirements: Section 15000.

4. Process Instrumentation & Controls: Section 13300.

5. Electrical: Division 16.

C. Description of Systems

1. The pumping units will operate taking suction from the storage tanks. The

pumping units will pump potable water containing less than two (2) mg/l of total suspended solids (TSS) and three (3) mg/l of chlorine residual.

2. Two (2) new horizontal split case high service pumps shall be installed as shown on the Plans. Each pumping unit shall include a 75 HP drive motor, common baseplate, flexible coupling with guard and other ancillary items specified herein. The units shall be factory assembled, mounted and aligned prior to shipment.

3. Each pump shall be driven by a 75 HP variable frequency drive and a common PLC based pressure control system.

1.02 QUALITY ASSURANCE

A. Qualifications

1. The pumping units specified herein are to be standard pumping units for the intended service and shall be the product of a fully experienced, reputable and qualified manufacturer of the types of pumps to be furnished. To assure unity of responsibility the pumps, motors, variable frequency drives and control system shall be supplied by the pump manufacturer who, along with the Contractor, shall assume unit responsibility for proper operation of the equipment as an integrated functional system.

2. The Contractor shall supply the service of a qualified factory-trained service representative for a period specified under the individual equipment Specifications. The representative shall inspect the completed equipment installation to ensure that it meets with the manufacturer's recommendations. Any adjustments or modifications shall be made, at no additional cost to the Owner, to place the equipment in trouble-free operation. The factory representative will then instruct the operational personnel in the proper maintenance and operation of the equipment.

B. Equipment Manufacturer

1. The split case centrifugal pumps shall be as manufactured by Aurora Pump, North Aurora, Illinois or Gould’s Pumps, Inc., Seneca Falls, New York, no equal.

C. Standards

1. Hydraulic Institute Standards.

2. NEMA.

3. NEC1.

4. AWWA.

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. Nine (9) copies of all materials required to establish compliance with the Specifications shall be submitted in accordance with the provisions of the General Conditions and Section 01340. Submittals shall include at least the following:

a. Certified shop and erection drawings showing all important details of construction, dimensions and anchor bolt locations.
b. Descriptive literature, bulletins and/or catalogs of the equipment.
c. Data on the characteristics and performance of each pump. Data shall include guaranteed performance curves, based on actual shop tests of similar units, which show that they meet the specified requirements for head, capacity, efficiency, allowable NPSH and horsepower. Curves shall be submitted on eight and one-half inch by 11 inch (8-1/2" x 11") sheets at as large a scale as is practical. Curves shall be plotted from no flow at shut-off head to pump capacity to minimum specified total head.
d. The total weight of the equipment including the weight of the single largest item.
e. A complete total bill of materials of all equipment.
f. A list of the manufacturer's recommended spare parts with the manufacturer's current price for each item including gaskets, packing, etc. on the list. List the bearings by the bearing manufacturer's numbers only.

2. Upon receipt of approval of submitted material, provide six (6) certified prints and one (1) reproducible tracing of all drawings.

B. Operating Instructions: For all pumps furnished under this Section, the Contractors shall submit Operation and Maintenance manuals to include the following:

1. Six (6) copies of the Operating and Maintenance manuals shall be furnished in accordance with Section 01730. The manuals shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, descriptions, etc. that are required to instruct operating and maintenance personnel unfamiliar with such equipment the number and special requirements shall be as specified.

2. A factory representative who has complete knowledge of proper operation and maintenance shall be provided for one (1) day to instruct representatives of the Owner and the Engineer on proper operation and maintenance. This work may be conducted in conjunction with the inspection of the installation and test run as provided under Part 3. If there are difficulties in operation of the equipment due to the manufacturer's design of fabrication, additional service shall be provided at no cost to the Owner.

3. The manuals shall clearly indicate all important aspects of equipment function, full description of systems and operation, normal and limiting characteristics of operation, installation instructions (assembly, alignment and adjustment procedures), complete operation instructions including normal start-up and shut-down procedures, normal operating procedures and emergency situations.

4. In addition to the items required above, the manuals shall include lubrication and maintenance instructions, troubleshooting guides, complete recommended spare parts lists, cross-sectional drawings, wiring diagrams, assembly instructions and performance curves.

C. Certifications

1. The Contractor shall furnish the Engineer a written certification from the manufacturer's representative that the equipment has been properly installed and lubricated, is in accurate alignment, is free from undue stress imposed by piping or mounting bolts, has been operated under full load conditions and that satisfactory operation has been obtained.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the item of shipment until installation is completed and the units and equipment are ready for operation.

B. All equipment and spare parts must be properly protected against any damage during a prolonged period at the site.

C. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Engineer.

D. Finished surfaces of all exposed pump openings shall be protected by wooden planks, strongly built and securely bolted thereto.

E. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.

F. After hydrostatic or other tests, all entrapped water shall be drained prior to shipment and proper care shall be taken to protect parts from the entrance of water during shipment, storage and handling.

G. Each box shall be properly marked to show its net weight in addition to its contents.

1.05 WARRANTY AND GUARANTEES

A. The equipment manufacturer shall provide a one (1) year warranty. The equipment manufacturer shall guarantee that the equipment furnished is free from defects of design, material and workmanship. In the event the equipment fails to perform as specified, the equipment manufacturer shall promptly repair or replace the defective equipment without any cost to the Owner (including handling and shipment costs).

B. Refer to Section 01740: Warranties and Bonds.

PART 2 – PRODUCTS

2.01 GENERAL

A. The pumping systems covered by these Specifications is intended to be standard equipment of proven ability as manufactured by reputable companies having long experience in the production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practice and methods and shall operate satisfactorily when installed as shown on the drawings.

B. Equipment shall be designed and built for 24-hour continuous service at any and all points within the specified range of operation without overheating, cavitation, excessive vibration or strain.

C. All parts shall be so designed and proportioned as to have liberal strength, stability and stiffness and to be especially adapted for the work to be done. Ample room and facilities shall be provided for inspection, repairs and adjustments.

D. The pump base shall be rigidly and accurately anchored into position, precisely leveled and aligned, so that the completed installation is free from stress or distortion. All necessary foundation bolts, plates, nuts and washers shall be furnished and installed by the contractor and conform to the recommendations and instructions of the manufacturers. Anchor bolts, nuts and washers shall be Type 316L stainless steel. Grouting under bases after the equipment is set is included as work under this Section.

E. Stainless steel nameplates giving the name of manufacturer, the rated capacity, head, speed and all other pertinent data shall be attached to the pump.

F. Stainless steel nameplates giving the name of the manufacturer, serial number, model number, horsepower, speed, voltage, amperes and all other pertinent data shall be attached to the motor.

G. The nameplate ratings of the motor shall not be exceeded, nor shall the design factor be reduced when its pump is operating at any point on its characteristic curve at maximum speed.

2.02 PERFORMANCE REQUIREMENTS

A. The pump manufacturer shall furnish complete all pumps, motors, variable frequency drives and associated controls. The Contractor shall assume full responsibility for the performance of the pumping systems as specified in this Section and elsewhere in the Contract Documents.

B. Performance Requirements

1. When operating at the design output speed of the motor, each pump shall have a characteristic performance curve which meets all the minimum conditions listed in Table "A".

a. The pumps and drive motors shall be capable of operating satisfactorily under the full range of conditions as defined below.
b. There shall be no significant change in vibration and noise level over the entire listed range of flow for the pumping system.
c. Maximum motor speeds shall not exceed those listed in Table "A" to satisfy the specified hydraulic duty.
d. With the pumping units operating at full motor speed, the maximum brake horsepower required by the pumps shall not exceed the maximum horsepower listed. If the pumping units require more than the maximum horsepower listed at the motor output shaft at any full motor speed operation point between primary and secondary discharge head, they will be rejected.

2.03 MATERIALS

A. Pump Casings

1. The pump case shall be of cast iron construction ASTM A 48, Class 30, having a tensile strength of not less than 30,000 pounds per square inch.

2. Casings shall be free from blow holes, sand pockets or other imperfections. They shall be given a hydrostatic pressure test to at least one and a half (1-1/2) times the maximum pump shut-off head and an affidavit that these cases have withstood these pressure tests shall be furnished by the Owner and Engineer before shipment.

3. The interior and exterior surfaces of the casings shall be smooth with matching flanges.

4. The horizontal casing joint shall be a scraped or machined fit, requiring a gasket not more than 0.015 inch (0.015") thick.

5. Suction and discharge flanges shall be faced and drilled ANSI Class 125 Standard. There shall be one-quarter inch (1/4") I.P.T. tapped holes in both the suction and discharge flanges of all pumps for test gauge connections.

6. The top half of each case at the topmost part shall have a bossed pipe tap opening for mounting air release valve specified under Division 15. Pipe taps shall be not less than one-half inch (1/2") I.P.T.

7. The casing at both suction inlets to the impeller shall be protected with renewable 416 stainless steel wearing rings. They shall be of one-piece construction, held rigidly in slots in the case and shall not be held in place by the clamping action of the case alone.

B. Impellers

1. The impeller shall be of bronze, enclosed double suction-dual volute type of one-piece construction. Impeller shall be machined outside and smoothly finished on the internal water passages and shall be balanced. Impellers shall be cast of ANSI B584 low zinc alloy bronze.

2. Impellers shall be protected from wear at both suction inlets with renewable 316 stainless steel wearing rings. These rings shall be fastened to the impeller such that they cannot be loosened in service.

C. Bearings

1. The weight of the pump shaft and impeller assembly shall be carried on bearings at each end of the pump shaft. Bearings shall be oil lubricated with constant level sight oilers. Alternate bearing designs shall be of a design acceptable to the Engineer.

2. The outboard bearing of each pump shall be designed to accept any thrust loads and shall function so that the impeller rotor will be centered in the end play (axial movement) of the wearing ring.

3. Inboard bearings shall be single row radial type ball bearing and outboard bearings shall be duplex angular contact ball thrust bearings. Bearings shall be selected in accordance with ANSI B3.15 and B3.16 and shall have a minimum L10 bearing life of 100,000 hours at maximum load. Bearing

housings shall be constructed of cast iron and shall be register fitted and gasketed to prevent moisture and condensation from entering the housing.

4. The outboard bearing of each pump shall be designed to accept any thrust loads and shall function so that the impeller will be centered in the end play (axial movement) of the wearing ring.

5. At the inner end of each bearing housing the shaft shall be equipped with a slinger type water deflector to prevent water from entering the housings.

D. Shafts

1. Pump shafts shall be of a high grade hardened steel A1S1 C1045. They shall be protected from packing wear at the stuffing boxes by renewable 316 stainless steel sleeves on which the mechanical seals shall ride. Sleeves shall be fastened to the shaft such as to prevent leakage between the sleeve and the shaft.

E. Mechanical Seals

1. Seal housings and bearings shall be integrally cast with the pump casings. Mechanical seals shall be supplied to prevent leakage from the pump stuffing boxes and shall be mounted on the shaft sleeves. The seal lubrication shall be internal through an integrally machined positive flushing system that provides uninterrupted pressure to the seal faces. Mechanical seals shall be John Crane Type 21, with Ni-Resist stationary faces, carbon rotating faces, 316 stainless steel springs and Buna-N elastomers.

2. Seal box glands shall be constructed of Cast Iron, one-piece type. Gland bolts, nuts and washers shall be 316 stainless steel properly sized and designed for the intended service.

3. Drip pockets shall be provided in the bearing brackets under the glands to catch any leakage from pump seals. These drip pockets shall be with tapped drain connections and drip from these pockets shall be piped to waste. In no case shall waste from these drip pockets be allowed to drip on bedplate.

2.04 DESIGN REQUIREMENTS - BEDPLATES

A. Each unit, motor and pump shall be mounted on a continuous steel bedplate. Bedplates shall be designed so as not to exceed the dimensions shown on the drawings.

B. The drip rim shall collect condensation moisture from the pump. The drip rim

shall extend on both sides of the bedplate from the drive end to the pump end and across the pump end with a slope not less than one-eighth inch (1/8") per foot. The depth of the drip rim shall be not less than three-quarter inch (3/4") pipe tap for drainage piping.

C. Pump baseplate shall be provided with at least one grouting opening having a clear area of no less than 19 square inches in each bulkhead Section.

These holes shall be located to permit filling the entire cavity under the baseplate without creating air pockets. Vent holes [one-half inch (1/2") minimum size] shall be provided for each bulkhead compartment. For dropped-center-trough baseplate, the holes shall be in the high section adjacent to the trough. Holes shall be accessible for grouting with the pump and driver installed. Grout holes in the drip-pan area shall have one-half inch (1/2") raised-lip edges, and if located in an area where liquids could impinge, metallic grout hole covers (16-gauge minimum thickness) shall be provided.

D. All items of equipment shall be mounted on heavy mounting pads, and all mounting pads shall have machined surfaces. All square edges and corners of these mounting pads shall have the sharp edges "knocked off" by grinding. All parts of the bedplates which are flame cut and exposed to view shall be ground relatively smooth to remove at least 90 percent (90%) of the flame cutting marks.

E. The equipment shall be held to the mounting pads with cap screws; through bolts will not be considered. If shims are required under the mounting feet of equipment for alignment and leveling purposes, they shall be pre-cut 316 stainless steel.

2.05 FLEXIBLE SHAFT COUPLINGS

A. Flexible couplings shall be heavy duty Wood's non-spacer type couplings, size in accordance with the manufacturer's recommendations.

B. Each flexible coupling shall be provided with a removable sheet metal coupling guard, not less than 18 gauge. They shall be rigidly supported from the baseplate and fastened to the baseplate with cap screws. Coupling guards shall meet the applicable requirements of OSHA and the Florida Industrial Safety Laws.

2.06 MOTORS

A. Performance Requirements

1. Motors shall be rated for operation on power supply as shown on the electrical drawings.

2. Each motor shall have a 1.15 service factor and shall be of the ODP design.

3. All motors shall be specifically designed and constructed for operation on a PWM type inverter power supply.

2.07 VARIABLE FREQUENCY DRIVES

A. Each pumping unit shall be supplied with a variable frequency drive.

2.08 SPARE PARTS

A. One (1) set of all special tools including grease guns or other lubricating devices, required for normal adjustment, operation and maintenance shall be provided. All such tools shall be furnished in a suitable steel tool chest complete with lock and duplicate keys.

B. The manufacturer shall furnish a complete list of recommended spare parts necessary for the first five (5) years of operation of the pumping system, which shall include at least the following:

1. One (1) set mechanical seals for each group of new pumps supplied.

2. One (1) complete set of all gaskets required for each group of new pumps supplied.

3. One (1) spare flexible coupling for each group of new pumps supplied.

C. Spare parts shall be properly bound and labeled for easy identification without opening the packaging and suitably protected for long term storage.

2.09 PRESSURE CONTROL SYSTEM

A. One (1) pressure control system shall be supplied to control and sequence the pumping units and maintain a constant system pressure with variable system flow.

B. The pump control panel shall receive analog inputs as follows:

1. From the plant control panel which shall transmit a 4-20 madc signal representative of the distribution system pressure.

2. From the plant control panel which may be used to manually generate a speed control signal for each of the high service pumps.

3. From the plant control panel which establishes the distribution system pressure set point.

C. The pump local control panel shall function to provide the required analog and discrete signals for the variable frequency drives and shall include a pressure controller and a programmable controller. The pressure controller shall compare the measured distribution system pressure to that of the desired set point pressure and, in conjunction with the programmable controller, provide appropriate analog and discrete signals to the variable frequency drives.

D. The pressure system shall be controlled by a Programmable Logic Controller (PLC). The control program shall be developed by the control system manufacturer and submitted for Engineer approval.

E. The components comprising the Programmable Logic Controllers shall be as described under Division 13.

F. All components shall be mounted in a NEMA 12 force ventilated enclosure.

G. The pressure control system shall be as manufactured by HTS Controls, Inc. or Unitron.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Installation shall be in strict accordance with the respective manufacturer's instructions and recommendations in the locations shown on the Drawings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations.

B. The Contractor shall submit a certificate from the equipment manufacturer stating that the installation of the equipment is satisfactory, that the equipment is ready for operation, and that the operating personnel have been suitably instructed in the operation, lubrication and care of each unit.

C. Pump bases shall be leveled and rigidly and accurately anchored into position, and all necessary foundation bolts, plates, nuts and washers shall be furnished and installed by the Contractor. Anchor bolts shall be set by the Contractor in accordance with the manufacturer's recommendations.

D. Align pump and motor in accordance with the manufacturer's instructions, except angular alignment (coupling face) shall be within 0.001 inch (0.001") at outermost point on coupling and parallel offset (coupling runout) shall be within 0.001 inch (0.001") per inch of shaft diameter, unless otherwise directed by the equipment (pump and motor) manufacturer's instructions.

E. No more than two (2) pre-cut 316 stainless steel shims of proper thickness shall be used to secure proper alignment. Prior to placing the pump in operations, recheck the alignment of the pump and motor after piping and other external connections have been made up to the pump, and after the pump base has been grouted Adjust and realign as required if alignment has changed. Baseplate and pump casing shall be free from pipe strain after final alignment. All alignments and adjustments made to the pump shall be by technicians with prior experience and training in making such alignments and adjustments for the specific equipment provided.

3.02 FIELD PAINTING

A. Field painting is specified under Section 09900: Painting. The primer and paint used in the shop shall be products of the same manufacturer as the field paint to assure compatibility.

B. All nameplates shall be properly protected during painting.

3.03 INSPECTION AND TESTING

A. Certified Factory Testing

1. Factory testing in accordance with the standards of the Hydraulic Institute shall be required for all pumps. Certified pump performance curves shall be submitted including head, capacity, brake horsepower and pump efficiency for each pump supplied. Certified data shall be provided to verify that the NPSH and submergence required by the pumps at the secondary operating point is adequate for water levels shown on the drawings. Prior to conducting a pretest, notification of such test and a list of test equipment and test procedures shall be forwarded to the Engineer at least 15 working days before the scheduled test date. All electronic transducers, meters, gauges and other test instruments shall be calibrated within 30 days prior to the scheduled test and certified calibration data shall be provided. Differential pressure type flow meters, such as Venturis are preferred and shall have been calibrated, and its accuracy certified within the past 12 months. Mechanical variation of the meter throat diameter will be accepted as verification of calibration validity.

2. Each pump shall be tested through the specified range of flow vs. head/capacity/efficiency with curves plotted at pump design speed. During each test, the pump shall be run at each head/capacity condition as specified for sufficient time to accurately determine discharge, head, power input and efficiency.

   If any pump tested fails to meet any specification requirements, it will be modified until it meets all specification requirements.

3. If any pump tested fails to meet the specified efficiency requirements and all reasonable attempts to correct the inefficiency condition are unsuccessful, it will be rejected.

B. Field Testing

1. After all pumps have been completely installed the Contractor shall conduct, in the presence of the Engineer, such field tests as are necessary to indicate that all pumps conform to the Specifications. Field tests shall include all pumps included under this Division. The Contractor shall supply all oil, grease, electric power, water or wastewater and all other material necessary to complete the field tests. The factory laboratory performance tests are intended to prove the units meet the specified hydraulic parameters. Field tests will prove mechanical integrity.

2. If the pump performance does not meet the Specifications, corrective measures shall be taken by the Contractor, or pumps shall be removed and replaced with pumps which satisfy the conditions specified.

3. The components of each lubricating system shall be completely tested by the Contractor in the presence of the Engineer. Any component parts which are damaged as a result of testing or which fail to meet the requirements of this Specification shall be replaced, reinstalled and retested at the Contractor's expense.

4. The pumps and motors shall be designed and constructed to avoid the generation of objectionable noise or vibration. The sound pressure level at full load shall not exceed 90 (A Scale) decibels above 300 cycles when measured at a point not exceeding five feet (5') from the motor. Mufflers or external baffles will not be accepted. When operating at any point between zero flow and design flow, the vibration measures in a horizontal plane at the top of the motor shall not exceed two (2) mils displacement from peak to peak.

5. The Contractor shall perform initial testing of the equipment insuring to himself that the tests listed in the Demonstration Test paragraph below can be satisfactorily completed.

6. The Demonstration Test shall demonstrate that all items of these Specifications have been met by the equipment as installed and shall include, but not be limited to, the following tests:

   a. That all units have been properly installed and are in correct alignment.

b. That the units operate without overheating or overloading any parts and without objectional vibration.

c. That there are no mechanical defects in any of the parts.

d. That the pumps can deliver the specified pressure and quantity.

e. That the pump controls perform satisfactorily.

7. In the event that the equipment does not meet the Demonstration Test the Contractor shall, at his own expense, make such changes and adjustments in the equipment which he deems necessary and shall conduct further tests until full satisfaction is indicated by the Engineer and written certification is received thereof.

TABLE "A"

HORIZONTAL SPLIT CASE PUMPING UNIT DESIGN REQUIREMENTS

ITEM/DESIGN CONDITIONS	CRITERIA
Maximum Motor Full Load Speed (RPM)	1180
Motor to be Supplied (HP)	75
Pump Design Speed (RPM)	MOTOR FULL LOAD SPEED
Suction Size, Minimum (Inches)	14"
Discharge Size, Minimum (Inches)	12"
Minimum Pump Shut-off Head (Feet)	72’
Primary Capacity (GPM)	4000
TDH at Primary Capacity (Feet)	45'
Minimum Efficiency at Primary Capacity	70%
Secondary Capacity (GPM)	5000
Secondary Minimum TDH (Feet)	32'
Minimum Pump Efficiency at Secondary TDH	70%

END OF SECTION

SECTION 11214B

VERTICAL TURBINE TRANSFER PUMPS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required to install two (2) new vertical turbine transfer pumping units complete with drive motors, couplings, bases, variable frequency drives, and pressure control system.

B. These Specifications are intended to give a general description of what is required, but do not cover all details which will vary in accordance with the requirements of the equipment application. It is, however, intended to cover the furnishing, the shop testing, the delivery and complete installation and field testing, of all materials, equipment and all appurtenances for the complete pumping units as herein specified, whether specifically mentioned in these Specifications or not.

C. For all units there shall be furnished and installed all necessary and desirable accessory equipment and auxiliaries whether specifically mentioned in these Specifications or not. This installation shall incorporate the highest standards for the type of service shown on the drawings including field testing of the entire installation and instruction of the regular operating personnel in the care, operation and maintenance of all equipment.

D. Related Work Described Elsewhere.

1. General Requirements: Division 1.

2. Pumps - General: Section 11210.

3. Mechanical - General Requirements: Section 15000.

4. Process Instrumentation & Controls: Section 13300.

5. Electrical: Division 16.

1.02 DESCRIPTION OF SYSTEMS

A. Transfer Pumps.

1. Manufacturer. Pumps shall be the product of Layne/Verti-Line, no equal.

2. Two (2) transfer pumps will be furnished under this contract. The pumps shall be of the vertical turbine type.

3. The pumps shall be controlled by level settings. There shall be lean lag and standby pumps.

4. Pumps are to be engineered and manufactured under the certification of ISO-9001:2000.

1.03 REFERENCE STANDARDS

A. Design, manufacturing and assembly of elements of the equipment herein specified shall be in accordance with the standards of the below listed organizations. Where reference is made to a standard of one of these, or other organizations, the version of the standard in effect at the time of bid opening shall apply.

1. American Gear Manufacturing Association (AGMA).

2. American Institute of Steel Construction (AISC).

3. American Iron and Steel Institute (AISI).

4. American Society of Mechanical Engineers (ASME).

5. American National Standards Institute (ANSI).

8. American Welding Society (AWS).

9. Anti-Friction Bearing Manufacturers Association (AFBMA).

10. Hydraulic Institute Standards.

11. Hydraulic Institute Test Standards, Vertical Pumps - 2.6.

12. Institute of Electrical and Electronics Engineers (IEEE).

13. National Electrical Code (NEC).

14. National Electrical Manufacturers Association (NEMA).

15. Occupational Safety and Health Administration (OSHA).

16. Steel Structures Painting Council (SSPC).

17. Underwriters Laboratories, Inc. (UL).

1.04 QUALIFICATIONS

A. To assure unity of responsibility, the pumps, and motors shall be furnished and coordinated by the pump manufacturer or supplier (MANUFACTURER).

B. The equipment covered by these Specifications shall be standard units of proven ability as manufactured by a competent organization having long experience in the production of such equipment. The pumps furnished shall be designed, constructed and installed in accordance with the best practice and methods, and shall operate satisfactorily when installed. Pumps shall be manufactured in accordance with the Hydraulic Institute Standards, except as otherwise specified herein.

C. All equipment furnished under this Specification shall be new and unused and shall be the standard product of manufacturers having a successful record of manufacturing and servicing the equipment and systems specified herein for a minimum of five (5) years.

D. The MANUFACTURER shall be fully responsible for the design, arrangement, and operation of all connected rotating components of the assembled pumping unit to ensure that neither harmful nor damaging vibrations occur at any speed within the specified operating range. Design shall include all supporting sole plates and fabricated steel base plate for mounting the units.

1.05 SUBMITTALS

A. Materials and Shop Drawings:

1. Two (2) copies of all materials required to establish compliance with the Specifications shall be submitted in accordance with the provisions of the General Conditions and Section 01340. Submittals shall include at least the following:

    a. Certified shop and erection drawings showing all important details of construction, dimensions and anchor bolt locations.
    b. Descriptive literature, bulletins and/or catalogs of the equipment.
    c. Data on the characteristics and performance of each pump. Data shall include guaranteed performance curves, based on actual shop tests of similar units, which show that they meet the specified requirements for head, capacity, efficiency, allowable NPSH and horsepower. Curves shall be submitted on eight and one-half inch by 11 inch (8-1/2" x 11") sheets at as large a scale as is practical. Curves shall be plotted from no flow at shut-off head to pump capacity to minimum specified total head.
    d. The total weight of the equipment including the weight of the single largest item.

e. A complete total bill of materials of all equipment.

f. A list of the manufacturer's recommended spare parts with the manufacturer's current price for each item including gaskets, packing, etc. on the list. List the bearings by the bearing manufacturer's numbers only.

B. Operating Instructions: For all pumps furnished under this Section, the Contractors shall submit Operation and Maintenance manuals to include the following:

1. Two (2) copies of the Operating and Maintenance manuals shall be furnished in accordance with Section 01730. The manuals shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, descriptions, etc. that are required to instruct operating and maintenance personnel unfamiliar with such equipment the number and special requirements shall be as specified.

2. A factory representative who has complete knowledge of proper operation and maintenance shall be provided for one (1) day to instruct representatives of the Owner and the Engineer on proper operation and maintenance. This work may be conducted in conjunction with the inspection of the installation and test run as provided under Part 3. If there are difficulties in operation of the equipment due to the manufacturer's design of fabrication, additional service shall be provided at no cost to the Owner.

3. The manuals shall clearly indicate all important aspects of equipment function, full description of systems and operation, normal and limiting characteristics of operation, installation instructions (assembly, alignment and adjustment procedures), complete operation instructions including normal start-up and shut-down procedures, normal operating procedures and emergency situations.

4. In addition to the items required above, the manuals shall include lubrication and maintenance instructions, troubleshooting guides, complete recommended spare parts lists, cross-sectional drawings, wiring diagrams, assembly instructions and performance curves.

C. Certifications.

1. The Contractor shall furnish the Engineer a written certification from the manufacturer's representative that the equipment has been properly installed and lubricated, is in accurate alignment, is free from undue stress imposed by piping or mounting bolts, has been operated under full load conditions and that satisfactory operation has been obtained.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

A. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the item of shipment until installation is completed and the units and equipment are ready for operation.

B. All equipment and spare parts must be properly protected against any damage during a prolonged period at the site.

C. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the Engineer.

D. Finished surfaces of all exposed pump openings shall be protected by wooden planks, strongly built and securely bolted thereto.

E. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.

F. After hydrostatic or other tests, all entrapped water shall be drained prior to shipment and proper care shall be taken to protect parts from the entrance of water during shipment, storage and handling.

G. Each box shall be properly marked to show its net weight in addition to its contents.

1.07 WARRANTY AND GUARANTEES

A. The equipment manufacturer shall provide a one (1) year warranty. The equipment manufacturer shall guarantee that the equipment furnished is free from defects of design, material and workmanship. In the event the equipment fails to perform as specified, the equipment manufacturer shall promptly repair or replace the defective equipment without any cost to the Owner (including handling and shipment costs).

B. Refer to Section 01740: Warranties and Bonds.

PART 2 – PRODUCTS

2.01 GENERAL

A. The pumping systems covered by these Specifications is intended to be standard equipment of proven ability as manufactured by reputable companies having long experience in the production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practice and methods and shall operate satisfactorily when installed as shown on the drawings.

B. Equipment shall be designed and built for 24-hour continuous service at any and all points within the specified range of operation without overheating, cavitation, excessive vibration or strain.

C. All parts shall be so designed and proportioned as to have liberal strength, stability and stiffness and to be especially adapted for the work to be done. Ample room and facilities shall be provided for inspection, repairs and adjustments.

D. The pump base shall be rigidly and accurately anchored into position, precisely leveled and aligned, so that the completed installation is free from stress or distortion. All necessary foundation bolts, plates, nuts and washers shall be furnished and installed by the contractor and conform to the recommendations and instructions of the manufacturers. Anchor bolts, nuts and washers shall be Type 316L stainless steel. Grouting under bases after the equipment is set is included as work under this Section.

E. Stainless steel nameplates giving the name of manufacturer, the rated capacity, head, speed and all other pertinent data shall be attached to the pump.

F. Stainless steel nameplates giving the name of the manufacturer, serial number, model number, horsepower, speed, voltage, amperes and all other pertinent data shall be attached to the motor.

G. The nameplate ratings of the motor shall not be exceeded; nor shall the design factor be reduced when its pump is operating at any point on its characteristic curve at maximum speed.

2.02 PERFORMANCE REQUIREMENTS

A. The pump manufacturer shall furnish complete all pumps and motors. The Contractor shall assume full responsibility for the performance of the pumping systems as specified in this Section and elsewhere in the Contract Documents.

B. Performance Requirements.

1. The pumps shall be designed for continuous operation and will be operated continuously under normal service.

2. Total dynamic head shall be as measure at the discharge of the pump and shall include velocity head and vertical static head from the minimum water level to the centerline of the pump discharge.

3. Minimum water level shall be at elevation 25.0 feet (25.0').

4. Pumps are to be mounted at 32.2 feet (32.2') elevation with the sump floor at 22.0 feet (22.0') elevation.

5. Pump discharge centerline shall be at 33.0 feet (33.0') elevation.

6. Maximum pump speed shall not exceed 1,800 RPM.

7. Driver size shall be limited to 40 HP maximum.

8. When operating at the design output speed of the motor, each pump shall have a characteristic performance curve which meets all the minimum conditions listed in Table "A".

    a. The pumps and drive motors shall be capable of operating satisfactorily under the full range of conditions as defined below.
    b. There shall be no significant change in vibration and noise level over the entire listed range of flow for the pumping system.
    c. Maximum motor speeds shall not exceed those listed in Table "A" to satisfy the specified hydraulic duty.
    d. With the pumping units operating at full motor speed, the maximum brake horsepower required by the pumps shall not exceed the maximum horsepower listed. If the pumping units require more than the maximum horsepower listed at the motor output shaft at any full motor speed operation point between primary and secondary discharge head, they will be rejected.

2.03 DESIGN

A. Rotation.

1. The pump will be counterclockwise rotation when viewed from the driver end looking at the pump.

B. Impellers.

1. The impeller shall be of bronze construction conforming to ASTM B 584, C83600. They shall be of one-piece construction, single suction, enclosed, and radial flow design. The waterways through the impeller shall have extremely smooth contours, devoid of sharp corners, so as to promote maximum efficiency.

2. The impeller is to be balanced and secured to the shaft by means of a stainless steel drive collet for bowl shafts one and fifteen-sixteenths inch (1-15/16") diameter and smaller. For bowl shafts larger than one and fifteen-sixteenths inch (1-15/16") diameter, impellers shall be secured to the shaft using a combination of a thrust washer, key and/or snap rings.

3. Impellers shall be adjustable by means of a top shaft-adjusting nut.

4. Impellers shall be hardened by a gas nitride process for the lime slurry application.

C. Bowls.

1. The bowls shall be made of close-grained cast iron conforming to ASTM A 48 Class 30. Castings shall be free from blowholes, sand holes, and shall be accurately machined and fitted to close dimensions.

2. Bowls eight inches (8") and above shall be flange connected. Bowls below eight inches (8") nominal diameter may use either flanged or threaded connections.

3. Bowls shall be designed with smooth passages to ensure efficient operation and their interior shall be coated with Tnemec N140 Pota-Pox Plus, or equal.

4. The casing shall be hydrostatically tested to one and a half (1.5) times the design head or one and one-quarter (1.25) times the shutoff head whichever is greater.

D. Impeller Shafts.

1. Impeller shafts shall be of stainless steel construction conforming to ASTM A 582 (416 stainless steel).

2. The shaft shall be supported by bronze or neoprene bearings located on both sides of each impeller.

3. Impeller shaft coupling shall be of stainless steel construction conforming to ASTM A 582 (416 stainless steel).

E. Wear Rings.

1. Wear rings shall be provided on both the impellers and on bowls of nominal diameter of eight inches (8") or larger so that clearances can be maintained throughout the life of the rings and minimize recirculation. Bowls of sic inches (6") and seven inches (7") nominal diameter shall incorporate bowl wear rings only.

2. Impeller wear rings shall be of the radial-type.

3. Bowl wear rings shall be of the radial-type.

4. Wear rings shall be attached to the impellers and bowls using an interference fit and Loctite.

5. Wear rings shall be bronze conforming to ASTM B 505 C93200.

F. Columns.

1. Column pipe in sizes four-inch (4") through 12-inch (12") diameter shall be furnished in interchangeable sections not over 10 feet (10') in length, and shall be connected with threaded, sleeve-type couplings. Column pipe 14-inch (14") diameter and larger shall be flanged and furnished in interchangeable sections not over 10 feet (10') in length.

2. Threaded column sections shall be connected with threaded, sleeve-type couplings. Column joints are to be butted to insure perfect column alignment after assembly.

G. Lineshafts

1. Lineshafting shall be of ample size to transmit the torque and operate the pump without distortion or vibration.

2. Lineshafting shall be made of carbon steel conforming to AISI 1045 and be furnished in interchangeable sections not over 10 feet (10') in length.

3. Lineshafting shall be coupled with extra-strong threaded steel couplings machined from solid bar steel.

4. Lineshafting shall be fitted wigh stainless steel replaceable sleeves at each bearing and shall conform to AISI 304 material.

5. Lineshaft bearings shall be of neoprene material construction.

6. Lineshaft bearings shall be retained in bronze guides that are fitted into the column coupling and secured in place by the butted column pipe ends. [For column sized larger than 16 inches (16"), retainers shall be steel and fabricated into the column assembly.]

H. Discharge Head Assembly (Above Ground, Mechanical Seal)

1. The pump discharge head shall be of the above ground type of either cast iron or fabricated steel construction with an ANSI 125# discharge flange.

2. The discharge head shall be of sufficient design to support the entire weight of the pump and driver.

3. If the application uses a variable frequency drive, the discharge head shall be fabricated steel and specifically designed to elevate the discharge head natural frequency above the operating speed.

4. A drive shaft of the same materials as the lineshaft shall extend through the sealing assembly of the discharge head and be coupled to a vertical solid shaft

driver using a spacer type coupling to permit easy field removal of the mechanical seal.

5. The shaft sealing assembly shall consist of a cast iron packing box, cast iron packing gland, bronze packing box bushing, stainless steel packing gland nuts and bolts, and mechanical seal.

6. Packing box shall be rated for 175 PSI.

7. Discharge head openings shall be fitted with guards to prevent access to the rotating shaft and/or coupling.

2.04 MOTORS

A. Performance Requirements

1. Motors shall be rated for operation on power supply as shown on the electrical drawings.

2. Each motor shall have a 1.15 service factor and shall be of the WP-1 design.

3. All motors shall be specifically designed and constructed for operation on a PWM type inverter power supply.

4. See Section 16150 for motor requirements.

2.05 SPARE PARTS

A. One (1) set of all special tools required for normal adjustment, operation and maintenance shall be provided. All such tools shall be furnished in a suitable steel tool chest complete with lock and duplicate keys.

B. The manufacturer shall furnish a complete list of recommended spare parts necessary for the first five (5) years of operation of the pumping system, which shall include at least the following:

1. One (1) set mechanical seals for each group of new pumps supplied.

2. One (1) complete set of all gaskets required for each group of new pumps supplied.

C. Spare parts shall be properly bound and labeled for easy identification without opening the packaging and suitably protected for long term storage.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Installation shall be in strict accordance with the respective manufacturer's instructions and recommendations in the locations shown on the Drawings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations.

B. The Contractor shall submit a certificate from the equipment manufacturer stating that the installation of the equipment is satisfactory, that the equipment is ready for operation, and that the operating personnel have been suitably instructed in the operation, lubrication and care of each unit.

C. Pump bases shall be leveled and rigidly and accurately anchored into position, and all necessary foundation bolts, plates, nuts and washers shall be furnished and installed by the Contractor. Anchor bolts shall be set by the Contractor in accordance with the manufacturer's recommendations.

D. Align pump and motor in accordance with the manufacturer's instructions, except angular alignment (coupling face) shall be within 0.001 inch (0.001") at outermost point on coupling and parallel offset (coupling runout) shall be within 0.001 inch (0.001") of shaft diameter, unless otherwise directed by the equipment (pump and motor) manufacturer's instructions.

E. No more than two pre-cut 316 stainless steel shims of proper thickness shall be used to secure proper alignment. Prior to placing the pump in operations, recheck the alignment of the pump and motor after piping and other external connections have been made up to the pump, and after the pump base has been grouted Adjust and realign as required if alignment has changed. Baseplate and pump casing shall be free from pipe strain after final alignment. All alignments and adjustments made to the pump shall be by technicians with prior experience and training in making such alignments and adjustments for the specific equipment provided.

3.02 FIELD PAINTING

A. Field painting is specified under Section 09900: Painting. The primer and paint used in the shop shall be products of the same manufacturer as the field paint to assure compatibility.

B. All nameplates shall be properly protected during painting.

3.03 INSPECTION AND TESTING

A. Certified Factory Testing

1. A certified factory hydrostatic and performance test shall be performed on each bowl assembly in accordance with Hydraulic Institute Standards, latest edition. Tests shall be sufficient to determine the curves of head, input horsepower, and efficiency relative to capacity from shutoff to 150 percent (150%) of design flow. A minimum of six (6) points, including shutoff, shall be taken for each test. At least one (1) point of the six (6) shall be taken as near as possible to each specified condition.

2. Results of the performance tests shall be certified by a Registered Professional Engineer and submitted for approval before final shipment.

B. Field Testing

1. After all pumps have been completely installed the Contractor shall conduct, in the presence of the Engineer, such field tests as are necessary to indicate that all pumps conform to the Specifications. Field tests shall include all pumps included under this Division. The Contractor shall supply all oil, grease, electric power, water or wastewater and all other material necessary to complete the field tests. The factory laboratory performance tests are intended to prove the units meet the specified hydraulic parameters. Field tests will prove mechanical integrity.

2. If the pump performance does not meet the Specifications, corrective measures shall be taken by the Contractor, or pumps shall be removed and replaced with pumps which satisfy the conditions specified.

3. The components of each lubricating system shall be completely tested by the Contractor in the presence of the Engineer. Any component parts which are damaged as a result of testing or which fail to meet the requirements of this Specification shall be replaced, reinstalled and retested at the Contractor's expense.

4. The pumps and motors shall be designed and constructed to avoid the generation of objectionable noise or vibration. The sound pressure level at full load shall not exceed 90 (A Scale) decibels above 300 cycles when measured at a point not exceeding five feet (5') from the motor. Mufflers or external baffles will not be accepted. When operating at any point between zero flow and design flow, the vibration measures in a horizontal plane at the top of the motor shall not exceed two (2) mils displacement from peak to peak.

5. The Contractor shall perform initial testing of the equipment insuring to himself that the tests listed in the Demonstration Test paragraph below can be satisfactorily completed.

6. The Demonstration Test shall demonstrate that all items of these Specifications have been met by the equipment as installed and shall include, but not be limited to, the following tests:

   a. That all units have been properly installed and are in correct alignment.
   b. That the units operate without overheating or overloading any parts and without objectional vibration.
   c. That there are no mechanical defects in any of the parts.
   d. That the pumps can deliver the specified pressure and quantity.
   e. That the pump controls perform satisfactorily.

7. In the event that the equipment does not meet the Demonstration Test the Contractor shall, at his own expense, make such changes and adjustments in the equipment which he deems necessary and shall conduct further tests until full satisfaction is indicated by the Engineer and written certification is received thereof.

TABLE "A"

VERTICAL TURBINE TRANSFER PUMPING UNIT DESIGN REQUIREMENTS

ITEM/DESIGN CONDITIONS	CRITERIA
Maximum Motor Full Load Speed (RPM)	1,800
Motor to be Supplied (HP)	15
Pump Design Speed (RPM)	1,770
Discharge Size, Minimum (Inches)	8"
Minimum Pump Shut-off Head (Feet)	80'
Primary Capacity (GPM)	1,000
TDH at Primary Capacity (Feet)	40'
Minimum Efficiency at Primary Capacity	76%
Secondary Capacity (GPM)	600
Secondary Minimum TDH (Feet)	58'
Minimum Pump Efficiency at Secondary TDH	71%

END OF SECTION

SECTION 11217

PROGRESSING CAVITY PUMPS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Furnish and install all labor, materials, equipment, controls, and appurtenances required and install complete and make ready for operation progressing cavity pumps, as shown on the Drawings and as specified herein.

B. Electric motors shall be furnished as part of the work of this Section and shall be as specified in Division 16.

1.02 RELATED WORK

A. Concrete work is included in Division 3.

B. Field painting is included in Section 09900.

C. Mechanical piping, valves, pipe hangers and supports are included in the respective Sections of Division 15.

D. Electrical work is included in Division 16.

1.03 SUBMITTALS

A. Copies of all materials required to establish compliance with the specifications shall be submitted in accordance with the provisions of Section 01340. Submittals shall include at least the following:

1. Certified shop and erection drawings showing all important details of construction, dimensions and anchor bolt locations.

2. Descriptive literature, bulletins and/or catalogs of the equipment.

3. Data on the characteristics and performance of the pumps. The data shall include guaranteed performance curves, based on actual shop tests of like pumping units, which shown that they meet the specified requirements for head, capacity and horsepower. Data for at least three (3) speeds, minimum, middle and maximum shall be submitted for the variable speed pumps. Curves shall be submitted on eight and one-half inch by 11 inch (8-1/2" x 11") sheets.

4. Complete data on motors.

5. The total weight of the equipment, including the weights of the larger components.

6. A complete total bill of materials for all equipment.

7. A list of the manufacturer's recommended spare parts with the manufacturer's current price for each item. Include gaskets, etc. on the list. List bearings by the bearing manufacturer's numbers only.

8. Complete description of surface preparation and shop prime painting.

B. In the event that it is impossible to conform to certain details of the specifications due to different manufacturing techniques, describe completely all nonconforming aspects.

C. Operating and Maintenance Data

1. Operating and maintenance instructions shall be furnished to the Engineer as provided for in Section 01730. The instructions shall be prepared specifically for this installation and shall include all cuts, drawings, equipment lists, descriptions, etc. that are required to instruct operating and maintenance personnel unfamiliar with such equipment.

2. A factory representative who has complete knowledge of proper operation and maintenance of the pumps shall be provided to instruct representatives of the Owner and the Engineer on proper operation and maintenance. The work may be conducted in conjunction with the inspection of the installation and test run as provided under Part 3. If there are difficulties in operation of the equipment due to the manufacturer's design or fabrication, additional service shall be provided at no cost to the Owner.

1.04 REFERENCE STANDARDS

A. Design, manufacturer and assembly of elements of the equipment herein specified shall be in accordance with, but not limited to, published standards of the following, as applicable:

1. American Gear Manufacturers Association (AGMA).

2. American Institute of Steel Construction (AISC).

3. American Iron and Steel Institute (AISI).

4. American Society of Mechanical Engineers (ASME).

5. American National Standards Institute (ANSI).

6. American Society for Testing Materials (ASTM).

7. American Welding Society (AWS).

1.05 QUALITY ASSURANCE

A. The pumps to be furnished under this Section shall be furnished by Moyno, 5870 Poe Avenue, Dayton, OH 45414, no equivalent.

1.06 SYSTEM DESCRIPTION

A. All of the equipment specified herein is intended to be standard equipment designed for use in pumping 30 to 50 percent (30-50%) solids thickened lime sludge.

B. The thickened lime sludge pumps shall pump gravity thickened (30-50% solids) lime sludge with a specific gravity 1.18 from the lime thickener to the vacuum filters.

1. Each pump shall have a design capacity of 250 gpm at a head of 40 feet (40'). Each pump shall be driven with variable speed to give a capacity range of 50 to 100 gpm. The maximum pump speed shall be 150 rpm.

2. The pumps shall be controlled locally and remotely for start-stop and speed.

3. The pump motor shall be 25 hp, 1750 rpm.

4. A mechanical adjustable speed drive shall be provided.

C. Controls shall be provided as described within Division 11 and as shown on the Instrumentation drawings.

1.07 MAINTENANCE

A. Tools and Spare Parts

1. One set of all special tools required for normal operation and maintenance shall be provided.

2. The following spare parts shall be provided:

a. One set of packing for each pump.
b. One set of gaskets for each pump.

c. One rotor and one stator.
d. One set of shaft universal joints.
e. Mechanical drive belts and sheaves.

PART 2 – PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. General

1. The equipment covered by these Specifications is intended to be standard pumping equipment of proven ability as manufactured by a reputable firm having long experience in the production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods and shall operate satisfactorily when installed as shown on the Drawings. The unit shall be similar to the Robbins and Myers, Moyno or equal.

2. All parts shall be so designed and proportioned as to have liberal strength and stiffness and to be especially adapted for the work to be done. Ample room and facilities shall be provided for inspection, repairs and adjustment.

3. All necessary foundation bolts, plates, nuts and washers shall be furnished by the equipment manufacturer and shall be of Type 304 stainless steel.

4. Brass or stainless steel nameplates giving the name of the manufacturer, the rated capacity, head, speed, and any other pertinent data shall be attached to each pump.

5. The manufacturer shall supply all motors and drives and factory mount them on a common base plate with the pumps.

6. The nameplate rating of the motors and drives shall not be exceeded, nor shall the motor design service factor be reduced when its pump is operating at any point on its characteristic curve.

7. Pumps and pump bases shall have suitable provisions to collect leakage and permit it to be drained away.

8. The pumps and drives shall conform to the noise limitations specified in Section 01170.

B. Pumps

1. Pumps shall be heavy duty, positive displacement, and progressing cavity type. The pump body shall be of thick walled cast iron and shall incorporate two (2) inspection ports 180 degrees apart. The pump shall be a cradle mounted to permit the suction port to be rotated to any angle perpendicular to the centerline of the pump. Suction and discharge connections shall be 125 pound ANSI cast iron flanged.

2. The steel pump rotor shall be machined and polished single helix with a nominal chrome plate thickness of 0.010 inches (0.010") for maximum abrasion resistance.

3. The rotor shall rotate relative to a one-piece, medium-high acrylonitrile Nitrile rubber stator of approximate 70 Durometer hardness (Shore A) securely bonded to its steel tube housing. The stator shall be arranged to prevent the pumped material from contacting the bonding or the tube.

4. The rotor shall be joined to the drive shaft by a carbon steel connecting rod and crowned gear type, grease lubricated, sealed universal joints of chrome alloy tool steel of adequate design to transmit the required thrust and torque while allowing the rotor to move through is eccentric path. The gear joint seals shall be clamped at both outside and inside diameters and recessed within heavy walled steel tubing to prevent damage by rags or other objects.

5. To maximize universal joint and seal life, the connecting rod operating angle shall not exceed one and one-third (1-1/3) degrees off center. To minimize the moment of the transmitted radial force on the bearings and to minimize overall pump length, the connecting rod shall telescope within a hollow drive shaft and shall be attached to the drive shaft in close proximity to the bearings. This point of attachment shall not be more distant from the nearest bearing than the spacing between the two bearings. This method of drive shall minimize the shaft deflection in the stuffing box area. Flexishaft shall be unacceptable.

6. The drive shaft shall be mounted in two tapered roller bearings. The Anti-Friction Bearing Manufacturer's Association minimum B-10 life expectancy of the bearings shall be in excess of 30,000 hours at the maximum operating conditions of this Specification. Fittings shall be provided for grease lubrication of the bearings.

7. The stuffing box shall be equipped with a ductile iron gland, split TEFLON lantern ring and shall be suitable for continuous water flush lubrication. The packing shall be grafoil dye formed packing ring by Power Dynamics, Burnsville, MA. A one-eighth inch (1/8") NPT connection shall be provided

for sealing water and stuffing box drain. Construction of the stuffing box shall permit use of mechanical seal in lieu of packing. The construction shall be such that the gland may be adjusted or the pump repacked without dismantling any other part of the pump.

8. Pressure indicator/switches shall be provided on the suction side of the pumps, to indicate low pump suction pressure and to shutdown the pumps in the event of low suction pressure. The indicator/switches shall be identical to the pressure indicator/switches specified below except that scale range shall be 0 to 60 feet (0-60').

9. The pump manufacturer shall provide a pressure indicating switch or a pressure gauge/pressure switch arrangement suitable for the type of service intended in the discharge line of the pump in the event of excessive discharge pressure and to transmit an alarm signal to a remote location. The indicating pressure switch or combination pressure switch/pressure indicator shall have a range of zero (0) to 100 psi. Gauges shall be approximately four and one-half inches (4-1/2") in diameter. Gauge accuracy shall be within two percent (2%) of scale range. Bourdon tube shall be phosphor bronze with forged brass socket and tip. Connections shall be one-third inch (1/3") male NPT. Dials shall have black lettering and scales on a white background and shall bear legend showing service and units of graduation. Gauge dials shall be sealed to prevent entrance of moist air. Cases shall be brass or stainless steel. The switch shall have a continuous duty rating of two (2) amps at 110 volt, 60 Hz, single pole double throw contacts and an average differential of contact action no greater than one percent of range. Set point shall be adjustable. Accessories shall include a seal of 316 stainless steel flushing connection to prevent matter from entering gauge element, tee handle shut off cocks and pulsation dampers. Gauges shall be Helicoid Solid State Indicating Controller or equal.

C. Motors

1. Motors shall be horizontal, totally enclosed, fan cooled, foot mounted, NEMA Design B, of horsepower and speed as specified in Paragraph 1.06 and shall conform to Section 01170 and Division 16 and be suitable for VFD connections.

D. Base

1. The motor, drive and pump shall be mounted in-line, on a common base of welded steel or cast iron, arranged to collect drainage to a pipe away drain. Provide grout holes for grouting to the concrete base.

2.02 SURFACE PREPARATION AND SHOP PRIME PAINTING

A. All surfaces shall be prepared and shop primed as part of the work under this Section. Surface preparation and shop priming shall be as specified in Section 09900.

2.03 CONTROLS

A. Controls shall be provided as described within Division 11 and as shown on the Instrumentation "I" drawings. The remote speed control shall be located on the vacuum filter operating floor.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Installation shall be in strict accordance with the manufacturer's instructions and recommendations in the locations shown on the Drawings. The pump assemblies shall be installed under supervision of a representative of the manufacturer supplying the equipment. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations. Anchor bolts shall be set by the contractor in accordance with the manufacturer's recommendations.

3.02 INSPECTION AND TESTING

A. Furnish the services of a factory representative for two (2) days who has complete knowledge of proper operation and maintenance to inspect the final installation and supervise a test run of the equipment. These services may be combined with those provided under Paragraph 1.03C.

B. After all pumps have been completely installed, the contractor, under the direction of the manufacturer's factory representative, shall conduct in the presence of the Engineer, such tests as are necessary to ensure that pump discharge conforms to the Specifications. Field tests shall include all pumps included under this Section. The contractor shall supply all electric power necessary to complete the field tests. Pumps shall be operated for at least 24 hours prior to acceptance.

C. If the pump performance does not meet the Specifications, corrective measures shall be taken by the Contractor, or pumps shall be removed and replaced with pumps which satisfy the conditions specified.

D. In conjunction with the above tests, it shall also be demonstrated that the pumps speed controls are properly installed and calibrated to provide the specified control. Any deficiency in the controls or their installation shall be corrected by the Contractor without additional compensation.

TABLE "A"

PROGRESSIVE CAVITY PUMPING UNIT DESIGN REQUIREMENTS

ITEM/DESIGN CONDITIONS	CRITERIA
Maximum Motor Full Load Speed (RPM)	1,750
Motor to be Supplied (HP)	25
Pump Design Speed (RPM)	MOTOR FULL LOAD SPEED
Suction Size, Minimum (Inches)	6"
Discharge Size, Minimum (Inches)	8"
Primary Capacity (GPM)	250
TDH at Primary Capacity (Feet)	40'

END OF SECTION

SECTION 13300

INSTRUMENTATION AND CONTROLS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. Furnish and Install all instrumentation and controls hereinafter specified to perform the intended function. Work shall include all labor, materials, plant facilities and equipment, performance of all work necessary to complete the manufacturer, to make factory tests, to prepare and load for shipment, to deliver to the site, to provide programming, calibration, installation supervision, system start-up, services and incidentals required to completely furnish and install a control system as specified herein and shown on the Contract Drawings.

B. **PICS shall be Rexel Industrial Automation, no equal.**

C. All equipment, materials, programming, and services hereinafter termed "the system", shall be integrated by the control system integrator who, with the contractor, shall coordinate and have responsibility for interconnecting with equipment now existing and/or being installed under this or other contracts as shown on the drawings and loop diagrams.

D. Auxiliary and accessory devices necessary for system operation or performance such as transducers or relays to interface with existing equipment or equipment provided under other sections of this Specification shall be included whether specified or not.

E. Attention is directed to the fact that the Instrumentation and Control System shall be furnished by a single pre-qualified system integrator who shall provide all of the services, equipment and appurtenances required to achieve a fully integrated and operational system. To facilitate the owner's future operation and maintenance, products shall be of the same major instrumentation manufacturer with panel mounted devices of the same type and model as far as possible.

F. Substitutions on functions or equipment specified will not be acceptable. In order to ensure the interchangeability of parts, the maintenance of quality, the ease of interfacing between the various sub-systems and the establishment of minimums with regard to ranges and accuracy, strict compliance with the above requirements shall be maintained. In order to ensure compatibility between all equipment, it shall be the responsibility of the system supplier hereunder to coordinate all interface requirements with existing equipment and with mechanical and electrical system suppliers and furnish any signal isolation devices that might be required.

G. Equipment shall be fabricated, assembled, installed, and placed in proper operating condition in full conformity with detail drawings, specifications, engineering data,

instructions and recommendations of the equipment manufacturer as approved by the Engineer.

H. Equipment removed in the course of this work shall become the property of the owner.

I. All equipment and installations shall satisfy applicable national, state and local mechanical and electrical codes.

1.02 QUALIFICATIONS

A. The Contractor shall use only the approved system supplier Rexel Automation, no equal.

1.03 SUBMITTALS

A. Following award of contract, shop drawings shall be submitted as outlined under the General Conditions and as described herein. Submittals shall be complete giving at least equipment specifications, details of connections, wiring, range, and dimensions. Submittals consisting of only general sales literature shall not be acceptable.

B. Submit detailed information for each instrument or control device including manufacturer's descriptive literature and a specific data sheet for each device and its configuration which shall include as a minimum.

1. Tag number per the loop diagrams.

2. Product (item) name used herein and on the contract drawings.

3. Manufacturer's complete model number.

4. Location of the device.

5. Input/Output characteristics.

6. Range, size, and graduations.

7. Physical size with dimensions, enclosure NEMA classification and mounting details.

8. Materials of construction of all components.

9. Instrument or control device sizing calculations, where applicable.

10. Certified calibration data on all flow metering devices.

11. Accuracy, resolution, hysteresis, and frequency response.

C. Submit a detailed loop diagram on a single eight and one-half inch by 11-inch (8-1/2" x 11") sheet for each monitoring or control loop. The format shall be the Instrument Society of America Standard for Instrument Loop Diagrams, ISA-S5.4. Each wire shall be shown with all terminations as part of the loop diagram. Terminations furnished under other sections of this Specification shall be shown and completely identified on the as-built drawings in the submittal. The loop diagrams shall use the same numbers as used herein.

D. Submit detailed ladder diagrams of the relay and switch. The ladder diagram format shall be the same for all processes, systems, sub-systems and equipment. Diagram formats differing based on different manufacturers will not be accepted. Rungs of the ladders shall be cross-referenced. All functions shall be annotated and cross-referenced to loop drawings.

E. The data sheets shall be provided with an index and proper identification and cross-referencing. There shall be separate volumes for field/panel and in-line equipment. The in-line equipment shall be coordinated with the piping work. The detailed loop diagrams shall accompany the field/panel instrument submittal. Each volume shall be submitted in its entirety. Partial submittals will be rejected.

F. Submit detailed drawings concerning control panels and/or enclosures including:

1. Cabinet assembly and layout drawings to scale.

2. Fabrication and painting specifications.

3. Color selection samples for selection by the Engineer.

4. Point to point wiring diagrams depicting wiring within the panel as well as connections to external devices.

5. Where graphic screen displays are required, submit detailed color screen print displays including symbols icons and line widths, as well as color selection samples and details of fabrication.

G. Exceptions to the Specifications or drawings shall be clearly defined by the system supplier. Data shall contain sufficient details so a proper evaluation may be made by the Engineer.

1.04 FINAL DOCUMENTATION

A. Prior to final acceptance of the system, four (4) sets of Operating and Maintenance manuals covering instructions and maintenance on each type of equipment shall be furnished as noted herein.

B. The instructions shall be bound in three-ring binders with drawings reduced or folded for inclusion and shall provide at least the following as a minimum.

1. A comprehensive index.

2. A complete "As Constructed" set of approved shop drawings.

3. A complete list of the equipment supplied including serial number, ranges and pertinent data.

4. Full specifications on each item.

5. System schematic drawings "As Constructed" illustrating all components, piping and electrical connections of the systems supplied under this section.

6. Detailed service, maintenance and operation instructions for each item supplied.

7. Special maintenance requirements particular to this system shall be clearly defined, along with special calibration and test procedures.

8. The operating instructions shall also incorporate a functional description of the entire system with references to the system's schematic drawings and instructions.

9. Complete parts lists with stock numbers and name, address and telephone number of the local supplier.

1.05 SOURCE QUALITY CONTROL

A. The manufacturers of the equipment and fabricators of panels and/or cabinets supplied under this section shall allow the engineer and/or owner to inspect and witness the testing of the equipment at the site of fabrication. Equipment shall include the cabinets, special control systems and other pertinent systems and/or devices. A minimum of ten (10) working days notification shall be provide to the Engineer prior to testing. No shipments shall be made without the Engineer's approval.

1.06 PRODUCT HANDLING

A. Shipping Precautions

1. After completion of shop assembly, factory test and approval all equipment, cabinets, panels and consoles shall be packed in protective crates and enclosed in heavy duty polyethylene envelopes or secured sheeting to provide complete protection from damage, dust and moisture. Dehumidifiers shall be placed inside the polyethylene coverings. The equipment shall then be

skid-mounted for final transport. Lifting rings shall be provided for moving without removing protective covering. Boxed weights shall be shown on shipping tags together with instructions for unloading, transporting, storing and handling at jobsite.

2. Special instructions for proper field handling, storage and installation required by the manufacturer for proper protection shall be securely attached to each piece of equipment prior to packaging and shipment.

B. Identification

1. Each component shall be tagged to identify its location, tag number and function in the system. Identification shall be prominently displayed on the outside of the package.

2. A permanent stainless steel or other non-corrosive material tag firmly attached and permanently and indelibly marked with the instrument tag number as given in the tabulation, shall be provided on each piece of equipment supplied under this section.

C. Storage

1. Equipment shall not be stored outdoors. Equipment shall be stored in dry permanent shelters and shall be adequately protected against mechanical and corrosive damage. If any apparatus has been damages, such damage shall be repaired by the Contractor at his own cost and expense. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such tests as directed by the Engineer. This shall be at the cost and expense of the Contractor or the apparatus shall be replaced by the Contractor at his own expense.

PART 2 – PRODUCTS

2.01 INSTRUMENTATION

A. All instrumentation supplied shall be of the manufacturer's latest design and shall produce or be activated by signals which are established standards for the water and wastewater industries.

B. All electronic instrumentation shall be of the solid-state type and shall utilize transmission signals which conform to all FCC and local requirements.

C. Outputs of equipment that are not of the standard signals as outlined shall have the output immediately converted to compatible standard signal as for remote transmission.

D. All instruments shall be provided with mounting hardware and floor stands, wall brackets or instrument racks as shown on the drawings, or as required.

E. Equipment installed in a hazardous area shall meet Class, Group and Division as shown on the contract electrical drawings to comply with the National Electrical Code.

F. All indicators and readouts shall be linear in process units.

G. Electronic equipment shall be of the manufacturer's latest design utilizing printed circuitry and suitably coated to prevent contamination by dust, moisture and fungus. Solid state components shall be conservatively rated for their purpose to assure optimum long-term performance and dependability over ambient atmospheric fluctuations and 0 and 100 percent (0-100%) relative humidity. The field mounted equipment and system components shall be designed for installation in dusty, humid and slightly corrosive service conditions.

H. All equipment, cabinets and devices furnished hereunder shall be heavy-duty type designed for continuous industrial service. The system shall contain products of a single manufacturer, insofar as possible, and shall consist of equipment models which are currently in production. All equipment provided shall be of modular construction and shall be capable of field expansion.

I. All electronic equipment shall be provided with radio frequency interference protection.

2.02 ELECTRICAL

A. All equipment shall be designed to operate on a 60-hertz alternating current power source at a nominal 110 volts plus or minus 10 percent (±10%), except where specifically noted. All regulators and power supplies required for compliance with the above shall be provided between power supply and interconnected instrument loop. Where equipment requires voltage regulation, constant voltage transformers shall be supplied.

B. All analog transmitter and controller outputs shall be 4-20 milliamps into a minimum load range of 0-750 ohms, unless specifically noted otherwise. All switches shall have double pole, double throw contacts rated at a minimum of 600 VA, unless specifically noted otherwise. Material and equipment used shall be UL approved wherever such approved equipment and materials are available. All equipment shall be designed and constructed so that in the event of a power interruption, the equipment specified hereunder shall resume normal operation without manual resetting when power is restored. UPS System shall be provided under this Division for control panel (CP). Refer to Division 16 Specifications for UPS requirements.

2.03 LIGHTNING/SURGE PROTECTION

A. General

1. Lightning/surge protection shall be provided to protect the electronic instrumentation system from induced surges propagating along the analog and discrete signal and power supply lines. The protection systems shall be such that the protection level shall not interfere with normal operation, but shall be lower than the instrument surge withstand level and be maintenance-free and self-restoring. Instruments shall be housed in a suitable metallic case, properly grounded. Ground wires for all surge protectors shall be connected to a good earth ground and where practical, each ground wire run individually and insulated from each other. These protectors shall be mounted within the instrument enclosure or a separate NEMA 4X junction box coupled to the enclosure. The units shall be as manufactured by Innovation Technologies or approved equal.

B. Power Supply

1. Protection of all alternating current (AC) instrument power supply lines shall be provided. Cabinet(s)/panel(s) and groups of field instruments, as approved by the Engineer, shall be protected by isolation transformers and surge suppressors. Individual field instruments shall be protected by individual gas tube surge suppressors.

C. Signal Line

1. Protection of all field analog, discrete, digital and telemetered signal lines shall be provided. Protection devices shall be installed at both ends and as close to the instrument being protected as possible. Where signal lines enter control rooms through an interface cabinet, the protection devices shall be mounted in the interface cabinet.

D. Warranty

1. A five (5) year warranty shall be provided by the surge/lightning suppression equipment manufacturer. The warranty shall cover the replacement of all protected equipment for a period of five (5) years after the date of acceptance.

PART 3 – EXECUTION

3.01 GENERAL INSTALLATION

A. Instrumentation and accessory equipment shall be installed in accordance with the manufacturer's instructions. The locations of equipment, transmitters, alarms and similar devices shown on the drawing are approximate only. Exact locations shall be as approved by the Engineer during construction.

B. Obtain in the field all information relevant to the relevant to the placing of process control work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.

C. The instrumentation loop diagrams indicate the intent of the interconnections between the individual instruments. Any exceptions should be noted.

D. The installation details on the drawings indicate the designed installation for the equipment specified. Where specific installation details are not specified or shown on the drawings, the American Petroleum Institute (API) Recommended Practice 550 shall be followed as applicable.

E. All work shall be executed in full accordance with codes and local rulings. Should any work be performed contrary to said rulings, ordinances and regulations, the Contractor shall bear full responsibility for such violations and assume all costs arising therefrom.

F. All equipment used in areas designated as hazardous shall be designed for the Class, Group and Division as required on the electrical drawings for the locations. All installation shall be in strict accordance with codes.

G. Unless specifically shown in the contract documents, direct reading or electrical transmitting instrumentation shall not be mounted on process piping. Instrumentation shall be mounted on instrument racks or stands as detailed on the installation detail drawings. All instrumentation connections shall be provided with shut-off and drain valves. For the differential pressure transmitters, three-way stainless steel valve manifolds shall also be provided. For slurries, chemical or corrosive fluids diaphragm seals with flushing connections shall be provided.

H. All piping to and from field instrumentation shall be provided with necessary unions, test tees, couplings, adapters and shut-off valves.

I. Field instruments requiring power supplies shall be provided with local electrical shut-offs and fuses as required.

J. Brackets and hangers required for equipment mounting shall be provided. They shall be installed in a workmanlike manner and not interfere with any other equipment.

K. The system supplier shall investigate each space in the building through which equipment must pass to reach its final location. If necessary, the system supplier shall be required to ship his material in sections sized to permit passing through restricted areas in the building. The system supplier shall also investigate and make any field modifications to the allocated space for each cabinet, enclosure and panel to assure proper space and access (front, rear, side).

L. The shield on each process instrumentation cable shall be continuous from source to destination and be grounded as directed by the manufacturer of the instrumentation equipment, but in no case shall more than one ground point be employed for each shield.

M. Lifting rings from cabinets/assemblies shall be removed. Hole plugs shall be provided for the holes of the same color as the cabinet.

3.03 INSTALLATION

A. The system supplier shall coordinate the installation, placing and location of system components, their connections to the process equipment panels, cabinets and devices subject to the Engineer's approval. He shall be responsible to ensure that all field wiring for power and signal circuits are correctly done in accordance with best industry practice and provide for all necessary system grounding to insure a satisfactory functioning installation. The Contractor hereunder shall schedule and coordinate his work under with that of the electrical work specified under applicable sections Division 16.

3.04 TESTS

A. The Contractor shall furnish the services of the system supplier’s servicemen, all special tools, calibration equipment and labor to perform the tests. Certified copies of the tests shall be furnished in duplicate to the Engineer.

B. Following connections, check-out and final adjustment of all panels, instruments, meters, monitoring and control devices, a performance check shall be made on each. Analog instruments and system inputs shall be tested at 0 percent (0%), 25 percent (25%), 50 percent (50%), 75 percent (75%), 100 percent (100%), and 1,001 percent (1,001%) of scale, as required. All status and alarm switches as well as all monitoring and control functions shall also be checked. Each device on the loop/logic diagrams must be signed off by the Engineer as being acceptable. Testing shall be done from the signal source (transmitter) to the Data Acquisition and Process Control System including all field wiring.

C. If, during running of the tests one or more points appear to be out by more than the specified amount, the system supplier's servicemen shall make such adjustments or alterations as are necessary to bring equipment up to Specification performance. Following such adjustment, the tests shall be repeated for all specified points to insure compliance.

3.05 INSTRUCTION

A. The Contractor shall furnish a system supplier's representative for a field training program to be run at the owner's plant site and consist of up to two (2) days instruction for owner's personnel. The program shall cover instrumentation debugging, troubleshooting, calibration and maintenance procedures and system operation. This training program will be held at a time chosen by the owner and will be exclusive of any instruction given at the time of system start-up.

END OF SECTION

SECTION 13310

INSTRUMENTATION AND CONTROLS
FIELD INSTRUMENTS AND PANELS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. This Section covers work related to the furnishing, installation, and testing of the various field elements and panels to be supplied with the Process and Control System Integrator (PICS).

B. **The PICS for this project is Rexel Industrial Automation, no equal.**

1.02 SUBMITTALS

A. Materials and Shop Drawings:

1. Furnish, as prescribed under the General Requirements, Shop Drawings covering the items included under this section or work.

2. Submit Shop Drawings at one time, as a package, for complete interface checking. Partial submittals will not be accepted. However, a separate submittal for the field instruments and the control panels will be allowed.

3. Specifically, include the following information:

a. Catalog information, descriptive literature, wiring diagrams, and shop drawings on all components of the field instruments.
b. Individual data sheets for all components of the field instruments and control panels to supplement the above information by citing all specific features for each specific component (e.g., scale range, materials of construction, special options included, etc.,). Each component data sheet shall bear the component name and instrument tag number designation shown in the Drawings and Specifications.
c. Catalog information on all miscellaneous electrical and mechanical devices furnished under this section.
d. Shop drawings and catalog material for all control panels and enclosures. Include panel elevation (front, side, interior), construction shop drawings, schedules, and sizing, calculations.
e. Panel wiring diagrams of all control panels. Diagrams shall be complete electrical wiring diagrams showing all components and all auxiliary devices such as relays, alarms, fuses, lights, fans, heaters, etc. All wires and terminals shall be numbered on the diagrams, and line

cross references shall be labeled. Include wiring interface to I/O of the PLCs. Include on the drawings, a tag number to identify each component, referenced to a component identification list.

f. Loop diagrams, consisting of individual wiring and/or plumbing diagram for each analog loop showing all terminal numbers, the location of the DC power supply, the location of any booster relays or common dropping resistors, surge arrestors, etc. The loop diagrams shall meet the minimum requirements of ISA S5.4 plus divide each loop diagram into three areas for identification of element locations: panel face, face-of-panel, and field, respectively. On each diagram present a tabular summary of: (1) the output capability of the transmitting instruments; (2) the input impedance of each receiving instrument; (3) an estimate of the loop wiring impedance based on the wire sizes and lengths shown; (4) the total loop impedance; and (5) reserve output capacity.

g. Power requirements and heat dissipation summary for all control panels. Power requirements shall state required voltages, currents, and phase(s). Heat dissipations shall be maximums and shall be given in BTU/HR. Summary shall be supplemented with calculations.

h. System interconnect diagram that shows all connections required between component parts of the items covered in this section and between the various other systems specified in this Contract. Number all electrical terminal blocks and field wiring. Identify each line at each termination point with the same number. Do not use this number again for any other purpose in the complete control scheme. Coordinate the electrical interconnect wiring diagram with Division 16, Electrical.

i. Installation details for all field mounted devices and panels to show conformance with those shown on the Drawings.

j. Configuration documentation for all programmable devices to indicate actual settings used to set the device scale, range, trip points, and other control parameters.

k. Submit the proposed layout, wiring diagram, mounting details, color section, dimensional data, and materials data for the graphic panel.

4. Submit a list of manufacturer's recommended spare parts and expendables to be supplied with the field instruments and control panels, with the manufacturer's current price for each item.

5. Operating and Maintenance Manuals: See Section 13300 for general requirements. For each field device and panel mounted control device provided, assemble the fully updated approved submittal information plus all available service manuals for the devices in binders with identifying tabs and data sheets.

1.03 WARRANTY AND GUARANTEES

A. The PICS shall furnish to the Owner a written one year guarantee commencing with final acceptance, that all equipment and parts thereof, material and/or workmanship for the field elements, instruments, and control panels are of top quality and free from defects.

PART 2 - PRODUCTS

2.01 GENERAL

A. See Section 13300 for general requirements for name tags, corrosion protection, lightning/surge suppression, electronic transmission, and other electrical considerations.

2.02 CONTROL PANELS

A. PICS Control Panels: Provide the control panels shown on the drawings in materials and rating noted below. Size free-standing control panel(s) as shown on the Drawings. Smaller surface mount panels shall be sized to adequately dissipate heat generated by equipment mounted inside or on the panel face.

1. Finish:

a. Smoothly finish panel face openings for panel-mounted equipment. Cut with counterboring, and provide with trim strips as required to give a neat finished appearance.

b. After fabrication, provide all steel panel surfaces (excluding stainless steel) with a phosphatized treatment inside and out, and then finish with two (2) coats of baked enamel. Paint the panel interiors white, ANSI No. 51. The exterior color shall be selected by the Engineer.

2. Access and Identification:

a. Provide a continuous piano hinge door for ease of access on all control panels. Expose a minimum of 80 percent (80%) of the panel interior for door openings. NEMA 12, 4, and 4X rated panel door openings shall be sealed and fully gasketed. Provide print pockets on each door. Two (2) door enclosures shall have a removable center post. Sealed panel doors shall be equipped with quick release latches. NEMA 1 rated panel doors shall be equipped with a three-point latching mechanism.

b. All components and terminals shall be accessible without removing other components except for covers.

c. Surface mounted panels shall have conduit entry from the bottom only. Freestanding, NEMA 1 panels shall have an open area in the bottom for conduit entry.

d. Provide fully gasketed glass window on the panel door when noted or shown to allow viewing of internally mounted devices without opening the door.

e. Provide laminated plastic nameplates for all front face panel mounted controls to completely define their use.

f. Provide identification tags and wire number tags as specified elsewhere for all internal components, wires, and terminals.

3. Corrosion Control: Protect all panels from internal corrosion by the use of corrosion inhibiting vapor capsules, Hoffman, model A-HCI, or equal. Provide sealed panels with combination drain/breathers, Crouse-Hinds model ECD18; or equal.

4. Temperature Control: Provide panels mounted in outdoor or unheated areas with thermostatically controlled space heaters to maintain internal temperatures above dew point. Provide outdoor panels with integral sun shields.

5. Construction: All panels shall be manufactured items, Hoffman Engineering, or equal. Minimum metal thickness shall be 14-gauge. Provided stiffeners as required to prevent deflection under instrument loading and permit lifting without racking or distortion. When required, provide removable lifting rings and fill plugs to replace rings after installation.

6. Electrical:

a. Provide a main circuit breaker and branch circuit breaker for each branch circuit as required to distribute power within each panel form the main power feed. Make provisions for bottom feeder conduit entry and provide terminal board for termination of all wiring. Provide access to the breakers when the panel door is open. The following rules apply for actual circuit wiring:

1. No more than 20 devices on any single circuit.

2. Do not group multiple units of parallel operations on the same board circuit.

3. Do not exceed an amp capacity of 12 amps for any branch circuit.

4. Panel (or site) lighting, receptacles, heaters, controls, telemetry, and fans shall be on a separate branch circuit.

b. The PICS supplier shall design, furnish and install all interior wiring within the control panels and furnish complete wiring diagrams showing the electrical circuits inside the panel and interconnections between the panel and the external instruments and components. Identify and number all terminals and wires. Attach plastic, snap on numbered tags to each panel wire for identification. Inside each panel, provide a copy of the panel wiring diagram. No power shall be applied until the PICS supplier has approved the installation.

c. Wiring within panels shall meet the following requirements:

1. Discrete wiring shall be 300 volt, type THWN stranded copper, sized for the current carried, but not smaller than No. 16 AWG.
2. Power wiring shall be 300 volt type, stranded copper No. 14 AWG size, for 120V service.
3. Analog signal wiring shall be 300 volt, stranded copper in twisted shielded pairs, no smaller than No. 16 AWG.
4. Restrain wiring with plastic ties or ducts. Hinge wiring shall be secured at each end with bend area protected with a plastic sleeve.
5. Separate analog or DC circuits at least six inches from any AC power or control wiring.

d. All relays shall be the compact, general purpose, plug in type. Contacts shall be rated for not less than 10 amperes at 120V. Provide relays with neon status lights and test buttons. Time delay relays shall have integral adjustment knob and rangeability of at least 10:1. All relays shall have permanent, legible identification.

e. Terminal blocks shall meet the following requirements:

1. Provide the greater of 20 percent (20%) of all connected terminals or four (4) unused spare terminals for each type supplied.
2. Provide terminal blocks for DC and analog signals separate from AC circuit terminal blocks.
3. Screw type terminal connections shall be locking, fork-tongue or ring-tongue lugs crimped with proper sized anvil. Terminate no more than two (2) plugs per terminal with no more than one (1) wire per lug.
4. Compression clamp terminal connections shall be stripped and prepared per manufacturer's recommendations. Terminate no more than one wire per screw and yoke.
5. Use of aluminum connectors shall not be permitted without prior approval of the Engineer. Connectors shall be either copper or steel.

6. Terminate data highway and other communications cable connections per manufacturer's recommendations, located near the bottom of the panel at the point of entrance to the panel.

f. Provide power supplied as required to power instruments of circuits requiring DC power. Convert 120V AC to DC power of appropriate voltage, voltage regulation, and ripple control to operate within equipment tolerances. DC power supplies shall be of the linear type and design to eliminate switching RFI. Output over voltage and overcurrent protection devices shall be provided. Provided NEMA 1 enclosures for all power supplies within panels.

g. Provide, when shown on the wiring diagrams, the indicated control panels with an internal, hand switch controlled, 40-watt fluorescent light and a 120V, 15 amp, duplex receptacle.

h. Provide all panels with an isolated copper grounding buss to ground all signal and shield connections. Ground each analog signal shield on one end at the receiver end only. Properly ground all surge and transient protection devices. Coordinate grounding system with Division 16, Electrical.

i. For 480V panels, provide a 120V dry type control transformer for the panel control and other 120V circuits. Transformers shall be sized to meet higher service rating than actually applied and shall be provided with fused primary and secondary.

j. Install surge suppression devices so that they may be easily identified and replaced. A permanent I.D. # or nameplate shall be affixed to each device.

2.03 MATERIALS AND EQUIPMENT

A. The following are the component specifications followed by specific device descriptions and unique settings or materials for specific devices identified on the drawings:

1. Alarm, Audible Horn:

a. Provide audible horn that generates a loud audible alarm when activated by 115V AC power. The horn shall surface mount remotely as noted, suitable for outdoor use.

b. Outdoor units with sealed conduit entry, shall be Ronon Model 350W, or equal.

2. Alarm, Visual Beacon:

a. Warning lights shall be flashing type units that produce 360 degree beams of colored light. Flashing light shall be 60 to 80 flashes per minute. Unit shall be a solid state strobe source. Light color shall be

red and unit shall have simple technique for relamping. Units shall be suitable for remote mounting, as note, and shall operate on 120V AC power, unless otherwise notes or shown. Housing shall be weatherproof, suitable for use in outdoor environments without other protection. General purpose units shall be Benjamin Electric Manufacturing, Series KL-4000; or equal.

3. Counter, Totalizer:

   a. Totalizers shall have counting rate, and other appropriate characteristics, to suit application. Unit shall be "silent", non-mechanical, self-powered electronic type. Units shall accept speed counts up to 3000 cpm and be nominally four inches by two inches (4" x 2") in size.
   b. Units shall be non-resettable and sealed suitable for panel mounting as shown. Units shall mount flush with the panel mounting front face. Units shall operate on self-contained battery power with a minimum of 10-year life. Units shall be labeled showing units and multipliers. Unit shall have six (6) digit, two-inch (2") LCD digital display and shall register unit digit values noted. Counter-Totalizers shall be Veeder-Root Series 7997, or equal.

4. Indicator, Digital Panel, Oil or Watertight:

   a. Units shall be oiltight NEMA 12, or watertight NEMA 4, as noted. Units shall surface mount as noted and indicate process variable value in engineering units on 32-digit LCD, backlit display. Process indicators shall be horizontal digital indicators nominally 2.0 inches (2") high by 4.0 inches (4") wide with display digits nominally half inch (0.5") in height. These indicators shall accept a 4-20 mA DC input signal and shall display the value of the represented analog variable in engineering units with scale range as noted. Decimal point shall be field selectable. Unit shall be provided with a permanent service legend to display the engineering units of the process variable. Unit shall operate loop power or on 120V line power.
   b. Digital panel indicators shall be mounted to the panel mounting front face. Units shall be Crompton Modutec Series 2000 or equal.

5. Indicator, Digital Field, Watertight:

   a. Units shall be watertight, mounted as shown and indicate process variable value in engineering units on 32-digit LCD display. Process indicators shall be horizontal digital indicators nominally 4.0 inches (4") high by 6.0 inches (6") wide with display digits not smaller than eight-tenths of an inch (0.8") in height. These indicators shall accept a 4-20 mA DC input signal and shall display the value of the represented

analog variable in engineering units with scale range as noted. Decimal point shall be field selectable. Unit shall be provided with a permanent service legend to display the engineering units of the process variable. Unit shall be loop powered in 24V powered loop.

b. Digital field indicators shall be Action Instruments Model V560; or equal.

6. Indicating Light, Oiltight: Units shall be heavy duty, oiltight, push to test industrial type with integral transformer for 120V AC application. The lights shall be rated for NEMA 1 service. Units shall have screwed on flat faced lenses in colors shown and factory engraved legend plates as noted. Units shall be Square D type K, Allen Bradley Type 800H, or approved equal.

Type	Color
LT-1	Green
LT-2	Red
LT-3	Amber

7. Indicating Light, Watertight: Units shall be heavy duty, watertight, push to test, industrial type with integral transformer for 120-volt AC applications. The lights shall be rated for NEMA 4X service. Units shall have screwed on prismatic lenses in colors shown and factory engraved legend plates as and when shown. Units shall be Square D Type SK, Allen Bradley Type 800H or approved equal.

Type	Color
LT-1	Green
LT-2	Red
LT-3	Amber

8. Level Float Switch, Suspended:

a. Units shall be direct acting float type level switches consisting of a mercury switch enclosed in a float connected to a two (2) conductor, combination support and signal cable. The entire assembly shall be watertight and impact resistant. Floats shall be formed of a chemical resistant plastic material. Cable shall be rugged and flexible with heavy neoprene or PVC jacket. The actuation/deactuation differential shall not exceed one inch (1"). The switch shall be rated at five (5) amperes at 120 volts. Units shall be stainless steel bracket suspended type. Provide each float with 10 feet (10') of cable.

b. Units shall be supplied with integral weight assemblies for stabilization and positive operation of suspended units.

c. Units shall be Consolidated Electric Co., Model LS; Anchor Scientific, Inc., Model Roto-Float Type S; or approved equal.

9. Switch, Maintained Contact, Oil-tight:

a. Units shall be heavy duty, oil-tight, industrial type selector switches with contacts rated for 120-volt AC service at 10 amperes continuous. The switches shall be rated for NEMA 1 service. Units shall have factory engraved legend plates indicating position definition. Operators shall be black knob type. Units shall have the number of positions and contact arrangements as required. Units shall be single hole mounting in panel thicknesses of one-sixteenth inch (1/16") or one-quarter inch (1/4").

b. Units shall be Square D Class 9001, Type K, Allen Bradley Type 800H; or equal.

Type	Contacts
SS-1	2
SS-2	3
SS-3	4
SS-4	5

10. Switch, Maintained Contact, Watertight:

a. Units shall be heavy duty, watertight, industrial type selector switches with contact rated for 120-volt AC service at 10 amperes continuous. The switches shall be rated for NEMA 4X service. Units shall have factory engraved legend plates indicating position definition. Operators shall be black knob type. Units shall have the number of positions and contact arrangements as required. Units shall be single hole mounting in panel thicknesses of one-sixteenth inch (1/16") to one-quarter inch (1/4").

b. Units shall be Square D Class 9001, Type K, Allen Bradley Type 800H; or equal.

Type	Contacts
SS-1	2
SS-2	3
SS-3	4
SS-4	5

11. Switch, Momentary Contact, Oil-tight:

a. Units shall be heavy duty, oil-tight, industrial type push buttons with momentary contact rated for 120-volt AC service at 10 amperes continuous. The push buttons shall be rated for NEMA 1 service. Units shall have factory engraved legend plates indicating service definition. Units shall have contact arrangements as required and be black. Units shall be single hole mounted in panel thicknesses of one-sixteenth inch (1/16") to one-quarter inch (1/4").

b. Units shall be Square D Type K, Allen Bradley Type 800H, or equal.

Type	Color
PB-1	Green
PB-2	Red
PB-3	Black

B. The following are the general components descriptions for the miscellaneous components of the PICS that are required to implement the various control functions of the field elements and control panels that are not specifically identified on the drawings:

1. Converter, Current-to-Current, Isolator:

a. Units shall receive a 4-20 mA DC input signal and shall produce a repeated, isolated, proportional 4-20 mA DC output signal into loads in the range of zero (0) to 1200 ohms without load adjustments for a 24V DC supply. Input impedance shall be less than or equal to 50 ohms. Unit accuracy shall be plus or minus 0.25 percent (±0.25%) of span. Unit shall be provided with multi-turn span and zero adjustment.

b. Units shall be housed in a NEMA 4X rated enclosure with integral supports suitable for wall mounting. Unit shall operate on an isolated 120 volt, 60 Hz power supply.

c. Units shall be Moore Industries SCT, AGM Electronics PTA 4000, Rochester Instrument Systems Model SC1326, or equal.

2. Converter, Current-to-Pulse Frequency:

a. Unit shall accept an analog input and utilize time integration to produce a pulse rate output proportional to the input. The computing relay shall be housed in a metallic dust cover with integral bracket for rear of panel mounting. Unit shall accept a 4-20 mA DC input with input impedance of 250 ohms or less.

b. Pulse frequency scaling shall be provided so that each output pulse represents the unit digit value required. Unit shall operate on 24-volt DC and be provided with power supply operation. Output shall be provided with adjustable dropout of zero to five percent (0-5%) of input span.

c. Accuracy shall be plus or minus 0.25 percent (±0.25%) of span with temperature stability of 0.01 percent (±0.01%) per degree F. Unit shall have multi-turn zero and span adjustment. Units shall be Moore Industries, LIT; AGM Electronics, PTA 4011; Rochester Instrument Systems, Model SC-1356; or equal.

3. Current Switch, Isolator:

a. Units shall receive an isolated 4-20 mA DC input signal and shall provide an adjustable contact closure on the selected setpoint. The set point shall be continuously adjustable over the full input span and shall be repeatable within plus or minus 0.1 percent (±0.1%) of span. Activation on rising or falling setpoint shall be internally adjustable. Dead band shall be continuously adjustable from one to 100 percent (1-100%) of full scale.

b. The contact output shall be an isolated DPDT contact rated for five (5) amps at 120V AC. Units shall be housed in a NEMA 1 rated enclosure. Unit shall operate on an isolated 120 volt, 60 Hz power supply.

c. Units shall be Moore Industries DCA, AGM Electronics PTA 4034 or 4035, Rochester Instrument Systems Model 1218 or 1219, or equal.

4. Pressure Transmitters

a. All pressure sensors/transmitter assemblies shall be Rosemount Model #3051.

5. Flow Meters

a. All flow meters for this project shall be McCrometer Ultra-Mag, (submersible), no equivalent is allowed.

6. Circular Chart Recorder

a. Honeywell model # DR4500

7. Submersible Level Transducer

a. Ameter Drexelbrook Model #750

END OF SECTION

SECTION 13311

PROCESS INSTRUMENTATION AND CONTROL SYSTEM
PROGRAMMABLE LOGIC CONTROLLERS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. This Section covers work related to the Programmable Logic Controllers (PLC) of the PICS, and supplements the requirements of Section 11300, Process Instrumentation and Control System.

B. This section describes PLC and related hardware as manufactured by Allen-Bradley Company. The MMI shall be panel-view + 6, 10 inch (10"), color touch screen. Alternate products proposed for use must provide equal or better performance, memory and network interface options.

1.02 PLC NETWORK OVERVIEW

A. The PLC network is based on the use of programmable logic controllers (PLC). An individual programmable logic controller is referred to as a PLC, followed by the PLCs identification number.

B. Included in the PLC hardware are the PLC processors, I/O modules, network interface module and data hiway adapters, network data hiway lines, loader/monitors, remote I/O interface modules, monitor workstations, programming devices, and ancillary devices. Programmable logic controllers and their I/O are located in the process monitoring/control system panel (LCP).

C. The PLCs shall be used for data acquisition and control and shall provide automatic sequencing and discrete control of selected process equipment as shown on the Drawings and shall function as the distributed I/O for the plant wide computer monitoring system.

1.03 DESIGN RELATED SUBMITTALS

A. Hardware: Provide the following for all elements of the PLCs:

1. Block Diagram: A diagram showing all major PLC components. Identify components by manufacturer and model number. Show interconnecting cables diagrammatically (by type and size).

2. Bill of Materials: A list of all PLC components. Group components by type and include:

   a. Block Diagram: A diagram showing all major PLC components. Identify components by manufacturer and model number. Show interconnecting cables diagrammatically (by type and size).
   b. Bill of Materials: A list of all PLC components. Group components by type and include:

      1) Component manufacturer, model number, and part number.
      2) Component description.
      3) Quantity supplied.
      4) Reference to component catalog information.

   c. Descriptive Information: Catalog information, descriptive literature, performance specifications, internal wiring diagrams, power and grounding requirements, power consumption, and heat dissipation of all elements of the PLCs. Clearly mark all options and features proposed for this project.
   d. Network Interface Wiring Diagrams: Show all PLC elements, their interconnecting cables and I/O wiring terminations, and all terminations to all interacting elements. Terminations shall be numbered. These Drawings shall supplement and be coordinated with the control panel wiring diagrams submitted under Section 13310.
   e. Shop Drawings: Equipment installation drawings showing external dimensions, enclosure material and spacing, mounting connections, and installation requirements.
   f. Installation Details: Any modifications or further details as may be required to supplement the Contract Documents and adequately define the installation of the PLC elements.
   g. Input/Output List: For each I/O point list type (input/output, discrete/analog), tag number or description of the source or final control element, equipment description, PLC number, PLC terminal identification, and PLC address.

B. Software:

1. Software Design Submittal: This submittal shall be a detailed description o the PLC program. Submit this material during the program development stage. This submittal shall be reviewed for approval by the Engineer prior to the submittal of the Software Documentation.

   a. Program Description: A written overview description of each ladder or written logic program. These descriptions shall lead the user

through the major subsections of the programs. They shall generally describe the programming methods and techniques that were used to implement the functional requirements of this Specification.

b. Ladder Diagram Logic Listings: Each element (input, output, or special function block) shall have a 15-character minimum description. Ladder rungs shall have comments that describe the function of the rungs. Provide up to 10 60-character comment lines per ladder rung. Provide complete ladder diagram logic listings. Provide the following additional information integral to the ladder listings to document the PLC programs:

1) I/O Point Cross Reference List: Each input and output shall be capable of being given up to a 27-character alphanumeric functional identification that is printed above the respective input or output in the program listing. For each I/O point, the cross reference shall indicate each rung number where the point is used.
2) Internal Coil Cross Reference List: Each coil shall be capable of being given a 27-character alphanumeric function identification that is printed above the respective coil and all of its contacts in the program listing. For each coil, the cross reference shall indicate each rung number where the respective coil or contact is used.
3) Data Register Cross Reference List: For each register this list shall show the locations in the program where the register is used.
4) A listing of all programmed special functions, including memory locations used and location in the program where the special functions can be found. Function descriptions shall also be shown in the special function printout for all pertinent memory locations used in each special function. Programmed values of all memory locations used shall also be shown.
5) Timers, counters, integer add and subtract, move, PID function block, alternator counters, master control relay, and jump functions shall show all memory locations used and their programmed values.

c. Variable data memory storage record, indicating the memory location and description of the variable data; i.e., tag number, timer number, counter number.

C. Software Documentation: Provide this submittal at least 4 weeks prior to the witnessed Shop Tests. Provide a fully detailed version of all the software developed for the PLCs.

1.04 OPERATION AND MAINTENANCE MANUALS

A. Hardware: Provide the following:

1. Updated versions of all material submitted previously with all corrections and revisions made.

2. Component Manufacturers' O&M Manuals: Include manuals to cover installation, operation, maintenance, troubleshooting, and calibration.

3. List of spare parts and expendables provided and list of spare parts recommended, with manufacturer's current price of each item.

B. Software: Provide the following:

1. Programming Manuals: Component manufacturers' standard programming manuals, including communications software.

2. Software Documentation: Provide a final version of all the software development of the PLCs. Provide both a hard copy of the documentation plus two backup sets of 3-1/2 inch floppy disc file copies.

1.05 RECORD DRAWINGS

A. Provide record drawings of the PLC software ladder logic and the hardware configuration layout as specified in Section 11300.

PART 2 – PRODUCTS

2.01 GENERAL

A. The PLCs shall be used for data acquisition and control as indicated on the Drawings. The operations described hereinafter are intended to identify minimum acceptable performance. The Contractor shall provide all hardware and software features required to make the PLCs totally operational.

2.02 PROCESS INPUTS/OUTPUTS (I/O):

A. The PICS supplier shall provide sufficient I/O capacity to create a complete and operable system. The block diagrams on the drawings shall not be considered as representative of the final I/O requirements for the system.

B. Spare I/O:

1. Each I/O base shall have installed spare I/O points. For each type of I/O points used on a given base, the number of spare points of that type shall be at least one, but not less than 10 percent (10%) of the total points of that type that are used on the base.

2. Each I/O base shall also have space for at least one future I/O module, unless the Engineer determines that a full base is adequate in certain cases.

2.03 DATA ACQUISITION AND CONTROL REQUIREMENTS

A. Each device shall operate in one of three control modes: HAND, REMOTE, or AUTO. The mode shall be operator defined at each control panel or through the plant wide computer monitoring/control station. If conflicting control modes are initiated the following order of precedence indicates the active control point:

1. VFD or Motor Control Center.

2. Local Control Panel (LCP).

3. Central Processing Unit (CPU).

B. Critical Interlocks: All critical interlocks shall be done external to the PLC system. Critical interlocks shall be defined as interlocks where either personnel safety is at risk, major equipment damage is possible, or a function is otherwise defined as critical.

C. Power Failure and System Restart: Each PLC shall automatically reinitialize itself following return of power. This shall include restarting the processor, performing startup diagnostics, I/O scans, and memory scans. The PLC shall resume control as it was before the power failure. When incoming power drops below acceptable level, the PLC shall begin an orderly shutdown. The auto restart functions shall be logically staggered so as to minimize instantaneous peak power demand.

D. Adjustable Timers: The preset values for PLC program timers shall be able to be adjusted through the PLC loader/monitor.

2.04 SPECIFIC DATA ACQUISITION AND CONTROL REQUIREMENTS.

A. Control diagrams for proposed automated equipment are shown, in some cases, on the drawings.

B. Data acquisition and control requirements for specific processes and/or equipment are as listed:

1. Backwash Augmentation Pumps.

   a. Provide necessary hardware and software for local, remote, manual and automatic control of two (2) variable speed pumps. In automatic mode, pumps will vary speed to maintain constant flow rate.
   b. Programming shall include provisions for hi-low alarm/shut down, low tank level shut down, high flow shut down, check valve failures, etc.

2. Backwash Recovery Pumps.

   a. Provide necessary hardware and software for local, remote, manual and automatic control of two (2) variable speed pumps. In automatic mode, pumps will vary speed to maintain constant flow rate.
   b. Programming shall include provisions for hi-low alarm/shut down, no flow shut down, etc.

3. Backwash Valve Actuators.

   a. Provide necessary hardware and software to actuate two (2) open/close actuators on 10-inch (10") gate valves from LCP-6. Signal from plant SCADA.

4. LCP 2, 3, and 4.

   a. Reprogram three (3) existing SLC 5/05 PLCs to include automatic backwash sequence for filter cells. Install new HMI in each control panel and program to provide full function auto and manual of existing PLCs.

5. Sludge Control Panel.

   a. Integrate four (4) new variable speed pumps into existing control panel. Manual speed controls to be reworked for north and south sets of pumps. Control to be manual for run selection and speed control. Add status and alarm signals from sludge thickener drives, integrate into plant SCADA. Install new HMI in existing control panel.

6. Main Plant SCADA.

a. Rework existing and/or add new screens to main plant SCADA to incorporate new and existing systems included in the project.
b. Communicate remote signals through existing/proposed fiber network for control of equipment via SCADA system.

2.05 PROCESSOR

A. Processor RAM memory shall be a minimum of 250K words for program storage.

B. Processor Scan Time shall not exceed one (1) msec per 1K program typical.

C. Basic Processor Functions

1. Real-time control of output points for turning on and off digital devices such as motor starters and solenoids.

2. Read the status of real world digital inputs from limit switches, float switches, and other field devices.

3. Real-time control of analog process control variables.

4. Read the status of real world analog set points and feedback values.

5. Perform timing, counting, sequencing, and interlocking functions for pump control.

6. Process local alarm handling functions.

D. Math and Advanced Functions

1. Four function math in floating point or signed integer format.

2. Convert to/from BCD.

3. Data comparison and manipulation.

4. Scaling from integer data into engineering units such as flow and pressure.

5. Full PID Instructions for control of process control variables such as flow and pressure.

6. ASCII instruction set for interfacing to ASCII devices.

7. Built-in processor interrupt functionality to report recoverable processor faults back to the polling master.

8. Compute Instruction which executes a mathematical expression and can be used for totalizing functions.

9. Trigonometric and Exponential math functions.

E. Real-Time Calendar Clock for time stamping alarms and events. Clock must be accurate to within plus or minus (±) 60 seconds per month while operating at 25 °C.

F. Built-in RS-232 port for SCADA serial communications.

G. Removable processor key switch to guard against program tampering by unauthorized personnel.

2.06 I/O CHASSIS

A. I/O chassis must be available in 4, 7, 10, and 13 Slot configurations.

B. The chassis shall be sized such that there is room to add additional modules for future process expansion. At least one (1) open slot shall be available on 4 and 7 slot chassis, and a minimum of two (2) open slots shall be available on the 10 and 13 slot chassis.

C. The PLC system must have the ability to add expansion chassis(s) to the main chassis without the use of a remote I/O adapter module. Passive extension or ribbon cables are acceptable for the extension chassis(s). Product shall be of hook and hang design and suitable for mounting on an enclosure sub-panel.

2.07 I/O CARDS

A. Discrete Input Cards: Solid-state input circuits rated for 10-30VDC operation. Cards must be available in 8 and 16 point configurations and shall source current to the field device. Each input point shall have a status LED which indicates the ON or CLOSED condition for that field sensor or switch. Cards with 16 points must have removable terminal strips so that module can be easily replaced without disturbing the field wiring.

B. Discrete Output Cards: Relay-contact output circuits rated for 5-265VAC or 5-125VDC operation. Cards must be available in 4, 8, and 16 point configurations.

C. Analog Input Cards: Analog inputs shall capable of reading in -20 to +20mA, 0 to +20mA, or 4-20mA. The A/D converter shall provide a minimum 4095:1 resolution (12 bits) over the full range from module minimum to module maximum.

D. Analog Output Cards: Analog Outputs shall be capable of outputting -20 to + 20mA, 0 to +20mA, or 4-20mA signals. The A/D converter shall provide a minimum 4095:1 resolution (12 bits) over the full range from module minimum to module maximum.

2.08 COMMUNICATIONS

A. The PLC / DCS system shall include communications of the following types: SCADA serial communications, Remote I/O Control Network, Peer to Peer Communications Network.

B. The PLC / DCS shall have resident at its RS-232 port, a Half-Duplex communications protocol that is suitable for a multi-drop single master and multiple slave SCADA network. The protocol shall be capable of supporting up to 255 stations including the polling master. The communications performance between the DCS processor and the RTUs shall be capable of following:

1. The PLC / DCS processor shall be the polling master in the SCADA network.

2. Communications protocol shall provide Report By Exception (RBE) functionality. With RBE, do not transmit any message back to the master unless a new event or alarm has occurred since the last time the slave was polled. Each RTU shall have the ability to initiate a command, either to the master or a peer station.

3. No ladder logic programming shall be required in the Master PLC to poll the RTUs. The Master shall have a polling list stored in its data table that identifies all RTUs by station number. The polling shall take place automatically once the list has been defined, even if the master is in the "PROGRAM" mode. The remotes shall be capable of messaging the master and updating the master's data table even while the master in being programmed.

4. Communications protocol shall include Fast CRC Bit Error Retry functionality. Should a message be rejected due to transmission bit errors, protocol shall provide an immediate retry, not waiting for the master to time-out. Set the Master time-out to be set longer than the longest message, so that a problem remote station will not choke the SCADA system.

5. Peer to Peer communications between RTUs without intervention from, or programming at, the Polling Master.

6. Non-Responding Poll List. Any remote station that does not respond and times-out shall be placed in a non-responding poll list and an operator alerted. After each poll, one of the remotes in the list shall be re-polled to determine if it has re-established communications.

7. PLC Processor shall be capable of remote on-line programming, as well as monitoring of RTU data, via the telemetry system.

8. Communications protocol must be “open”, published, and available at no cost. Protocol must be compatible with a wide variety of modem/radio manufacturers.

C. Processor shall have a built-in communications port that allows it to communicate on a multipoint, peer-to-peer, data communications network with the following performance:

1. The network shall support data transfer for up to 64 PLCs or Computers.

2. The network shall communicate at 57.6K baud at a maximum distance of up to 10,000 feet (10,000').

3. The network shall use twin-ax shielded cable (Belden 9463 cable) as its communications medium.

4. The network protocol shall use token passing as its means for broadcasting and decoding messages on the network bus.

D. The PLC / DCS system shall be capable of controlling remote I/O racks, Variable Frequency Drives, Operator Interface Terminals (OIT), and any other devices that can be configured as Remote I/O adapter. This shall be accomplished through a rugged Industrial Control Network with the following criteria:

1. The Remote I/O network shall be a Master-Slave configuration with the scanner module acting as the Master and all remote devices acting as slaves.

2. The network shall be capable of controlling remote output modules and reading the status of remote input modules.

3. The PLC / DCS shall have a scanner module that is slot mounted in the chassis

4. The scanner module will scan the remote racks in an asynchronous manner from the CPU scan of the local I/O.

5. The Remote I/O network shall be capable communications at the following distances from the scanner module and at the baud rate indicated:

a. 10,000 ft. maximum @ 57.6 Kbaud.
b. 5000 ft. maximum @ 115 Kbaud.
c. 2500 ft. maximum @ 230 Kbaud.

6. The network shall use twin-ax shielded cable (Belden 9463 cable) as its communications medium.

7. The remote I/O scanner shall support up to 512 I/O and up to 16 remote nodes.

8. The scanner module shall be capable of supporting Block Transfer Read or Write up to 64 words of data.

9. The PLC / DCS shall support up to 8 Remote I/O scanners per PLC system

10. The PLC / DCS shall be capable of downloading or passing through an application file to an OIT, or other Remote I/O device. This allows the OIT Screens to be developed and modified from the central location of the PLC / DCS master.

2.09 DIAGNOSTICS

A. The processor shall have built-in diagnostics and self-test, such that each time power is cycled, the processor does a complete CPU and RAM memory test. Additionally the power-up test will momentarily light up all diagnostic LED's to be sure they are working. The processor shall be capable of reporting major and minor fault codes and processor status information back to the polling master, provided the fault is not a catastrophic hardware failure where the processor is unable to power up.

B. The processor shall have a built-in watchdog timer to ensure that all processor program scans occur within the time limit set by the watchdog timer. The watchdog timer cycle shall be adjustable from 20 msec to two and a half (2.5) seconds in 10 msec increments.

C. The processor shall have individual LED indicators that are clearly visible and labeled for easy identification. At a minimum the following indicators must be provided:

1. CPU is in RUN mode.

2. CPU is FAULTED.

3. CPU battery is LOW.
4. I/O points are FORCED and are not under program control.

5. COMMUNICATION channels are active.

2.10 FIBER OPTIC MODULE

A. The fiber optic Data Hi-Way communication modules shall be fully compatible with the PLC system provided. The modules shall be rack mounted and serve to convert network communications into an optical medium. Devices provided shall be as manufactured by Phoenix Digital or approved equal.

PART 3 – EXECUTION

3.01 TESTING

A. Witnessed Shop Tests: Test all non-loop-specific functions including, but not limited to, the following:

1. Failure Mode and Backup Procedures: Power failure, auto restart, disk backup and reload, diagnostic functions.

2. Communication with the computer network system.

3. Man-Machine Interface: Operation of monitor/loader stations and operator workstations.

4. Programming and documentation methods and features.

3.02 OWNER TRAINING

A. Operations: Provide a minimum of two (2) days of training at the jobsite for the Owner's personnel in the operation of the PLCs. Training shall include:

1. Standard operational features of PLC equipment provided.

2. Specific features provided for this project including loop functions, operation of each loop, and interfaces with other loops and subsystems.

B. Maintenance: Provide a minimum of one (1) day of on-site training for the Owner's personnel in the maintenance of the PLC system. Training shall include:

1. Standard hardware features of the PLCs.

2. Specific training for the actual hardware configuration provided.

3. Test, adjustment, and calibration procedures.

4. Troubleshooting, component removal and replacement, and periodic maintenance.

END OF SECTION

SECTION 14920

OVERHEAD MONORAIL SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall furnish and install an overhead monorail system as shown on the Drawings. Monorail equipment shall include, but not be limited to manual chain hoist, monorail assembly, and I-Beam.

1.02 RELATED WORK DESCRIBED ELSEWHERE:

A. Painting: Section 09900.

1.03 QUALITY ASSURANCE

A. All crane equipment shall be designed with a safety factor, based on the ultimate strength of the materials, of not less than five, and shall comply with ANSI (B.30.2.0) and OSHA Standards.

B. Equipment Manufacturers: The crane system shall be as manufactured by J. Herbert Corporation; or approved equal.

C. Field Verification: Verify field conditions, particularly check rail dimensions prior to fabricating monorail system.

1.04 SUBMITTALS

A. Shop Drawings: Copies of all materials required to establish compliance with these specifications shall be submitted in accordance with the General Conditions. Submittals shall include at least the following:

1. Certified shop drawings showing all details of construction and dimensions.

2. Descriptive literature, bulletins, and/or catalogs of the equipment.

3. All information required by the General Conditions.

4. Total weight of all equipment and single largest item or component.

5. A list of manufacturer's recommended spare parts.

6. Certification by the manufacturer that the equipment to be furnished complies fully with the design criteria of the equipment specified herein.

B. Operating Instructions: Furnish to the Engineer, as required in Section 01730:

1. Instructions shall be prepared specifically for this equipment and installation.

2. Operation and maintenance instructions shall include the following as a minimum:

a. All required equipment cuts.
b. Drawings.
c. List of local facilities to obtain spare parts for all equipment.
d. List of manufacturer approved service organizations for all equipment.

1.05 DELIVERY, STORAGE AND HANDLING

A. Deliver a complete system ready to install as job progress requires.

B. Store in weathertight building or suitable covering to protect against damage of any nature.

C. Handle during delivery, storage and installation in a manner to prevent damage of any nature.

1.06 WARRANTY AND GUARANTEES

A. Components shall be warranted against defects in material and workmanship for a period of one (1) year from Owner's acceptance.

PART 2 – PRODUCTS

2.01 EQUIPMENT

A. Underhung Monorail:

1. The monorail shall be of I-beam construction. The monorail shall be designed to resist all vertical, lateral and torsional forces combined as defined by current CMMA specifications for overhead monorails. End travel stops shall be fabricated from structural shapes.

B. Monorail: Monorails and connecting hardware shall conform to the requirements of the AISC Manual of Steel Construction.

C. Paint and Load Markings: Shop coated equipment shall be furnished in accordance with the requirements of Section 09900. The monorail shall be cleaned, primed and finish coated with highly visible yellow enamel. The hoist and trolleys shall have manufacturer's standard finish. Rated load markings shall be attached to the equipment in accordance with OSHA Standards.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Equipment shall be installed in accordance with the Drawings and approved shop drawings.

3.02 FIELD QUALITY CONTROL

A. After installation of equipment, the Contractor shall test the crane system with a load of 25 percent (25%) over capacity over its full range of movement. This test shall be witnessed by the Owner and Engineer.

B. The Contractor shall furnish the services of the manufacturer's experienced, factory trained, authorized service representative for a minimum of one (1) eight (8)-hour day. The manufacturer's representative shall inspect and perform the necessary testing to assure and certify proper operation of the equipment. The service representative shall also train the Owner's personnel in the proper operation, maintenance and control of the crane system. The manufacturer's representative shall revisit the job site for eight (8) hours per day as often as necessary after installation until all problems are corrected and the equipment has passed the acceptance test and is operating satisfactorily.

Table A

Monorail Requirements

Location	**High Service Reuse Pump Building**
Capacity, tons	1
Required Lift, ft	10

END OF SECTION

SECTION 15000

MECHANICAL – GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 WORK INCLUDED

A. The Contractor shall furnish and install complete and ready for use, all the equipment, machinery, apparatus, motors, drives, tools, meters, charts and other accessories, and shall perform such operations and tests, all as specified herein, and as indicated on the drawings.

B. The materials of construction of all equipment furnished and permanently installed on the project shall be of best quality. The workmanship of construction, finish and fit shall be equal to the highest industry standards. All equipment and/or components thereof shall be new, and shall not have been in service at any other installation.

C. The desired standard of quality for each item of equipment is established by reference on the drawings and in the specifications to specific manufacturer's products. Materials of construction and/or fabrication shall equal or exceed the standard of the referenced product. The Contractor's attention is called to Article 1.06.

1.02 EQUIPMENT WARRANTY

A. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by the Contractor shall be guaranteed against manufacturing and/or design inadequacies, materials and workmanship not in conformity with the paragraph above, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of two (2) years or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by the Owner. Each piece of equipment, device or components thereof which shall fail within the above specified term of the guarantee shall be replaced and installed with reasonable promptness by the Contractor without cost to the Owner.

B. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

C. On all equipment ample mean of lubrication shall be provided for all bearings and other metal parts in sliding contact.

D. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment. Alemite industrial-type fittings, or equal, shall be used for grease lubrication except as noted.

1.03 SPECIAL TOOLS

A. Special tools, wrenches and thickness or depth gauges required for removing parts and for making adjustment shall be included with each item of equipment having wearing parts and requiring repairs or adjustments. All accessories such as indicating gauges, indicators and lubrication devices necessary for the proper maintenance and operation of the equipment shall be furnished and stored safely at the site of the work and delivered to the Owner after the equipment is accepted.

1.04 SAFETY REQUIREMENTS

A. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental regulatory agencies.

1.05 NAMEPLATES

A. Each major component of equipment shall have the manufacturer's name, catalog and/or model number, and serial number on a corrosion-resistant plate securely attached to the item of equipment.

1.06 INITIAL OPERATION AND TESTS

A. Upon completion of all the mechanical work, in a manner satisfactory to the Engineer, the Contractor shall designate a day for initial testing of the equipment. Prior to such completion date, the Contractor shall give the Owner seven (7) days notice thereof in writing, and the Owner will then appoint the personnel which will operate the plant equipment, and on the test day designated, the Contractor shall make the initial test to determine the performance using the personnel designated by the Owner and such personnel of his own as is specified or as he deems necessary to complete the tests.

B. The initial tests shall be limited to a period of 24 hours' duration and during this time the mechanical performance of all equipment shall be tested and demonstrated by the Contractor. If the demonstration and tests indicate satisfactory mechanical performance in the operation of the equipment, the Contractor will then be given a three (3) day notice by the Engineer to make a final guarantee test of the plant equipment under normal operation. During the initial tests and the three (3) day period between the initial tests and the final tests, the Contractor's personnel shall supervise the operation of the plant equipment, assist and train the Owner's operating personnel in their duties. Experts on equipment installation and operation, as specified or necessary as well as complete, written, detailed erection, operation and maintenance instructions, shall be furnished by the Contractor to insure proper training and instruction of the Owner's personnel. A minimum of six (6) complete sets of operation and maintenance instructions shall be provided.

C. The final guarantee tests shall be for a period of 24 hours' duration, except as otherwise provided, and shall be made at the conclusion of the three (3) day period of operation and training. These tests shall be made under normal operating conditions under the supervision of the Contractor's personnel. This test is for the purpose of demonstrating that all performance and efficiency guarantees of the equipment and other requirements in compliance with these specifications have been met, that the operation of all equipment is coordinated and that all controls operate satisfactorily in coordination with the equipment installed.

D. In the event the initial or final guarantee testing and demonstration of equipment and controls does not meet the guarantee conditions or is not demonstrated to the satisfaction of the Engineer, the Contractor shall, at his own expense, make such changes and adjustments in the equipment which he deems necessary and shall conduct further tests until full satisfaction is indicated by the Engineer and written certification is received thereof.

1.07 SHOP PAINT

A. All ferrous metal on plant equipment, unless otherwise specified or directed by the Engineer, shall receive shop paint compatible with field costs provided by the Contractor, in accordance with the requirements of the section of the specifications entitled, "Painting and Special Coatings in Part A of Technical Specifications.

PART 2 – MATERIALS AND EQUIPMENT

2.01 EQUIPMENT

A. Equipment Requiring Variations from Structures Shown on the Plans.

B. It is the intent that the Contractor shall furnish equipment which may be installed and shall operate properly in the structure as shown. Should the Contractor select

alternate equipment resulting in an alteration to, addition to, enlargement of, or any other changes from the lines, dimensions and grades shown on the drawings, the Contractor shall make such changes or alterations as are required and no additional payment will be made by the Owner for changes in structures occasioned by the selection of alternate equipment. All such variations shall be subject to review and acceptance by the Engineer.

C. Equipment requiring supplemental services in addition to those shown or specified in order to fulfill the operating objectives and including additional mechanisms, operating steps and/or controls as compared with specified equipment will not be acceptable.

END OF SECTION

SECTION 15050A

PIPING MATERIALS, DESIGNATION AND TESTING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: This section specifies the pneumatic, hydrostatic, and leakage testing of piping and acceptable piping materials for each application. The piping designations (mark) are also indicated.

B. Testing Records:

1. Provide a record of each piping installation during the testing. These records shall include:

a. Date of test.

b. Identification of pipeline tested or retested including designation.

c. Identification of pipeline material.

d. Identification of pipe specifications.

e. Test fluid.

f. Test pressure.

g. Remarks: Leaks identified (type and location), types of repairs, or corrections made.

h. Certification by Contractor that the leakage rate measured conformed to the specifications.

i. Signature of Engineer's representative witnessing pipe test.

2. Submit the test records to the Engineer's representative upon completion of the testing.

PART 2 – PRODUCTS

2.01 GENERAL

A. Testing fluid shall be water unless a pneumatic test for air or chemical systems is indicated on the Piping Pressure Test Schedule.

2.02 MATERIALS AND EQUIPMENT

A. Provide pressure gauges, pipes, bulkheads, pumps, and meters to perform the hydrostatic and pneumatic testing.

PART 3 – EXECUTION

3.01 TESTING PREPARATION

A. Pipes shall be in place and anchored before commencing pressure testing.

B. Conduct hydrostatic and pneumatic tests on exposed and above ground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.

C. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris. For pneumatic tests, blow air through the pipes.

D. Test new pipelines which are to be connected to existing pipelines by isolating the new line from the existing line by means of pipe caps, special flanges, or blind flanges. After the new line has been successfully tested, remove caps or flanges and connect to the existing piping.

E. Conduct hydrostatic tests on buried pipe after the trench has been completely backfilled. The pipe may be partially backfilled and the joints left exposed for inspection for an initial leakage test. Perform the final test, however, after completely backfilling and compacting the trench.

F. Testing of piping under structures shall be completed prior to beginning construction of the structure. In the case of concrete encased piping, the pressure test shall be conducted after the concrete encasement has been placed and cured, but prior to beginning construction of any structure above the piping.

3.02 INSPECTION AND TESTING

A. Hydrostatic Testing of Aboveground or Exposed Piping: Open vents at high points of the piping system to purge air while the pipe is being filled. Subject to piping system to the test pressure indicated. Maintain the test pressure for a minimum of two hours. Examine joints, fittings, valves, and connections for leaks. The piping system shall show no leakage or weeping. Correct leaks and retest until no leakage is obtained. Test pressure shall be 150 psi for water unless otherwise specified.

B. Hydrostatic Testing of Buried Piping:

1. Where any section of the piping contains concrete thrust blocks or encasement, do not make the pressure test until at least 10 days after the concrete has been poured. When testing mortar lined or PCCP piping, fill the pipe to be tested with water and allow it to soak for at least 48 hours to absorb water before conducting the pressure test.

2. Apply and maintain the test pressure by means of a hydraulic force pump. Maintain the test pressure for a minimum duration of two (2) hours. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. The allowable leakage rate is defined by the formula.

$$L = \frac{ND\sqrt{P}}{7{,}400}$$

in which:

L = allowable leakage (gallons/hours) during the test period.

N = number of rubber gasketed joints in the pipe tested (zero for flanged or welded pipe)

D = diameter of the pipe (inches)

P = specified test pressure (psig)

3. Repair and retest any pipes showing leakage rates greater than that allowed in the above formula.

C. Pneumatic Testing:

1. Test Pressure: As shown in the Specifications, or 150 psi.

2. Perform pneumatic testing using dry air. Perform tests only after the piping has been completely installed including supports, hangers, and anchors. Protect test personnel and Owner's operating personnel. Secure piping to be tested to prevent the pipe from moving and to prevent damage to adjacent piping and equipment. Remove or isolate from the pipe any appurtenant instruments or devices that could be damaged by the test, prior to applying the test.

3. Apply an initial pneumatic leakage test of 25 psig to the piping system prior to final leak testing. Examine for leakage, detected by soap bubbles, at joints and connections. After correcting visible leaks, gradually increase the pressure in the system to not more than one-half (1/2) of the test pressure. Then increase the pressure in steps of approximately one-tenth (1/10) of the test pressure until the required test pressure has been reached. Continuously maintain the pneumatic test pressure for a minimum time of four hours and for such additional time as may be necessary to conduct a soap bubble examination for leakage. The piping system shall show no leakage. Correct any visible leakage and retest.

D. Testing of Non-Pressure Piping:

1. Testing of non-pressure gravity flow pipe shall be accomplished by infiltration or exfiltration testing. Non-pressure piping which has a crown elevation below the groundwater table shall be tested by measuring the infiltration. Non-pressure piping which has a crown elevation above the groundwater table shall be tested by measuring the exfiltration.

   a. Infiltration Testing: The Contractor shall identify and prepare each section of piping to be tested. The designated piping shall be monitored for a minimum of four (4) hours. All buried leaks shall be located and repaired immediately and retested. All visible leaks must be repaired regardless of the measured leakage. No visible leakage will be allowed.

   b. Exfiltration Testing: The Contractor shall close all openings in the section of pipe to be tested. The hydrostatic water level of the pipe system shall be raised to a height equal to the maximum design submergence, but in no case less than three feet (3') above the highest point in the line. The closed system shall be maintained for a minimum duration of 4 hours. Any loss of volume shall be noted. The line will not be accepted until this measured quantity is less than 25 gallons per inch of diameter of pipe per mile of pipe per 24 hours.

All buried leaks shall be located and repaired as soon as possible. All visible leaks must be repaired regardless of the measured leakage.

2. If impractical to conduct the infiltration or exfiltration tests as specified, the line can be pressurized for low pressure air testing. The air test shall be made by attaching an air compressor or testing apparatus to a suitable opening. After closing all other inlets and outlets to the system, force air into the system until there is a uniform gauge pressure of five (5) psi. This pressure shall be held constant without introduction of additional air for a period of at least 30 minutes.

3. The allowable limits of infiltration or exfiltration of manholes shall not exceed a rate of 0.165 gallons per manhole per hour.

4. Testing shall proceed for a continuous period of at least four hours, with exfiltration or infiltration amounts measured by approved methods. Upon application of internal hydrostatic pressure for exfiltration testing, care shall be taken to preclude unseating the joint gaskets for a specific type of pipe by exceeding the pressure capability thereof.

5. Should any test fail, necessary repairs shall be accomplished by the Contractor and the test repeated until within the established limits. The Contractor shall furnish the necessary labor, water and all other items required to conduct the required testing and shall perform the necessary system repairs required to comply with the specified test.

3.03 DISINFECTION

A. Following pressure testing, the Contractor shall disinfect all sections of the water or reclaimed water distribution system, and receive approval thereof from the appropriate agencies, prior to placing in service. Advance notice shall be provided to the Engineer before disinfection procedures start. The disinfection shall be accomplished in accordance with the applicable provisions of AWWA Standard C651, "Disinfecting Water Mains", and all appropriate approval agencies. Testing shall be performed by approved, professional laboratory.

B. The disinfecting agent shall be liquid chlorine or sodium hypochlorite solution conforming to Federal Specification O-S-602b Sodium Hypochlorite, Grade D. Dry hypochlorite, similar or equal to "HTH" may also be used as the disinfecting agent.

C. The piping shall be disinfected by introducing the disinfecting agent into the water, which is being pumped into the system, in such manner that the entire system will be filled with water containing a minimum chlorine concentration of 50 ppm at any point. This water shall be allowed to remain in the system for a minimum contact period of eight hours before the system is flushed out.

D. After the disinfecting agents have been permitted to remain for the specified contact periods, the structures, pipelines, pumps and valves shall be thoroughly flushed with water until the residual chlorine tests are less than 0.2 ppm in each instance. The determination of the amount of residual chlorine in the system shall be made at such points and in accord with standard tests by means of a standard orthotolodine test set.

E. After any units or portions of the system have been disinfected and flushed as specified, samples of water shall be taken from several points as applicable in suitable sterilized containers and the samples forwarded to an independent, approved testing laboratory for bacterial examination. If repeated tests of such samples show the presence of coliform organisms, the disinfection shall be repeated or continued until tests indicate the absence of pollution. Two consecutive daily samples of two samples per day per sampling point shall be satisfactorily tested, sent to the Florida Department of Environmental Regulation for their approval, and approved before the system is placed in service.

F. The Contractor shall furnish all equipment and materials and perform the work necessary for the disinfecting procedures, including additional disinfection as required and testing lab services.

3.04 CONNECTION TO EXISTING SYSTEM

A. All connections to existing mains shall be made after complete disinfection of the proposed system and shall be made under the direction of the owners of the existing system. Valves separating the mains being installed from existing mains shall be operated by or under the direction of said owner's representative. The cost of the work in making the connections shall be paid for by the Contractor.

B. In the event the proposed main is to be connected to a main which has one or more active services between the point of connection and the first existing line valve, a temporary plug or cap shall be installed on the new main until the pressure tests and disinfecting are completed. Upon satisfactory completion, the cap or plug shall be removed from both mains and the connection made with pipe which has been swabbed out with a solution of chlorine and water. The connection shall be made as swiftly as possible and any water in the ditch shall be kept below the level of the pipe. The pipe line shall then be placed in service by the owner's personnel.

C. In the event any existing users will be without water while a connection is being made, the Contractor shall give the Owner 48 hours notice. The Owner will notify residents when the water will be turned off and when service will be resumed. In some instances, these connections may have to be made at night. No user shall be without water service for more than two hours.

D. Cut overs from existing water service lines at the meter box shall be accomplished by City personnel after the new water mains have been "cleared" for use and the Contractor has installed the required new water line corporation stops, service lines and curb stops as shown on the contract plans.

TABLE 15050

TREATMENT PLANTPIPING PRESSURE TEST SCHEDULE
AND MATERIAL LISTING

SERVICE	MARK	TEST PRESSURE IN PSIG	MATERIAL
Air	A	See Note 1	DIP OR SS
Alum	$ALW(SO4)^3$	See Note 2	SCH. 80 PVC
Backwash Air	BWA	See Note 1	DIP
Backwash Water	BWW	100	DIP
Chlorinated Effluent	CLE	100	DIP
Chlorine Gas Pressure	CGP	300, See Note 3	BLK. STEEL
Chlorine Gas Vacuum	CGV	See Note 4	SCH. 80 PVC
Chlorine Solution	CS	100	SCH. 80 PVC
Clarifier Effluent	CE	See Note 5	DIP
Compressed Air	CA	200	GS
Dechlorinated Effluent	DCLE	See Note 5	DIP
Dirty Backwash Water	DBWW	See Note 5	DIP
Drain	D	See Note 5	SEE NOTE 6
Filter Effluent	FE	See Note 5	DIP
Filter Influent	FI	See Note 5	DIP
Filtrate	F	100	DIP
Grit	GR	50	DIP
Internal Recirculation	IR	50	DIP
Methanol	M	See Note 2	SCH. 80 PVC

SERVICE	MARK	TEST PRESSURE IN PSIG	MATERIAL
Mixed Liquor	ML	See Note 5	DIP
Non-Potable Water	NPW	150	SEE NOTE 7
Odor Control Duct	OCD	See Note 1	SEE NOTE 8
Potable Water	PW	150	SEE NOTE 7
Plant Recycle	PR	50	DIP
Plant Recycle Drain	PRD	See Note 5	SEE NOTE 6
Polymer Liquid	PYL	See Note 2	SCH 80 PVC
Polymer Solution	PYS	See Note 2	SCH 80 PVC
Raw Sewage	RS	50	DIP
Return Activated Sludge	RAS	50	DIP
Reuse Water (Pressure)	RW	150	DIP, HDPE or PVC
Reuse Water (Gravity)	RW	50	DIP
Sanitary Sewer	S	See Note 5	SEE NOTE 6
Scum	SC	50	DIP
Seal Water	SW	See Note 9	SCH. 80 PVC
Sodium Hydroxide	NaOH	See Note 2	SCH. 80 PVC
Sodium Hypochlorite	NaOC1	See Note 2	SCH. 80 PVC
Sulfur Dioxide Gas Pressure	SDGP	300, See Note 3	BLK. STEEL
Sulfur Dioxide Gas Vacuum	SDGV	See Note 4	SCH. 80 PVC
Sulfur Dioxide Solution	SDS	100	SCH. 80 PVC
Sulfuric Acid	H2SO4	See Note 2	BLK. STEEL
Sump Pump Discharge	SPD	50	SCH. 80 PVC
Thickened Waste Activated Sludge	TWAS	100	DIP
Waste Activated Sludge	WAS	50	DIP

NOTES:

1. Discharge pipes shall be tested at one and a half (1.5) times the maximum output pressure of the blowers, but shall not be less than 50 psig. In addition, suction pipes, duct work or other vacuum conduits shall be vacuum tested at 1.5 times the maximum vacuum produced by blower operation.

2. Chemical feed piping shall be tested at 75 psig using compressed air.

3. Pneumatic test. Pressure test the system with nitrogen. Do not test through equipment.

4. Vacuum test. Perform pneumatic test to 100 psig using nitrogen. Do not perform pneumatic test through equipment. Afterward, perform vacuum test at 10 inch (10") Hg VAC between vacuum regulator and chlorinator or sulphonator, and at 25 inch (25") Hg VAC between chlorinator or sulphonator and injectors.

5. See Specification Section 15050, paragraph 3.02D for testing of non-pressure piping. Calculations for restraint of non-pressure piping shall use a valve of 15 psig.

6. Drains pipes/sanitary sewers shall be DR 18 PVC meeting AWWA C900 or C905 or Class 52 DIP. All drain pipes under structures shall be DIP and shall be concrete encased in accordance with the contract documents.

7. Piping for sizes less than four inches (4") shall be Schedule 80 PVC or HDPE, (as indicated). All other sizes of pipe shall be DIP of Class 250 or (DR 18) PVC. All above ground piping outside of structure 3 inches and less shall be Schedule 80 PVC while piping above three inches (3") in diameter shall be DIP.

8. Odor control duct work shall be vacuum tested at one and a half (1.5) times the maximum vacuum produced by blower operation, but shall not be tested at less than 10 inches (10") water VAC.

9. Test pressure requirements for seal water piping shall be one and a half (1.5) times the maximum working pressure, but test pressure shall not be less than 100 psig.

END OF SECTION

SECTION 15100

PROCESS AND UTILITY PIPING, FITTINGS, VALVES AND ACCESSORIES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work included in this Section consists of furnishing all labor, equipment and materials and in performing all operations necessary for the construction or installation of all process and utility piping, valves, valve boxes and all castings and appurtenances within, complete and ready for operation as shown on the Drawings and specified herein.

1.02 QUALITY ASSURANCE

A. Construction Requirements:

1. All underground lines shall be installed with at least 30 inches (30") of cover or as detailed on the drawings.

2. For underground utilities changes in pipe alignment and use of fittings may be allowed, subject to approval of the Engineer as to layout. Deflection shall not exceed 80 percent (80%) of the maximum allowable deflection as stated in the pipe manufacturer's installation instructions.

B. Pipe Inspection:

1. The Contractor shall obtain from the pipe manufacturers a certificate of inspection to the effect that the pipe and fittings supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. Certification shall be stamped with corporate seal.

2. All pipe and fitting shall be subject to visual inspection at time of delivery by rail or truck and also just before they are lowered into the trench to be laid. Joints or fittings that do not conform to these specifications will be rejected and must be removed immediately by the Contractor.

3. The entire product of any plant may be rejected when, in the opinion of the Engineer, the methods of manufacture fail to secure uniform results, or where the materials used are such as to produce inferior pipe or fittings.

1.03 SUBMITTALS

A. Shop Drawings:

1. In general six (6) copies of the following shop drawings shall be submitted to the Engineer for approval prior to construction:

a. Mill test certificates or certified test reports on pipe and fittings.
b. Details of restrained and flexible joints.
c. Valve vaults.
d. Valve boxes.
e. All gate, plug, ball, solenoid, check valves, and automatic air release valves.
f. Couplings.
g. Service saddles, curb & corp stops.
h. Flexible expansion joints.
i. Pressure gauges.
j. Identification tape.
k. Joint lubricant.
l. Detailed piping layout drawings and pipe laying schedule.
m. Temporary plug and anchorage system for hydrostatic pressure test.
n. Tie rods.
o. Reduces pressure backflow preventers.

2. A separate shop drawing submittal will be required for each major item listed above and for each different type of an item within a major item. For example, separate submittals will be required for gate, plug, ball, solenoid, check and automatic air release valves. All submittals shall be in accordance with the General Conditions and the Supplementary Conditions.

B. Acceptance of Material:

1. The Contractor shall furnish an Affidavit of Compliance certified by the pipe manufacturer that the pipe, fittings and specials furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No pipe or fittings will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

2. The Owner reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

C. Operation and Maintenance Manuals:

1. Submit copies of operation and maintenance manuals for all the items requiring routine maintenance.

1.04 DELIVERY, STORAGE AND HANDLING

A. During shipping, delivering and installing pipe, fittings, valves, backflow preventers, and accessories, they shall be handled in such manner as to ensure a sound undamaged condition.

B. Particular care shall be taken not to damage the pipe coating.

C. Insides of valves and backflow preventers shall be kept free of dirt and debris.

1.05 JOB CONDITIONS

A. Water in Excavation:

1. Water shall not be allowed in the trenches while underground pipes are being laid and/or tested. The Contractor shall not open more than 100 feet (100') of trench than the available pumping facilities are able to dewater to the satisfaction of the Engineer. The Contractor shall assume responsibility for disposing of all water so as not to interfere with the normal drainage of the territory in which he is working.

2. In no case shall the pipelines being installed be used as drains for such water, and the ends of the pipe shall be kept properly and adequately plugged during construction by the use of approved stoppers and not by improvised equipment. All necessary precautions shall be taken to prevent the entrance of mud, sand, or other obstructing matter into the pipelines. If on completion of the work any such materials have entered the pipelines, it must be cleaned as directed by the Engineer so that the entire system will be left clean and unobstructed.

PART 2 – PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

A. Ductile Iron Pipe: Ductile iron pipe shall be domestically (USA) produced and conform to the requirements of ANSI/AWWA C150/A21.50, latest revision. The minimum thickness class for all pipe greater than twelve inches (12") diameter shall be pressure Class 250, and all pipe twelve inches (12") or less in diameter shall be pressure Class 350.

B. Pipe shall have a minimum rated water working pressure of 250 psi and shall be furnished in laying lengths of 20 feet (20') or less, unless specifically shown otherwise on the Drawings. The pipe shall be lined and coated as specified below.

1. Interior Lining for Raw Activated Sludge (RAS), Sludge Lines and Force Mains: Ductile iron fittings and specials shall be coated with 40 mils nominal dry film thickness of Protecto 401 or approved equal in accordance with the manufacturers recommended actions.

2. Interior Lining for Potable and Reclaimed Water Piping: Ductile iron pipe, fittings and specials shall be cement lined in accordance with ASNI/AWWA C104, current revision, "Cement-Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water". The cement lining shall have a standard thickness and after curing the lining shall have a seal coat of bituminous material in accordance with ANSI/AWWA C104, current revision.

3. Exterior Coatings: The exterior of ductile iron pipe fittings and specials to be installed underground shall be coated at the factory with standard bitumastic coating.

4. Polyethylene Encasement: Where indicated the Contractor shall utilize polyethylene encasement in accordance with ANSI/AWWA C105-T1. The polyethylene shall conform to ASTM D 1248 and be color coded to the service application.

5. Ductile iron pipe, fittings and specials to be installed aboveground shall be furnished with a shop applied primer on the exterior. The shop primer shall be as specified in accordance with manufacturers recommendations.

C. Fittings: Fittings for ductile iron pipe shall be domestically (USA) produced either mechanical joint, restrained joint or flanged joint as indicated on the Drawings and shall have a minimum working pressure of 250 psi. Fittings shall be ductile iron and shall conform to ANSI/AWWA C110, ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions for flanged and mechanical joint pipe. Fittings shall be coated and lined as specified above for ductile iron pipe. The rubber gaskets for flanged, mechanical, and push on joints shall be as described below.

D. Push-On Joints: Pipe using push-on joints shall be in strict accordance with ANSI/AWWA C111, latest revision and shall be as manufactured by American Cast Iron Pipe Company (Fastite Joint), United States Pipe Company (Tyton Joint), or Clow Corporation (Super Bell Tite Joint). Jointing materials shall be provided by the pipe manufacturer and installation shall be in strict accordance with the manufacturer's recommended practice.

E. Mechanical Joints: Jointing materials for mechanical joints shall be provided by the pipe and fitting manufacturer. Materials assembly and bolting shall be in strict accordance with ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN, high strength, low alloy, and corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.

F. Flanged Joints: Flanges shall be American Standard for 125-pound steam pressure with any special drilling and tapping as required to insure correct alignment and bolting. Gaskets shall be rubber full face type, minimum thickness of one-eighth inch (1/8"). Flanged joints shall be made with bolts and nuts, studs with a nut on each end, or studs with nuts where the flange is tapped.

G. The number of size of bolts shall conform to the same American National Standard as the flanges. Unless noted otherwise, bolts and nuts shall be Grade B conforming to the ASTM Specifications for Steel Machine Bolts and Nuts and Tap Bolts, Designation A 307. Bolts and studs shall be of the same quality as machine bolts. Bolts and nuts shall have hexagonal heads. Where noted on the Drawings or where flanges are underground, stainless steel nuts and bolts shall be used for flanges. Stainless steel shall be Type 316 in accordance with ASTM A 320, Class 2.

1. Machined Surfaces: Machined surfaces shall be cleaned and coated with a suitable rust preventative coating at the shop immediately after being machined.

H. Restrained Joints: Restrained joints shall be provided for all buried piping systems at the location required to restrain the system thrust. Pipe joints and fitting shall be restrained as specified below.

1. Manufactured Restrained Joints: Manufactured restrained joints shall be Flex-Ring, Lok-Ring or Lok-Fast manufactured by the American Cast Iron Pipe Company, Lok-Tyte or Tr-Flex Type manufactured by the United States Pipe Company as manufactured by McWane, or an equal approved by the Engineer. Joints shall be manufacturer's standard specifically modified push-on type joints with joint restraint provided by ductile iron retainer rings joined together by corrosion resistant, high strength steel tee head bolts and nuts or with joint restraint provided by a welded on retainer ring and a split flexible ring assembled behind the retainer ring.

2. Restrained joint pipe and fittings shall be ductile iron only and shall comply with applicable portions of this specification. Manufactured restrained joints shall be capable of deflection during assembly. Deflection shall not exceed 80 percent (80%) of the manufacturer's recommendations.

3. Tee head bolts and nuts for restrained joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan, or an equal approved by the Engineer.

I. Alternate Restrained Joints:

1. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with mechanical joints may be restrained using a follower gland which includes a restraining mechanism. When actuated during installation, the restraining device shall impart multiple wedging action against the pipe wall which increases resistance as internal pressure in the pipeline increases. The pipe must be suitable for use with the proposed device.

2. The joint shall maintain flexibility after installation. Glands shall be manufactured of ductile iron conforming to ASTM A 536 and restraining devices shall be of head treated ductile iron with a minimum hardness of 370 BHN. The gland shall have standard dimension and bolting patterns for mechanical joints conforming to ASNI/AWWA C111 and C153, latest revisions.

3. Tee head bolts and nuts shall be manufactured of corrosion resistant, high strength, low alloy CORTEN steel in accordance with ASTM A 242.

4. The restraining wedges shall have twist off nuts to insure proper torquing. The mechanical joint restraint device shall have a minimum working pressure rating of 250 psi with a minimum safety factor of two (2) to one (1) and shall be MEGALUG® as manufactured by EBBA Iron, Inc. No other retainer gland type device will be acceptable. After installation prior to backfilling, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

5. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with push on joints may be restrained using a restraining gasket similar to the “Field Lok” gasket manufactured by U.S. Pipe & Foundry. The device must be suitable for the pipe and pressure rating intended and is subject to approval by the Engineer. The required length of restrained joint pipe shall be provided on either side of all valves and fittings employing restraining devices. Restrained lengths shall be calculated per DIPRA standards based on Type II laying conditions and an operating pressure of 150 psi, unless otherwise indicated.

2.02 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

A. Gravity Drainage Piping: PVC pipe used for gravity drainage piping installed underground shall be SDR 26 pipe. Fittings shall be as specified in Section 02550.

B. Small PVC Pressure Piping: Unless otherwise specified, all PVC pressure pipe smaller than four inches (4") nominal diameter shall be Schedule 80 PVC or Endot Endpure HDPE, (as shown). Schedule 80 pipe shall have either solvent welded or threaded joints. PVC pressure pipe shall bear the approved seal of the National Sanitation Foundation (NSF). PVC pipe that is exposed to sunlight shall be manufactured with additives to provide resistance to ultraviolet deterioration. No glued joint pipe shall be installed below ground, unless other specified. All water pipe is to be Class 200 (DR 21) gasketed bell and spigot pipe blue in color.

C. Fittings: Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D 2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D 2464. All solvent welded or threaded joints shall be watertight.

D. Flanges: Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with either solvent welded or threaded joints in accordance with ASTM D 2467 or ASTM 2464, respectively. Gaskets shall be neoprene, full faced type with a minimum thickness of one-eighth inch (1/8"). Nuts and bolts shall be hexagonal with machine threads, manufactured of Type 316 stainless steel in accordance with ASTM A 320, Class 2. Type 316 stainless steel flat washers with lock washers shall be used against PVC flanges.

E. Solvent Cement: PVC solvent cement shall be in compliance with ASTM D 2564 and in accordance with the pipe manufacturer's recommendations.

F. Thread Lubricant: Lubricant for Schedule 80 threaded joints shall be Teflon tape only.

G. Polyvinyl Chloride Pipe Four Inches (4") and Larger in Size for Pressure Service: Polyvinyl chloride pipe for nominal diameters four inches (4") to 12 inches (12") in size shall conform to the requirements of AWWA C900 with a dimension ratio of DR 18, pressure class 150, and gasketed integral bell ends. For PVC pipe larger than 12 inches (12") for pressure service, the pipe shall conform to the requirements of AWWA C-905 with a minimum DR of 25, pressure rating of 165 psi, with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 150 psi and with not less than a four (4) to one (1) sustained hydrostatic pressure safety factor. Fittings for C-900 PVC pipe shall be ductile iron fittings with restrained joint ends for potable water or reclaimed water lines, and restrained PVC fittings for sanitary force mains.

H. All PVC pipe installed shall be color coded for the service intended. Potable water piping shall be extruded blue, reclaimed water shall be lavender, force main white, and gravity sewer green. Care shall be taken to avoid exposure to sunlight. Pipe should be marked for its use in three places on the pipe barrel.

I. Joints [Four Inches (4") and Larger PVC Pipe]:

1. Bell and Spigot:

a. Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket with conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F 477 “Elastomeric Seals (Gaskets) for Joining Plastic Pipe”. PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Engineer.

2. Restrained Joints:

a. Where indicated on Drawings, to prevent pipe joints and fittings from separating under pressure, pipe joints and fittings shall be restrained as follows:

1) PVC pipe bell and spigot joints shall be restrained with EBBA Iron MEGALUG® Series 1500 Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A 536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A 242.

b. Cast iron mechanical joint fittings used with PVC pipe shall be restrained with the EBBA Iron MEGALUG® Series 2000 PV Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A 536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A 242.

c. Thrust Blocking. Provided concrete reaction or thrust backing on all pressure pipe lines four inches (4") in diameter or larger (except those having flanged joints or restrained joints) at all tees, plugs,

caps, and at bends defecting 222E or more, or movement shall be prevented by attaching suitable metal rods or straps as directed by the Engineer. Concrete used for this purpose shall be Class "C". Reference reaction blocking table is shown on construction plan details.

d. Joint restraint. Push on joints on either side of valves and fittings restrained by mechanical restraining devices shall be restrained with "Uni-Flange" mechanisms. The number of restrained joints shall be determined by DIPRA methods and a laying schedule shall be provided for approval by the Engineer prior to installation of joint restraint.

2.03 PVC FITTINGS [FOUR INCHES (4") AND LARGER PVC PIPE]

A. Fittings shall be PVC and manufactured of the same design as the PVC pipe. PVC fittings four inches (4") through 36 inches (36") shall be PVC injection molded made of materials meeting or exceeding the requirements of cell class 12454-B material as defined in ASTM D 1784. Fittings shall be manufactured with pipe that meets or exceeds AWWA C-905 standard. All PVC fittings must comply with or exceed ANSI/AWWA C907, Uni-B-12, and Uni-B-14 standards. All PVC fittings must be certified by CSA to the CSA B137.3 standard as third party certification. The fittings must be of the same design as the PVC pipe with an HDB of 4000 psi and minimum SDR 25 wall thickness design. All fittings must have UL-FM approval, and shall comply with or exceed all ASTM Standards for fittings. Fittings must have NSF-61 certification for contact with potable water. PVC fittings shall be pressure rated to 165 psi or greater.

B. All restrained joint systems shall be pressure rated the same as the PVC pipe and fittings. All components of the restraint system shall meet or exceed all requirements of ANSI/AWWA C-111/A21.11 latest revision. Restraints shall provide a full 360 degree contact on the pipe with sufficient gripping action to secure the clamp to the pipe and be designed so that the restraint action is increased as a result of increases in the line pressure. Restraint devices for PVC pipe and fittings shall consist of split restraint ring installed on the spigot, connected to a split ring which seats behind the gasket race of the fitting. The split restraint ring shall incorporate a series of machined serrations (not "as cast") on the inside diameter to provide positive restraint, exact fit and 360 degree contact and support of the pipe wall. The two halves of the split backup ring shall interlock without the need for additional bolts and shall form a beveled leading edge to assure exact fit behind the fitting gasket race. Restraint devices shall be of ductile iron, ASTM A 536, Grade 65-45-12 and connecting bolts shall be of high strength, low alloy material in accordance with ASNI/AWWA C111/A21.11. Restraint devices shall be Uni-Flange 1300 series or other approved restrained joint devices.

2.04 WALL SLEEVES, SEALS, PIPES AND NON-STANDARD CASTINGS

A. Wall Sleeves: Wall sleeves shall be of cast iron, ductile iron or carbon steel. The sleeve shall be hot dipped galvanized after fabrication and shall have a waterstop located in the center of the wall. Sleeves shall be provided with seals and shall be sized as required for the installation of seals. Sleeves shall terminate flush with finished surfaces of walls and ceilings, and shall extend two inches (2") above the finished floor unless otherwise shown on the Drawings.

1. Wall sleeves shall be installed for all piping passing through building walls and floors, except where noted on the Drawings. Sleeves shall be of sufficient size to pass the pipe without binding. Escutcheons shall be provided at walls and floor to completely conceal the sleeves smaller than three inches (3"). Escutcheons shall be 304 SS split-type.

B. Wall Sleeve Seals: Wall sleeve seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cease the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. The synthetic rubber shall be suitable for exposure to sludge and groundwater. Bolts, nuts and hardware shall be 18-8 stainless steel. The seals shall be Link Seal as manufactured by Thunderline Corporation or equal, and the wall sleeve and seal shall be sized as recommended by the seal manufacturer.

C. Wall Pipes: Wall pipes shall be of the size and types indicated on the Drawings. All wall pipes shall be of ductile iron and shall have a central fin not less than two inches (2") thick and the same diameter as the bolting flange cast midway of the length to form a waterstop. Each wall pipe shall be of the same grade, thickness and interior coating as the piping to which it is joined. Those portions of the wall pipes that are buried shall have a coal tar epoxy outside coating.

D. Non-Standard Fittings and Castings: Fittings having non-standard dimensions and cast especially for this project shall be of an approved design. Fittings shall be manufactured to meet the requirements of the same specifications and shall have the same diameter and thickness as standard fittings but laying lengths and types of ends shall be determined by positions in the pipelines and by the particular piping to which it is connected. Flange facing and drilling shall conform to the 125-pound American National Standards Institute. Where require, flanges shall be drilled and tapped for studs. Other dimensions shall be substantially equal to corresponding parts of standard bell and spigot fittings.

2.05 PIPE COUPLINGS

A. Couplings:

1. Pipe couplings used to joint two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. Pipe couplings shall be bolted type with steel middle ring and end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.

2. All carbon steel parts of the coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12-mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc.

3. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.

4. Bolts shall be manufactured of high strength Type 304 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.

5. Couplings shall be Style 38 as manufactured by Dresser Industries, Inc. or an equal approved by the Engineer.

2.06 PVC BALL AND BALL CHECK VALVES

A. PVC Ball Valves: All PVC ball valves two inch (2") through four inch (4") in size shall be of a one-piece capsule type manufactured of Type 1, Grade 1 PVC. Ball valves shall be true union design with two-way blocking capability and shall have solvent welded socket or NPT threaded ends. Ball valves shall have Teflon seats with Viton backing cushions and Viton O-ring seals, and shall be designed for a 150 psi water working pressure at 120 °F. Valves shall be supplied with ABS lever operating handles. PVC ball valves shall be manufactured by Asahi/America, or equal approved by the Engineer.

B. PVC Ball Check Valves: All PVC ball check valves one inch (1") through two and one-half inch (2-1/2") in size shall be of a solid thermoplastic construction manufactured of Type 1, Grade 1 PVC. Ball check valves shall be true union design with solvent welded socket or NPT threaded ends. Ball check valves shall be furnished with a solid thermoplastic ball. Ball seat shall be Teflon coated Viton. The same seal shall function as both the ball seat and the union seal. PVC ball check valves shall be designed for a 150 psi water working pressure at 120°F. Valves shall be manufactured by Asahi/America, or an equal approved by the Engineer.

2.07 GATE VALVES

A. Bronze Gate Valves: Gate valves installed aboveground, less than two inches (2") in size and smaller, shall be Class 150 all bronze valves conforming to Fed. Spec. WW-V-54d, Type I, Class B designed for a non-shock water pressure of 300 psi. Bronze for valve body and internals shall be in accordance with ASTM B 16.18. Valves shall be furnished with screwed ends, handwheel operator, non-rising stem, one-piece solid wedge disc and screwed bonnet. Valves shall be as manufactured by Crane, Powell or an approved equal. The minimum weight of valves shall be as follows:

Valve Size (Inches)	Valve Weight (Inches)
2	1.0
3/4	1.5
1	2.5
13	3.6
12	4.6

B. Ductile Iron Gate Valves:

1. Ductile iron gate valves shall open by turning to the left (counter-clockwise), when viewed from the stem. When fully open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Operating nut or hand wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's distinctive marking, pressure rating and year of manufacture cast in the body. Prior to shipment from the factory, each valve shall be tested by applying to it a hydrostatic pressure equal to twice the specified working pressure. Hydrostatic and leakage tests shall be conducted in strict accordance with ANSI/AWWA C509/515, latest revisions.

2. Gate valves with nominal sizes from two to 24 inches (2-24") shall conform to ASNI/AWWA C509/C515, latest revision, and shall be designed for a minimum working pressure of 250 psi. Valves 16 inches (16") and larger shall be AWWA C515 resilient seat only. Valves shall be ductile iron body resilient seat type with O-ring stem seals. The valve stem, stem nut, glands and bushings shall be manufactured of ASTM B 763 copper alloy with a zinc content of less than 10 percent (10%). Valve disc shall be constructed to assure uniform seating pressure between disc and body seating surface. Resilient seat of valve shall be formed by an EPDM which is permanently bonded to and completely encapsulates a

ductile iron valve disc. Interior of valve body shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be six (6) to 12 mils nominal thickness. Surfaces shall be clean, dry and free from rust and grease before coating. Exterior surfaces shall be coated as specified hereinafter. Resilient seated type gate valves shall be as manufactured by U.S. Pipe, Clow, or American Darling, unless specifically required otherwise by City standards.

3. Valve Joints: All gate valves shall have either mechanical joint, restrained joint or flanged ends to fit the pipe run in which they are to be used. Gate valves installed on push on joint pipe shall have mechanical joint ends unless otherwise specified.

4. Valve Operators: Gate valves shall open left (counter-clockwise) when viewed from the stem. Unless otherwise shown on the Drawings or specified herein, gate valves shall have non-rising stems. Buried gate valves shall be furnished with a two inch (2") square AWWA standard nut operator with a valve box and cover. Gate valves located aboveground or inside structures shall be furnished with a handwheel operator which shall have an arrow cast in the metal indicating the direction of opening. Gate valves used as isolation valves for reduced pressure backflow preventers shall be of the open screw and yoke (OS&Y) design with a handwheel operator.

5. Exterior Valve Coatings: All exterior surfaces of iron body gate valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with fusion bonded epoxy in compliance with ANSI/AWWA C550. Prior to backfilling, all uncoated units, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness one and one-half (1.5) mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation, aboveground valves shall be finish painted in accordance with manufactures recommendations.

2.08 PINCH CHECK VALVES

A. Valves are to be of the flow operated check type with flanged joint ends on both check sleeve and metal body. Port areas shall be 100 percent (100%) of the mating pipe port area. The port area shall contour down to a duckbill which shall allow passage of flow in one direction and prevent reverse flow in the other direction. The flexible duckbill sleeve shall be one-piece rubber construction with fabric reinforcement. The flange shall be drilled to ASNI B16.1, Class 125/ANSI

B16.5 Class 150 standard. Valve body shall be drilled and tapped for flushing connection on top and bottom of the housing. Valve body shall be two piece split body construction. The two (2) halves shall be sealed by diamond shaped cross section rubber gaskets permanently locked by a groove cast in the valve body. Company name and location shall be cast onto the valve body. The valve shall be designed for a maximum back pressure of 100 psi. The valve shall be red valve series 33 or equal.

B. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.

C. Exterior Valve Coating: All exterior surfaces of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness one and one-half (1.5) mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer’s recommendations.

2.09 PLUG VALVES

A. General: Plug valves shall be non-lubricated eccentric type with flanged or mechanical joint ends as specified below. Valves shall open by turning to the left (counter-clockwise), when viewed from the stem. Port area of valves shall be a minimum of 80 percent (80%) of full pipe area. Valve pressure ratings, body flanges and wall thicknesses shall be in full conformance with ASNI B16.1, latest revision. Valves shall seal leak-tight against full rated pressure in both directions. Prior to shipment from the factory, each valve shall be hydrostatically tested as follows: Valve seats shall be tested to provide leak tight shut off to 175 psi for valves through 12 inch (12") and 150 psi for valves 14 inches (14") and larger, with pressure in either direction. In addition, a hydrostatic shell test shall be performed with a plug open to a pressure twice that of rating specified above to demonstrate overall pressure integrity of the valve body. Plug valves shall be eccentric plug valves as manufactured by DeZurik, Milliken, or approved equal.

B. Eccentric Plug Valves: Eccentric plug valves shall be Series 100 as manufactured by DeZurik or equal. Valve bodies shall be constructed of high strength cast iron conforming to ASTM A126, Class B and AWWA C504, latest revisions. Valve

bodies shall be cast with raised eccentric seats which have a corrosion resistant welded in overlay of not less than 90 percent (90%) pure nickel on all surfaces contacting the plug face. Valve seats shall be in accordance with AWWA C504 and AWWA C507, latest revisions. Valves shall be furnished with resilient faced plugs with Neoprene facing, suitable for use with sludge. Valves shall be furnished with replaceable, permanently lubricated, stainless steel, sleeve-type bearings in the upper and lower plug stem journals. Plug stem bearings shall comply with AWWA C504 and C507, latest revisions. Valves shall be bolted bonnet design. Valves shaft seals shall be designed so that they can be repacked without removing the bonnet and the packing shall be adjustable. Packing material shall be Buna-Vee type packing. Valve shaft seals shall be in accordance with AWWA C504 and AWWA C507, latest revisions. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.

C. Interior Valve Lining: All interior ferrous surfaces of the valve that will have contact with the leachate except the valve seating surfaces shall be coated with a factory applied, fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revisions. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust, oil and grease before coating.

D. Exterior Valve Coating: All exterior surfaces of plug valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed above ground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness one and one-half (1.5) mils, of a primer with rust inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

E. Valve Joints: All plug valves installed aboveground, in valve vaults or on flanged piping shall have flanged ends. Flanges shall comply with facing, drilling and thickness of ANSI Standards for Class 125 dimension. Nuts and bolts for flanged connections in valve vaults or corrosive atmospheres shall be Type 316 stainless steel in accordance with ASTM A 320, Class 2. Nuts and bolts for aboveground installations or non-corrosive atmospheres shall be carbon steel in accordance with ASTM A 307, Grade B. All buried plug valves shall have mechanical joint ends with dimensions, bolting patterns and assembly in strict accordance with ANSI/AWWA C111, latest revision. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN-A, high strength, low alloy, and corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.

F. Mechanical Valve Actuators:

1. All plug valves installed in valve vaults or buried underground shall have actuators designed for buried and submerged service. Valves shall have seals on all shafts and gaskets on valve and actuator covers to prevent entry of water and dirt. Actuator mounting brackets for buried and submerged service shall be totally enclosed and shall have gasket seals. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.

2. All plug valves six inches (6") in size and larger shall be furnished with mechanical gear actuators. Gear actuators shall be furnished with AWWA Standard two inch (2") square operating nuts for buried valves, or handwheel, chainwheel or two inch (2") square nut operators for aboveground or valve vault installation, as shown on the Drawings. Gear actuator shall be sized for the maximum pressure differential across the valve, equal to the pressure rating of the valve. All gearing shall be enclosed in a high strength cast iron housing, suitable for running in a lubricant. Housing shall be provided with seals on all shafts to prevent the entry of dirt and water into the actuator. Actuator shaft and quadrant shall be supported on permanently lubricated bronze bearings. Actuator shall clearly indicate valve position for aboveground and valve vault installations and an adjustable stop shall be provided to set closing torque. Actuator shall be capable of withstanding an over-torque without damage up to 450 foot pounds for two inch (2") square nut operators and to 300 foot pounds for handwheel or chainwheel operators.

3. Four inch and smaller aboveground valves shall be furnished with manual actuators, one-quarter (1/4) turn to open. Actuator shall be supplied with an AWWA Standard two inch (2") operating nut with a standard valve operating lever.

2.10 BUTTERFLY VALVES

A. General: All butterfly valves shall be of the tight closing, rubber seat type with rubber seats that are securely fastened to the valve body or disc. No metal to metal seating surfaces will be permitted. Valves shall be bubble tight at rated pressures with flow in either direction, and shall be satisfactory for applications involving throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity and for buried installation. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full requirements of AWWA Standard C 504 for Class 150B, short body, flanged or mechanical joint as required. Wafer design valves are not acceptable, except when indicated on the Drawings. The manufacturer shall have manufactured tight closing, rubber seat butterfly valves

for a period of at least five (5) years. All valves shall be Henry Pratt Company, DeZurik, Mueller, or equal.

B. Valve Body: Valve bodies shall be constructed of cast iron ASTM A 126 Class B or ASTM A 48 Class 40. Ends shall be mechanical joint for buried service and flanged for aboveground use. Flange drilling shall be 125 pound in accordance with ANSI B16.1. Two trunnions for shaft bearings shall be integral with each valve body. When disc has the rubber seat, the valve body shall have an 18-8 Type 304 stainless steel body seat. The port diameter shall be no smaller than one inch less than the nominal valve size.

C. Valve Shaft: The valve shaft may consist of a one-piece unit extending completely through the valve unit or may be the "stub shaft" type. Materials to be stainless steel 18-8 Type 304.

D. Valve Discs: Valve discs shall be constructed either of cast iron ASTM A 126 Class B, ductile iron ASTM A 536 or cast iron ASTM A 48 each with Type 316 stainless steel seating edge or the entire disc may be constructed of cast 316 stainless steel. The stainless steel seating edge is not applicable to rubber seat disc type valves.

E. Valve Seats: Valve seats shall be of a synthetic or natural rubber compound and can be mounted on the valve body.

F. Valve Bearings: Valves shall be fitted with sleeve type bearings. Bearings shall be corrosion resistant and self-lubricating.

G. Valve Packings: Packing shall be self-adjusting Chevron type or of the O-ring type.

H. Interior and Exterior Valve Coatings: The valve shall be coated similarly as described in Section 2-05 C and D.

2.11 SWING CHECK VALVES

A. Swing check valves two (2) through 12-inch in size shall conform to AWWA C-508, latest revision, and shall be designed for a minimum water working pressure of 150 psi. Check valves shall have cast iron body, swing type and ends shall be flanged, Class 125 in accordance with ANSI B16.1. When open, the valve shall have a straight way passage with a minimum flow area equal to the full pipe area. Swing check valves shall be completely bronze fitted with renewable bronze seat ring and a rubber faced disc; valve hinge pin shall be stainless steel. Check valves shall be supplied with an outside lever and weight.

B. Swing check valves shall absolutely prevent the return of water back through the valve when the inlet pressure decreases below the downstream pressure. The check valve shall be constructed such that the disc and body seat ring may be easily removed and replaced without removing the valve from the line. Each valve shall by hydrostatically tested at the factory, at a test pressure of 300 psi.

C. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C-550, latest revision. Coating shall be holiday-free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.

D. Exterior Valve Coating: All exterior surfaces of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness one and one-half (1.5) mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

2.12 SERVICE SADDLES AND CORPORATION STOPS

A. Service Saddles: Service saddles shall have ductile iron bodies in accordance with ASTM A 536, latest revision, with double stainless steel straps. Bodies shall be brass or ductile iron; body shall have a fusion bonded nylon coating with a minimum thickness of 12 mils. Straps shall be Type 304 stainless steel with premium grade Type 304 L stainless steel bolts and Type 304 stainless steel washers and nuts. The nuts shall be Teflon coated. The gasket material shall be an elastomeric compound resistant to degradation by oil, natural gas, acids, alkalies, most aliphatic fluids and leachate. The outlet of the saddle shall have NPT threads. Service saddles shall be Rockwell No. 317, Ford or an equal approved by the Engineer.

B. Corporation Stops: Corporation stops shall be all bronze construction in accordance with AWWA C80, latest revision. Inlet threads shall be NPT iron pipe threads and the outlet connections shall be of the packed joint type suitable for use with Schedule 80 PVC pipe. Corporation stops shall be Ford Ball Corp Type FB 1102, McDonald or an equal approved by the Engineer.

C. Polyethylene Tubing. Service tubing shall be nominal wall polyethylene tubing conforming to the requirements of ASTM D 2737 and AWWA C-901. Tubing shall be manufactured from prime virgin PE-3408 high density polyethylene (HDPE) resin. Each coil of tubing shall be spiral wrapped with four inch (4") wide black 0.004 polyethylene film with minimum two percent (2%) carbon black content to shield the tubing from ultraviolet and violet light. Reclaimed water service tubing shall be lavender in color.

D. Tubing shall be DR 9.0 CTS OD and supplied in 100 foot (100') rolls. Tubing shall conform to all requirements set forth in AWWA C901. Tubing shall be marked with the following information at not more than five foot (5') intervals: nominal size, material code designation, dimension ration and diameter base, AWWA pressure class, AWWA designation and manufacturer's name or trademark and product record code.

E. Fittings for use with polyethylene (PE) tubing shall be brass containing a pressure sealing O-ring and undirectional grip ring and shall be designed for "press-on" or "stab-on" installation, and manufactured by Ford Meter Box Company.

2.13 SOLENOID VALVES

A. Solenoid valves shall be two-way type for normally closed operation designed for not less than a 150 psi water working pressure. The valves shall have forged stainless steel Series 300 bodies for three-quarter inch (3/4") and smaller and brass bodies for one inch (1") and larger with NPT threaded ends, Buna N seals/disks and NEMA 4X Red hat II solenoid enclosures. The valves shall operate on 120 VAC power, shall have threaded conduit hubs, standby manual operators and shall not require a minimum operating pressure differential for standby operation. The valves shall be provided with a manual override. The valves shall be Series 8210G for three-quarter inch (3/4") and smaller and Series 8221G for one inch (1") and larger as manufactured by Automatic Switch Company or approved equal.

2.14 FLEXIBLE EXPANSION JOINTS

A. Flexible expansion joints shall be of the molded wide arch design manufactured of chloroprene (neoprene) rubber with polyester reinforcement. Chloroprene (neoprene) body shall be supplied with a hypalon coating. Joints shall be flanged suitable for 150 psi water working pressure and in accordance with ANSI B16.1 dimensions and bolting patterns. Flanged ends shall be furnished and galvanized, split ductile iron retaining rings.

B. Provide limit restraint bolts on all pump suction and discharge lines. Expansion joints six inches (6") and larger in size shall have a minimum of four (4) limit restraint bolts. Restraint bolts and nuts shall be Type 304 stainless steel.

C. Minimum performance for flexible expansion joints shall be as follows:

Size (Inches)	Axial Compression (Inches)	Axial Elongation (Inches)	Lateral Deflection (Inches)	Angular Deflection (Degrees)
2	1-3/4	3/4	3/4	30
3	d.o.	d.o.	d.o.	30
4	d.o.	d.o.	d.o.	25
5	d.o.	d.o.	3/4	25
6	d.o.	d.o.	1	20
8	d.o.	d.o.	d.o.	20

D. Flexible expansion joints shall be Style 1015 Maxi-Joint as manufactured by General Rubber Corporation, Style 100 Metrasphere as manufactured by the Metraflex Company or an equal approved by the Engineer. Flexible joints for pump suction and discharge piping shall be designed for leachate service at 250°F.

2.15 PRESSURE GAUGE ASSEMBLIES

A. Pressure gauges shall have the following design features: glycerine filled, two-inch (2") dial, aluminum dial with black numerals on white background, Type 316 stainless steel bourdon tube and movement, 300 series stainless steel case and ring, safety glass lens, threaded lens retaining ring, adjustable pointer with over-pressure stop and zero pointer stop, blowout protection, two-inch (2") Type 316 stainless steel stem mounting and 1.0 percent (1.0%) accuracy based on full scale. Provide Type 316 stainless steel pressure snubbers on all gauges not protected by seals. Pressure gauges shall be as manufactured by U.S. Gauge, Ashcroft, Marshalltown, Marsh, or approved equal.

B. Pressure Gauge Service and Ranges: Pressure gauges shall be furnished for the following services with the indicated ranges. Diaphragm seals shall be furnished for gauges as indicated.

2.16 VALVE BOXES

A. Furnish, assemble, and place a valve box over the operating nut for each buried valve. The valve box shall be designed so as to prevent the transmission of surface loads directly to the valve or piping.

B. Valve boxes shall be of the adjustable slide type of suitable length with an interior diameter of not less than five inches (5"). The valve boxes shall be manufactured of cast iron and shall be of the two-piece design including a bottom section and top section with cover. The cast iron cover shall be shaped and labeled for the

appropriate service designation. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below finished grade.

C. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM A 48, Class 30B for Gray Iron Castings; and shall be smooth, true to pattern, free from blow holes, sand holes, projections and other harmful defects. The seating surfaces of both the cover and the top section shall be machined so that the cover will not rock after it has been seated.

D. The valve boxes shall be coated inside and outside with an asphaltic coating prior to machining, so that the machined seating surfaces will be free of any coating. Cast iron valve box assemblies shall be Clow Corp. No F2452, Tyler Corp. Series 6855 or 6865 or an approved equal.

E. Valve extension stems shall be provided for all buried valves when operating nut is deeper than three feet (3') below final grade.

2.17 PIPE AND VALVE IDENTIFICATION SYSTEMS

A. Not Included

2.18 GLOBE VALVES AND ANGLE VALVES

A. Globe valves and angle valves shall be suitable for throttling flows of liquid, oil, gas and air lines. Valves shall have end connections as indicated on the Drawings and shall be suitable for a working pressure of not less than 150 psi.

B. Each valve shall have self-lubricating TFE-impregnated asbestos packing to provide a tight stem steel. Valves shall have a removable bonnet in order to facilitate dismantling and reassembly of the valves.

C. Globe valves shall be Crane Model No. 1, Stockham Valves Figures B-16, or equal. Angle valves shall be Crane Model No. 2, Stockham Valves Figure B-216, or equal.

2.19 PRESSURE REGULATING VALVE

A. Pressure regulating valves shall be of bronze body construction, seat shall be of stainless steel, and diaphragm shall be Buna N.

B. Regulator shall have a maximum pressure limit of 100 psi and the pressure reduction range shall be to five (5) psi for all the services except for belt washwater. The maximum and minimum pressure variation range for the belt washwater shall be per gravity belt supplier's recommendations. The regulator shall be a direct acting, spring loaded, diaphragm type for hydraulic operation,

and shall be capable of delivering a constant pressure. An adjusting screw shall be easily accessible for changing the outlet pressure.

C. Valves shall be installed in strict accordance with the manufacturer's recommendations. The manufacturer shall be Watts, or equal.

2.20 TIE RODS

A. When prior approval is obtained from the Engineer, ductile iron pipe, fittings, and valves may be restrained using tie bolt joint restraint. Joint restraint materials for this method of restraint shall be the Super-Star SST Series Joint Restraint Joint System as manufactured by Star National Products, a Division of Star Industries, Inc., Columbus, Ohio, or an equal approved by the Engineer.

B. All bolts, nuts, washers, tie rods and other fasteners for the joint restraint system shall be manufactured of CORTEN high strength, low alloy, corrosion resistant steel in conformance with ASTM A 242. Tie bolts shall be manufactured of heat treated CORTEN steel. Tie rods and all fasteners for the system shall be galvanized in conformance with the requirements of ASTM A 123. Tie rods shall have a minimum diameter of three-quarter inch (3/4"). The number of tie rods required per joint shall be as recommended by the manufacturer.

C. Prior to backfilling after installation, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M, for a minimum dry film thickness of 20 mils.

2.21 REDUCED PRESSURE BACKFLOW PREVENTERS

A. Standards of Construction: Backflow prevention devices shall be manufactured in accordance with AWWA C506, latest revision, American Society of Sanitary Engineering Standards, and the University of Southern California Foundation for Cross Connection Control and Hydraulic Research "Manual of Cross Connection Control", latest edition.

B. Product Handling: Exercise care in transporting and handling backflow preventers to avoid damage. Inside of backflow preventers shall be kept free of dirt and debris.

C. Reduced pressure principle backflow preventers shall include an integral sensing system that will automatically open a relief valve whenever the differential pressure between the inlet supply and the reduced pressure zone drops to two (2) psi. The relief valve shall remain open until a positive pressure differential of two (2) psi is re-established. If pressure upstream of the first check valve drops to atmospheric or below, the relief valve shall remain fully open providing an internal air gap between the first check valve and the water level in the reduced pressure zone. The unit shall also be constructed such that any minor leakage of

the second check valve will result in visible flow from the relief valve, even if the first check valve is totally disabled.

D. Reduced pressure principle backflow preventers shall have all bronze bodies for sizes 22 inches (22") and smaller and all ductile iron bodies for sizes three inches (3") and larger. Ductile iron bodies shall be coated with a fusion bonded thermosetting epoxy coating in accordance with AWWA C550 with a minimum, holiday free, coating thickness of 12 mils. The reduced pressure backflow preventer shall consist of two independently operated, spring loaded, wye pattern, poppet type check valves designed for installation in a normal horizontal flow attitude. An independent spring loaded relief valve shall be located between the two check valves. Check valve assemblies, springs and seats and all other internal parts shall be constructed of Type 316 stainless steel. Relief valve body and trim shall be constructed of bronze. Check valve and relief valve seats shall be field replaceable without removing the device from the service line. Backflow preventers shall be designed for a working pressure of 200 psi and a temperature range of 32°F to 140°F. The backflow preventer shall be manufactured as a complete unit including test cocks, and upstream and downstream isolation valves. The test cocks shall be manufactured of bronze and shall be arranged such that the unit can be tested without removing the unit from the line.

E. Isolation Valves: Reduced pressure backflow preventers shall be furnished complete with isolation valves. For sizes two and one-half inches (2-1/2") and smaller, the isolation valves shall be all bronze ball valves with Buna N O-rings and valve seats, and a lever operating handle. Ball valves shall be in accordance with AWWA C80, latest revision. For sizes three inches (3") and larger, the isolation valves shall be resilient seated gate valves with flanged ends and OS&Y handwheel operators. Gate valves shall be as specified and described hereinbefore.

F. Exterior Coating: The exterior ferrous surfaces of the reduced pressure backflow preventer and the isolation valves shall be shop primed at the factory with one coat, minimum dry film thickness one and one-half (1.5) mils, of a primer with rust inhibitive pigments and synthetic resins compatible with the finish coats. Following installation, the backflow preventer unit and aboveground piping shall be finish painted in accordance with manufacturer’s recommendations. All surfaces to be coated shall be clean, dry and free of rust, oil and grease.

G. Acceptable Manufacturers: Reduced pressure principle backflow preventers shall Model 825 as manufactured by Febco, or an equal approved by the Engineer.

2.22 TAPPING SLEEVES AND VALVES

A. Tapping sleeves shall be designed for a water working pressure of 150 psi and shall be mechanical joint end type. Tap shall be done under pressure and without interruptions of service. Taps shall be tested at factory to 175 psi.

B. Tapping valves shall be as specified herein under Gate Valves.

C. The manufacturer shall furnish the services of a supervisor who will direct all operations for the installation of material, attachment of tapping machine and operation of the machine in making the connection. The Contractors shall bear all such rental and supervision costs, and all other related costs.

D. Tapping sleeves and valves shall be the product of one of the following manufacturers, or equal: Mueller, Clow, and M&H.

2.23 FLANGED ADAPTERS (WHEN APPLICABLE)

A. For joining plain end or grooved end pipe to flanged pipes and fittings.

B. Adapters shall conform in size and bolt hole placement to ANSI standards for steel and/or cast iron flanges 125- or 150-pound standard unless otherwise required for connections.

C. Exposed Sleeve Type:

1. Constructed from steel.

2. Coating: In accordance with manufacturer's recommendations.

3. Bolts: Carbon steel.

4. Acceptable Manufacturers:

a. Dresser Manufacturing Company - Style 128 for cast iron ductile iron and steel pipes with diameters of two inches (2") through 96 inches (96").
b. Or equal.

2.24 FIRE HYDRANTS

A. Hydrants shall comply with AWWA Standard C502 "Fire Hydrants for Ordinary Water Works Service", and shall be equipped with a minimum of one (1) pumper outlet nozzle four and one-half inches (4-1/2") in diameter and two (2) hose nozzles two and one-half inches (2-1/2") in diameter. Threads, nozzle caps, operating nuts and color shall conform to local code standards. Units shall be traffic types with breakable safety clips, or flange, and stem. Centerline of hose and pumper nozzles shall be on the same plane. Hydrants shall be dry barrel, with minimum distance of 18 inches (18") from center of nozzles to ground line. Valve shall be designed to close with the pressure with a minimum five and one-quarter inch (5-1/4") valve opening and hydrant inlet shall be configured with a six inch (6") mechanical joint. Hydrants shall be Mueller A-423, Clow Medallion

Hydrant, or American Darling Hydrant (AWWA C-502), unless specifically required otherwise by City standards. Hydrants are non-draining.

PART 3 – EXECUTION

3.01 INSPECTION

A. All pipe, fittings, valves and other material shall be subject to inspection and approval by the Engineer after delivery, and no broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When a defect or crack is discovered, the injured portion shall not be installed. Cracked pip shall have the defect cut off at least 12 inches (12") from the break in the sound section of the barrel.

3.02 GENERAL INSTALLATION REQUIREMENTS

A. Excavation, backfill, and compaction shall conform to the provisions of Section 02100.

1. Pipe Cradle: Upon satisfactory installation of the pipe bedding material as specified, a continuous trough for the pipe barrel and recesses for the pipe bells or couplings shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom.

B. Cover for underground piping shall not be less than that indicated on the Drawings. The minimum cover for pipe shall be 36 inches (36"). In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.

C. Pipe, fittings, valves and accessories shall be installed as shown or indicated on the Drawings.

D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation and cooperation with authorities of the Owner.

E. Pipe Joint Deflection: Whenever it is desirable, and approved by the Engineer, to deflect pipe joints to avoid obstructions or to maintain required alignment, the amount of the joint deflection shall not exceed 80 percent (80%) of the maximum limits allowed by the pipe manufacturer.

F. In preparation for pipe installation, placement (stringing) of pipe should be as close to the trench as practical on the opposite side of the trench from the excavated material. The bell ends of the pipe should point in the direction of the work progress.

G. Pipe and fittings shall be laid accurately to the lines and grades indicated on Drawings or required. Where grades for the pipeline are not indicated on the Drawings, maintain a uniform depth of cover with respect to finish grade. Care shall be taken to insure a good alignment both horizontally and vertically and to give the pipe a firm bearing along its entire length. Any pipe which has its grade or joint disturbed after laying shall be taken up and relaid.

H. All pipe and fittings shall be cleared of sand, dirt, and debris before laying. All precautions shall be taken to prevent sand, dirt or other foreign material from entering the pipe during installation. If necessary, a heavy, tightly woven canvas bag of suitable size shall be placed over each end of the pipe before lowering into the trench and left there until the connection is made to the adjacent pipe. Any sand, dirt, or other foreign material that enters the pipe shall be removed from the pipe immediately. Interior of all pipe and fittings shall be kept clean after installation until acceptable in the complete work.

I. Any time that pipe installation is not in progress, the open ends of pipe shall be closed by a watertight plug or other method approved by the Engineer. Plugs shall remain in pipe ends until all water is removed from the trench. No pipe shall be installed when trench conditions are unsuitable for such work, including standing water, excess mud, or rain.

J. After pipe has been laid, inspected, and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place while conducting the preliminary hydrostatic test. No backfill shall be placed over the joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.

K. Upon satisfactory completion of the hydrostatic test, backfilling of the trench shall be completed.

L. Aboveground and Exposed Piping: Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system. Pipe supports and hangers shall be provided where indicated or as required to insure adequate support of the piping.

3.03 INSTALLATION OF DUCTILE IRON PIPE

A. Handling and Cutting Pipe:

1. Care shall be taken in handling, cutting, and laying ductile iron pipe and fittings to avoid damaging the pipe and interior coal tar epoxy or cement mortar lining, scratching or marring machined surfaces, and abrasion of the pipe coating. All cracked pipe and fittings shall be removed at once from the work at no additional cost to the Owner.

2. Pipe cutting shall be done in a neat workmanlike manner without creating damage to the pipe and interior coal tar epoxy or cement mortar lining. Ductile iron pipe may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw or oxyacetylene torch. Cut ends and rough edges of ductile iron pipe shall be ground smooth. For push-on joint connections, the cut end shall be beveled to prevent gasket damage during joint assembly. Interior lining shall be repaired at cut ends per the manufacturer's instructions prior to joint assembly.

B. Laying Pipe and Fittings:

1. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in ANSI/AWWA C600, latest revision. Provide proper bedding required, in accordance with thickness class of pipe being laid and depth of cover. Proper pipe laying conditions shall be in accordance with ANSI/AWWA C150 and C151, latest revision, and ANSI/AWWA C600, latest revision.

2. All ductile iron pipe and fittings shall be laid in accordance with American Water Works Association Standard ANSI/AWWA C600, latest revision, entitled "Standard for Installation of Ductile Iron Water Mains and Their Appurtenances", with the following sections specifically applying:

   a. Section 3.3 - Pipe Installation.
   b. Section 3.4 - Joint Assembly.

C. Ductile Iron Pipe Joints:

1. Type: The joints of all pipelines shall be made absolutely tight. The particular joint used shall be approved by the Engineer prior to installation. Where shown on the Drawings or where, in the opinion of the Engineer, settlement or vibration is likely to occur, all pipe joints shall be bolted mechanical type or restrained type as specified above, or as indicated on the Drawings.

2. Push-on Joints: Push-on joints shall be made in strict accordance with the manufacturer's recommendations. Lubricant, if required, shall be an inert, non-toxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life. Manufacturer's installation recommendations shall be submitted to the Engineer for review and approval before commencing work. The bell of the pipe shall be cleaned of excess tar or other obstructions and wiped out before the cleaned and prepared spigot of the next pipe is inserted. The new pipe shall be shoved firmly into place until properly seated and held securely until the joint has been completed.

3. Mechanical Joint: All types of mechanical joint pipes shall be laid and jointed in full conformance with manufacturer's recommendations, which shall be submitted to the Engineer for review and approval before work is begun. Only skilled workmen shall be permitted to makeup mechanical joints. Torque wrenches, set as specified ion AWWA Standard C111, shall be used; or spanner type wrenches not longer than specified therein may be used without the permission of the Engineer.

4. Flanged Joints: Flanged joints shall be made up by inserting the gasket between the flanges. The threads of the bolts and the faces of the gaskets shall be coated with suitable lubricant immediately before installation.

5. Restrained Joints: Restrained joints shall be provided where indicated on the Drawings. Joint assembly shall be made in strict accordance with the manufacturer's instructions, which shall be submitted to the Engineer for review and approval before commencing work.

3.04 INSTALLATION OF PVC PIPE

A. Storage and Handling:

1. PVC pipe shall be delivered to the site in unbroken bundles packaged in such manner as to provide protection against damage. When possible, pipe should be stored at the job site in the unit packages until ready for use. Packaged units shall be handled using a forklift or a spreader bar with fabric straps. Packaged units shall not be stacked at the job site higher than two units high.

2. When it is necessary to store PVC pipe for long periods of time, exposure to direct sunlight shall be prevented by covering the pipe with an opaque material. Adequate air circulation above and around the pipe shall be provided as required to prevent excessive heat accumulation. PVC pipe shall not be stored close to heat sources of hot objects such as heaters, fires, boiler, or engine exhaust. Pipe gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease. The

interior and all sealing surfaces of pipe, fittings, and other appurtenances shall be kept clean and free of dirt and foreign matter.

3. Care shall be taken in handling and laying pipe and fittings to avoid severe impact blows, crushing, abrasion damage, gouging or cutting. Pipe shall be lowered, not dropped, from trucks or into trenches. All cracked, damaged, or defective pipe and fittings, or any length of PVC pipe having a gouge, scratch or other permanent indentation of more than 10 percent (10%) of the wall thickness in depth, shall be rejected and removed at once from the work and replaced with new acceptable pipe at no additional cost to the Owner.

B. Field Cutting PVC Pipe: Field cutting of pipe shall be done in a neat workmanlike manner without creating damage to the pipe. The pipe shall be cut square with a fine-toothed hand or power saw or other cutter or knife designed for use with plastic pipe. Prior to cutting, the pipe shall be marked around its entire circumference or a square in vise shall be used to ensure the pipe end is cut square. Remove burrs by smoothing edges with a knife, file, or sandpaper.

1. Field Cutting Bell and Spigot PVC Pipe: Bevel the cut end of the pipe using a pipe beveling tool, wood rasp or portable sander to prevent damage to the gasket during joint assembly. A factory finished beveled end should be used as a guide to ensure proper beveling angle and correct depth of bevel. Round off any sharp edges on the leading edge of the bevel with a knife or file.

C. Laying PVC Pipe:

1. Pipe Bedding: Bedding for PVC pipe shall be as specified using granular pipe bedding material.

2. All PVC pipe shall be laid in accordance with the pipe manufacturer's published installation guide, the AWWA Manual of Practice No. M23 “PVC Pipe-Design and Installation” and the Uni-Bell Plastic Pipe Association Installation Recommendations.

D. PVC Pipe Joint Assembly for Rubber Gasketed Bell and Spigot Pipe:

1. The PVC bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions. Clean the interior of the bell, the gasket, and the spigot of the pipe to be jointed with a rag to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove and sealing surfaces for damage or deformation.

2. Lubricate the spigot end of the pipe with a lubricant supplied or specified by the pipe manufacturer for use with gasketed PVC pipe in potable water systems. The lubricant should be supplied as specified by the pipe manufacturer. After then spigot end is lubricated, it must be kept clean and free of dirt and sand. If dirt and sand adhere to the lubricated end, the spigot must be wiped clean and re-lubricated.

3. Insert the spigot into the bell so that it contacts the gasket uniformly. Align the pipe sections and push the spigot end into the bell until the manufacturer's reference mark on the spigot is flush with the end of the bell. The pipe should be pushed into the bell using a bar and wood block. The joint shall not be assembled by "stabbing" or swinging the pipe into the bell, nor shall construction machinery be used to push the pipe into the bell.

4. If undue resistance to insertion of the spigot end is encountered or if the reference mark does not reach the flush position, disassemble the joint and check the position of the gasket. If the gasket is twisted or pushed out of its seat, inspect the components, repair or replace damaged items, clean the components and repeat the assembly steps. Be sure the pipe is in proper alignment during assembly. If the gasket was not out of position, check the distance between the spigot end and the reference mark and relocate the mark if it is out of position.

E. PVC Pipe Joint Assembly for Threaded and Solvent Welded Pipe

1. All threaded and solvent welded joints shall be made watertight. All pipe cutting, threading and jointing procedures for threaded and solvent welded PVC pipe joints shall be in strict accordance with the pipe and fitting manufacturer's printed installation instructions. Thread lubricant for threaded joints shall be Teflon tape only.

2. At threaded joints between PVC and metal pipes, the metal side shall contain the socket end and the PVC side the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

F. PVC forcemains underground shall be strapped every 10 feet (10') or spiral wrapped with an insulated green No. 14 gauge copper ground wire for future location. The wire shall be stubbed out at each valve box or manhole.

3.05 FITTING INSTALLATION FOR UNDERGROUND PIPING

A. The weight of ductile iron fittings shall not be carried by the pipe on which they are installed. The fitting shall be supported by a concrete cradle as shown on the standard details. Concrete used for supports shall have a minimum compressive

strength of 3000 psi at 28 days. Concrete for support cradle shall be poured against undisturbed soil.

B. All glands, clamps, bolts, nuts, studs and other uncoated parts of fitting joints for underground installation shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.06 CONCRETE PIPE ENCASEMENT

A. Concrete for concrete pipe encasement shall have a minimum strength of 3000 psi at 28 days and encasement shall be constructed in accordance with details shown on the Drawings. Encasement shall be constructed where:

1. Indicated on the Drawings.

2. The Engineer shall order the pipeline encased.

B. The points of beginning and ending of concrete pipe encasement shall be not more than six inches (6") from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads. Pipe shall be wrapped in visqueen.

C. Pipe encasement shall provide a minimum coverage of six inches (6") all around the pipe including pipe bells.

3.07 INSTALLATION OF PIPE SLEEVES, WALL CASTINGS AND COUPLINGS

A. Pipe sleeves and wall castings shall be provided at the locations called for on the Drawings. These units shall be as detailed and of the material as noted on the Drawings. They shall be accurately set in the concrete or masonry to the elevations shown. All wall sleeves and castings required in the walls shall be in place when the walls are poured. Ends of all wall castings and wall sleeves shall be of a type consistent with the piping to be connected to them.

B. Link seals for wall sleeves shall be installed in strict accordance with the manufacturer's printed installation instructions. For watertight applications in tanks or treatment units, the link seal installation shall be tested hydrostatically for leaks at the same time as the tank or treatment unit. Any leaks that occur during the test period shall be repaired by checking the link seals for proper installation and replacement of unit(s) found to be defective at no additional cost to the Owner.

C. Pipe couplings shall be installed in strict accordance with the manufacturer's published instructions and recommendations.

3.08 INSTALLATION OF VALVES

A. Valves of the size and type shown on the Drawings shall be set plumb and installed at the locations indicated on the Drawings. Valves shall be installed in accordance with manufacturer's installation instructions and with the Details shown on the Drawings.

B. Valves shall be installed such that they are supported properly in their respective positions, free from distortion and strain. Valves shall be installed such that their weight is not borne by pumps and equipment that are not designed to support the weight of the valve.

C. Valves shall be carefully inspected during installation; they shall be opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Check and adjust all valves for smooth operation.

D. Install valves with the operating stem in either horizontal or vertical position.

E. Allow sufficient clearance around the valve operator for proper operation.

F. Clean iron flanges by wire brushing before installing flanged valves. Clean carbon steel flange bolts and nuts by wire brushing, lubricate threads with oil or graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

G. For buried valves, a valve box shall be centered accurately over the operating nut and the entire assembly shall be plumb. The tops of valve boxes shall be adjusted to the proper elevation as specified below and as shown on the Drawings.

1. In paved areas, tops of valve box covers shall be set flush with pavement. Following paving operations, a 16-inch (16") square shall be neatly cut in the pavement around the box and the paving removed. The top of the box shall then be adjusted to the proper elevation and a 30-inch (30") square by six inch (6") thick concrete pad poured around the box cover. Concrete pads in traffic areas shall be reinforced with No. 4 reinforcement bars as shown on the Drawings. Concrete for the pad shall be 3000 psi compressive strength.

2. In unpaved areas, tops of valve box covers shall be set two inches (2") above finished grade. After the top of the box is set to the proper elevation, a 16-inch (16") square by six-inch (6") thick concrete pad shall be poured around the box cover. Concrete for the pad shall be 3000 psi compressive strength.

H. Valves shall be tested hydrostatically, concurrently with the pipeline in which they are installed. Protect or isolate any parts of valves, operators, or control and instrumentation system whose pressure rating is less than the pressure test(s). If valve joints leak during pressure testing, loosen or remove the nuts and bolts, reseat or replace the gasket, reinstall or retighten the bolts and nuts and hydrostatically retest the joints.

I. Following installation, all aboveground valves shall be painted in accordance with the painting system specified in accordance with manufacturer's recommendations. Following installation of buried valves or valves installed in valve vaults, repair any scratches, marks and other types of surface damage, etc., with a coating equal to the original coating supplied by the manufacturer. Prior to backfilling, all nuts, bolts and other parts of the valve joints shall be coated with two (2) coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.09 SEPARATION OF NON-POTABLE WATER MAINS AND POTABLE WATER MAINS

A. Reclaimed water mains shall be installed with at least a three foot (3') horizontal separation from any potable water main. Force mains and gravity sewers shall have a six foot (6') separation from potable mains. At crossings the installation shall provide of a minimum vertical separation distance of 12 inches (12") between the outside of the crossing non-potable and potable water mains. This separation shall be provided where the potable water main is either below or above the non-potable water main. When the 12-inch (12") minimum vertical separation distance cannot be maintained, the potable water main shall be encased in concrete. Concrete encasement shall be as specified above. The potable water main shall be encased for 10 feet (10') each way of the crossing.

3.10 MAIN CLEANING AND FLUSHING

A. Following the hydrostatic and leakage tests, all the mains constructed under this contract shall be cleaned and flushed to remove sand, loose dirt and other debris. Flushing velocity shall be a minimum of two and one-half (2.5) fps. Flushing shall continue until clean water flows from the main. However, the Contractor shall endeavor to use the minimum amount of flushing water required to complete the work. To increase the efficiency of the cleaning and flushing operation, the Contractor shall use a pipeline pigging device of the proper size and designed to clean the intended pipeline. The pigging device shall be capable of turning through a standard 90 degree MJ bend. The type of pipeline pigging device and the method of operation shall be approved by the Engineer.

B. Upon completion of testing for the gravity drain line system, drain lines shall be flushed to remove dirt, sand, stones and other debris which may have entered the lines during construction and settled out in the lines and manholes. Materials and

debris flushed from the drain lines shall be removed from a downstream manhole or basin and disposed of at an approved disposal area.

C. Water for flushing shall be clean water provided by the Contractor from a source approved by the Engineer and the owner prior to beginning connections for flushing operations. Flushing shall only be completed upon approval by the Owner.

D. Temporary blowoffs may be required for the purpose of flushing mains. Temporary blowoffs shall be installed as close as possible to the ends of the main being flushed. Blowoffs installed on the main shall be the same diameter as the main. Temporary blowoffs shall be removed and plugged after the main is flushed. All costs for installing and removing temporary blowoffs shall be at no additional cost to the Owner.

E. The Owner shall be notified at least three (3) working days prior to flushing mains.

F. Blowoffs and temporary drainage piping used for flushing shall not be discharged into any gravity sewer or pumping station wetwell. The Contractor shall obtain prior approvals from the Engineer and the Owner as to the methods and locations of flushing water discharge.

3.11 INSTALLATION OF TIE RODS

A. Tie rods shall be installed in strict accordance with the manufacturer's written installation requirements. Unless otherwise indicated on the Drawings, the size and number of tie rods for a joint or installation shall be as recommended by the manufacturer's design chart for a working pressure of 150 psi.

B. Following installation and prior to backfilling, all parts of the tie rod joint restraint system, including tie rods, tie bolts, nuts, washers, and other fasteners, shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.12 INSTALLATION OF REDUCED PRESSURE BACKFLOW PREVENTERS

A. Backflow preventers shall be installed at the locations shown on the Drawings. Backflow preventers shall be installed in accordance with the manufacturer's written installation instructions and as shown on the Drawings.

B. Reduced pressure principle backflow preventers shall be installed horizontally with an 18-inch (18") minimum clearance between the finished grade and the lowest point on the bottom of the unit. Reduced pressure backflow preventers shall be installed with provisions for a suitable drain arrangement to drain off discharges from the relief valve, so that discharges are not objectionable.

Backflow preventers shall be installed such that they are easily accessible for testing, maintenance and repair.

C. Piping and fittings for units three inches (3") and larger in size shall have flanged joints. Piping, fittings and valves shall be properly supported with pipe support stands as shown on the Drawings.

D. Following installation of the reduced pressure backflow preventer, piping, fittings and valves, the entire aboveground assembly shall be finished painted in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 15130

MOTORIZED VALVE ACTUATORS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: This section includes materials and installation of motorized valve actuators for water and reclaimed water service.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. The specified equipment shall be the standard product of manufacturers who regularly engage in the production of this type of equipment and who are fully experienced, reputable, and qualified in the manufacture of the equipment to be furnished. The equipment shall be designed, constructed, delivered, and installed in accordance with the best practices and methods and shall be specifically designed for sewage or potable water service, as appropriate.

2. Each component and ancillary equipment item furnished under this specification shall be new and unused, and the product of manufacturer having a successful record of operation, manufacturing and servicing the equipment for a minimum of five (5) years.

B. All motorized valve actuators shall be the product of a single manufacturer.

C. All actuators shall be manufactured by AUMA Actuators, Inc., of Canonsburg, PA.

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. Furnish, as prescribed under the General Requirements, shop drawings covering the items included under this section of the work.

2. Specifically, include the following information:

a. Catalog information, descriptive literature, diagrams, and drawings on all components.
b. Submit a description of the actuator function and proposed settings of all actuator components.

B. Operation and Maintenance Manuals:

1. For each device assemble the updated submittal information and all service manuals for the referenced equipment.

PART 2 – PRODUCTS

2.01 EQUIPMENT REQUIREMENTS

A. The actuators shall be suitable for use on a 120 volt, 1 phase, 60 HZ power supply and must include motor, integral reversing starters, local controls, and terminals for remote control and indication housed within a self-contained, sealed enclosure. Set-up of the actuator shall be carried out without the removal of any covers. Actuator calibration shall be by integral pushbuttons and selector switch. No separate special commissioning tools shall be required. In addition, provision shall be made for the protection of configured actuator settings by means of a password.

2.02 ACTUATOR SIZING

A. The actuator shall be sized to guarantee valve closure at the specified torque and/or thrust requirements as indicated by the valve manufacturer or supplier. The actuator must be adequately sized to provide the torque required to operate the valve at 90 percent (90%) of the nominal voltage with the option of operation at up to -30 percent (-30%) under-voltage conditions. One actuator size (same outside dimensions) shall be available covering output speeds from 4.8 to 216 rpm for a given torque range, to avoid over sizing and unnecessary weight load on valve stem, flange and yoke. An increase of actuator size caused by higher actuator output speed is not acceptable.

B. The operating speed shall provide valve closing and opening at approximately 12 inches (12") per minute for gate valves.

2.03 ENVIRONMENTAL

A. Actuators shall be suitable for indoor and outdoor use. The actuator shall be capable of functioning in an ambient temperature ranging from -13 °F to +160 °F (-25 °C to +70 °C), up to 100 percent (100%) relative humidity.

2.04 ENCLOSURE

A. Actuators shall be O-ring sealed, watertight to NEMA 4X/6. Enclosure must allow for temporary site storage without the need for electrical supply connection. All external fasteners shall be of stainless steel. Gear case call be cast iron. In order to prevent condensation, a heater must be installed inside the actuator, suitable for continuous operation. Actuator must provide an alarm signal in case of failure of anti-condensation heater.

2.05 MOTOR

A. The electric motor shall be Class F insulated, with a duty rating of at least 15 minutes at 104 °F (40 °C) ambient temperature at an average load of at least 35 percent (35%) of rated actuator torque. Motor shall be specifically designed and built by the actuator manufacturer for electric actuator service characterized by high starting torque, low stall torque, and low inertial. Commercially available motors shall not be acceptable. Electrical disconnection of the motor shall be by means of a plug and socket and motor removal shall be possible without loss of lubricant. The actuator must include a device to ensure that the motor runs with the correct rotation for the required direction of valve travel regardless of the connection sequence of the power supply.

2.06 MOTOR PROTECTION

A. The following criteria shall be provided for motor protection:

1. The motor shall be de-energized without damage in the event of a stall condition when attempting to move a jammed valve.

2. The motor shall be de-energized in the event of an over-torque condition.

3. Thermal devices (one for each phase of power) shall be imbedded in the motor windings to de-energize the motor in case of overheating.

4. Lost phase protection.

2.07 GEARING

A. The actuator gearing shall be totally enclosed in a grease-filled cast iron gearcase suitable for operation in any orientation. Oil lubrication is not permitted. The gearcase shall contain sensors capable of continuously recording temperatures and vibration within the actuator. Actuator gearing shall be hardened steel with alloy bronze worm wheel. Where required per application, electric actuators will be provided with worm gearboxes. The worm gearboxes shall be supplied with full 360-degree bronze or ductile iron worm wheels and end-of-travel mechanical stops. Designs with segmented worm gears will not be permitted.

2.08 MANUAL OPERATION

A. Manual operation shall be by handwheel which shall not rotate during motor operation. Handwheel declutch mechanism shall include an output contact to indicate actuator manual operation. Manual operation shall utilize the actuator worm shaft/worm wheel to maintain self-locking gearing and to facilitate changeover from motor to manual operation when the actuator is under load. Actuator designs that bypass electric actuator worm gears when declutched are unacceptable. The

declutching from motor operation shall be at the motor shaft to minimize declutching effort. The amount of force required to declutch the actuator shall be the same regardless of the size of the actuator. Designs that break the valve load at the worm and worm gear are unacceptable. Return from manual to electric mode of operation will be automatic upon motor operation. A seized or inoperable motor shall not prevent manual operation.

2.09 DRIVE NUT AND THRUST BASE ASSEMBLY

A. For multi-turn rising stem applications, the drive nut shall be installed in a detachable thrust base. The design shall allow actuator removal from the thrust base, leaving the thrust base attached to the valve to retain valve position. Thrust bearings shall be lubricated by means of an easily accessible grease fitting.

2.10 VALVE POSITION AND TORQUE CALIBRATION

A. Position and torque shall be sensed by absolute encoder using Hall effect sensors. Incremental encoders requiring batteries to retain settings upon loss of power shall not be accepted. Position and torque settings will be stored in permanent non-volatile memory.

B. Torque and travel adjustment parameters are to be as follows:

1. Position setting range 1 to 500 or 10 to 5,000 turns, with resolution of 2.81 degrees and accuracy to 5.0 degrees of actuator output.

2. Torque setting: 40 percent (40%) to 100 percent (100%) of rated torque.

C. Torque switches bypass to be provided for the torque sensing system to inhibit torque switch trip during unseating or during starting in mid-travel against high inertia loads.

2.11 ELECTRIC ACTUATOR CONTROL (CONTACT CLOSURE/DISCRETE SIGNALS OR ANALOG SIGNAL)

A. Actuator status indication.

1. Six (6) contacts shall be provided. The contacts shall have a minimum rating of 5A, 250VAC

a. One (1) contact dedicated for collective fault (phase failure, motor protection tripped, torque fault) or one (1) of eight (8) other fault groups.
b. Five (5) additional indication contacts selectable from a list of at least 45 parameters including, but not limited to: end position CLOSED, end position OPEN, selector switch in REMOTE mode, torque fault in CLOSED direction, and torque fault in OPEN direction.

B. Local indication.

1. The actuator shall include a digital position indicator with a display from fully open to fully closed in one percent (1%) increments.

2. Six (6) indicating lights shall be included. Five (5) of which are programmable local indicating lights to indicate functions including, but not limited to: end position CLOSED, end position OPEN, selector switch in REMOTE mode, and actuator moving. The sixth (6th) light shall indicate Bluetooth® interface connectivity.

C. Remote position and torque feedback.

1. Actuator shall provide a 4-20 mA analog position feedback signal.

2. Actuator shall provide a 4-20 mA torque feedback signal corresponding to required valve torque for diagnostics and preventive maintenance.

D. Integral starter and transformer.

1. The starter shall be suitable for up to 60 starts per hour for open/close service. The applicable number of starts per hour depends on actuator size and output speed.

2. A removable plug and socket controls housing containing LCD operations and diagnostics display, Bluetooth® interface, reversing starters or thyristors, power supply/control transformer and local controls capable of:

a. Being mounted integrally with the actuator and capable of being re-oriented at 90 degree increments, so that push buttons and indication lights will face the operator.
b. Being wall mounted remotely up to 330 feet (330') (100 m) where required by application conditions.

E. Integral local controls and control mode selector.

1. The actuator shall include local Open/Stop/Close/Reset pushbuttons and a Local/Off/Remote selector switch lockable in any of the three (3) positions. The Reset pushbutton shall be provided to facilitate actuator commissioning. It shall be possible to select maintained or non-maintained control independently for either the local or remote modes. It shall be possible to program the output direction of the actuator (clockwise or counter-clockwise to close) without removal an any covers. It shall be possible to re-orient local pushbutton controls in 90 degree increments.

F. Control capabilities – for control by contact closure/discrete signals

1. The following control capabilities must be available:

a. Input remote control signals for:

1) Open/Stop/Close (maintained contracts) or emergency.
2) Open/Close “push to run” (momentary).
3) Programmable emergency input for fail to any intermediate of end of travel positions when required.

b. Programmable electronic torque switch bypass initialized in end and intermediate positions. Settable from zero to five (0-5) seconds.
c. Separate open and close direction pulse timer (stepping mode) circuits capable of initializing at any position (Open, Close, or Intermediate)
d. It shall be possible to reverse valve travel without the necessity of stopping the actuator. The starter contactors shall be protected from excessive current surges during travel reversal by an automatic time delay on energization of the contactor coils.
e. The internal circuits associated with the remote control and monitoring functions are to be designed to withstand simulated lightning impulses of up to 1.1 kV.

G. Control capabilities – for signal input

1. The following control capabilities must be available:

a. 4-20 mA (where needed) to incorporate the following features: automatic end position settings, adaptive behavior (automatic setting of deadband), programmable deadband time, programmable tolerance for open/close end positions, programmable behavior on loss of signal, split range operation.
b. Programmable electronic torque switch bypass initialized in end and intermediate positions. Settable from zero to five (0-5) seconds.
c. Programmable emergency input for fail to any intermediate or end of travel positions when required.
d. The internal circuits associated with the remote control and monitoring functions are to be designed to withstand simulate lightning impulses of up to 1.1 kV.

H. Monitoring facilities.

1. Facilities shall be provided for monitoring actuator operation and availability as follows:

   a. Liquid Crystal Display (LCD) – minimum four (4) lines back-lit for setting menu showing status indication and diagnostic information.
   b. Monitoring capability via Bluetooth® connection.
   c. Retrievable (lifetime and re-settable) data logs including:

      1) Motor run time.
      2) Total number of cycles.
      3) Number of torque trips in each direction of travel.
      4) Number of limit switch trips at each end of travel.
      5) Total torque trip faults.
      6) Motor thermal overloads.

   d. Diagnostic capability, which will store and enable download of historical actuator operation, torque data to permit analysis of actuator, valve in-service performance, and status signals according to NAMUR recommendation NE 107 via local display. Data download shall be carried out without removing any covers and all shall be available locally at the actuator or accessible via laptop computer.
   e. Actuators installed in critical applications, shall be optionally equipped with a sensor package, consisting or torque, temperature, and vibration diagnosis. In this case, actuators shall also have a real-time clock for event recording to support asset management functions and life cycle analysis.

I. Wiring and terminals

1. Internal wiring shall be tropical grade insulated stranded cable of appropriate size for the control and main power.

2. All external wiring shall terminate in a removable plug and socket head, which allows easy disconnection of all power and control voltages.

3. Actuators furnished without plug and socket terminal connections must have power and control disconnect switches for ease of maintenance and safety.

PART 3 – EXECUTION

3.01 ELECTRIC ACTUATOR COMMISSIONING AND TEST REPORTS

A. Commissioning.

1. Each actuator will be provided with a commissioning kit consisting of a wiring diagram and installation and operation manual. No special commissioning tools or parts will be required for start-up. In order to prevent loss of screws during commissioning or maintenance, all covers shall be fixed with captive screws. In order to minimize the amount of spare parts required, parts such as covers, plug and sockets, parts must be interchangeable throughout all model sizes.

B. Performance Test Documentation.

1. Each actuator shall be performance tested. Test documentation can be provided if requested indicating the following:

a. Torque sensing tripping points in both the open and closed directions of travel.
b. Current at the maximum torque tripping point.
c. Actuator output speed.
d. High voltage test.

C. Non-intrusive capability.

1. In order to maintain the integrity of the enclosure, setting of all actuator parameters including the torque levels, position limits, configuration of the indication contracts and positioner functionality shall be accomplished without removing covers from the actuator control assemblies or housing.

2. Settings shall be made by entering the set-up mode and following menu prompts appearing in the LCD window. The LCD window shall have four (4) lines of data clearly indicating the set-up option. Set-up shall be accomplished by using the actuator integral selector switch and pushbuttons – without the need for a hand-held setting device. Actuator parameters may also be set by means of laptop computer via a two-way information infrared interface or laptop or PDA via Bluetooth® interface. No special setting tools or devices are acceptable.

3.02 FIELD SERVICE

A. One eight (8) hour day of field service from a factory trained technician for start-up and field calibration.

TABLE 15130-1

MOTORIZED VALVE ACTUATOR SCHEDULE

Valve Size	Description	Quantity	Power (V / Ph)
10 inch (10") Gate Valve	Existing Backwash Valves	2	120 / 1

END OF SECTION

SECTION 15784

SELF-CONTAINED FREESTANDING THROUGH-WALL HEAT PUMP UNITS

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 includes self-contained, floor standing, through-wall mounted, heat-pump units, and their accessories and controls.

1.03 SUBMITTALS

A. Product Data: Include rated capacities, weights, furnished specialties, and accessories for each model indicated.

B. Shop Drawings: Detail layout and installation of wall penetrations.

C. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.

D. Maintenance Data: For equipment to include in the maintenance manuals specified in Division 1.

E. Warranties: Special warranties specified in this Section.

1.04 QUALITY ASSURANCE

A. Fabricate and label refrigeration system to comply with ASHRAE 15, "Safety Code for Mechanical Refrigeration."

B. Energy Efficiency Ratio and Coefficient of Performance: Equal to or greater than prescribed by ASHRAE 90.1, "Energy Efficient Design of New Buildings except Low-Rise Residential Buildings" and Florida “Energy Efficiency Code for Building Construction” and Equipment Schedules at the end of this Section.

C. Listing and Labeling: Provide electrically operated components specified in this Section that are listed and labeled as defined in the National Electrical Code,

Article 100.

D. Comply with NFPA 70.

1.05 COORDINATION

A. Coordinate layout and installation of units and wall construction where unit penetrates wall.

1.06 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Special Warranty: A written warranty, executed by the manufacturer and signed by the Contractor, agreeing to replace components that fail in materials or workmanship within the specified warranty period, provided manufacturer's written instructions for installation, operation, and maintenance have been followed.

1. Warranty Period, All parts and compressors: Manufacturers standard, but not less than five (5) years after date of Substantial Completion.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Marvaire Corp.

2.02 MANUFACTURED UNITS

A. Description: Self-contained, freestanding, through-the-wall units with room cabinet, electric refrigeration system, heating, and temperature controls; fully charged with refrigerant and filled with oil.

B. Cabinet: 20 gauge galvanized steel, double-wall construction, removable front panel with concealed latches.

1. Mounting: Floor with subbase.

2. Finish: Polyester coating, passing 1000-hour salt spray resistance per NCCA Bulletin 111-2/ASTM B 117, covering front and sides of the cabinet's exterior.

3. Lining: Flexible resilient acoustical and thermal insulation of glass fibers with a thermosettng resin on cabinet interior, one and one-half inches (1-1/2") thick.

4. Access Panels: Same finish as cabinet. Fasten with vandal-resistant Torxhead sheet metal screws.

5. Discharge Plenum: Individually adjustable vertical and horizontal extruded aluminum louvers on front and sides of plenum, with clear brushed aluminum finish.

6. Return Air Grille: Hinged extruded aluminum louvers, with clear brushed aluminum finish.

7. Cabinet Side Piece Trim: Matching cabinet in construction and finish, allowing space between wall and unit to be completely enclosed.

8. Cabinet Top Piece Trim: Matching cabinet in construction and finish, allowing space between wall and unit to be completely enclosed.

9. Subbase: Three inch (3") high galvanized steel with black finish.

10. Louver Grille/Collar Assembly: Preassembled, extruded aluminum blades with 0.058-inch (0.058") thickness and clear anodized finish, flush with wall.

C. Refrigeration System: Direct-expansion indoor coil, hermetically sealed scroll compressor with overload protection. Include the following:

1. Outdoor coil, with herisite coating, and fan.

2. Positive Lockout Device to protect from high pressure and loss of charge.

3. Liquid filter dryer.

4. Suction and liquid access valves.

5. Reversing valve.

6. Hot Gas Dehumidification: Hot gas reheat coil to reheat air leaving evaporator coil.

7. Low ambient (to 20°F) operation and control.

D. Condensate Drain: Stainless steel, back and bottom drain openings. Factory assembled trap system internal to the unit.

E. Indoor Fan: Forward-curved, centrifugal, indoor fans with direct drive.

F. Air Filters: Two-inch (2") thick, mounted internally behind return air grille.

G. HACR Circuit Breaker: Factory installed circuit breaker located behind key-locked access panel.

H. Electric-Resistance Heating Coil: Nickel-chromium wire, electric-resistance heating elements with contactor and high-temperature-limit switch.

I. Outdoor Fan: Forward curved, centrifugal with belt drive.

2.03 CONTROLS

A. Thermostat: Integrally-mounted adjustable thermostat with heat anticipator, heat-cool switch and auto-on-off fan switch, two stages of cooling.

B. Humidistat: Remotely mounted to control hot gas bypass.

2.04 SOURCE QUALITY CONTROL

A. Sound-Power Level Ratings: Factory test to comply with ARI 350, "Sound Rating of Non-Ducted Indoor Air Conditioning Equipment", with discharge plenum and standard cooling operation.

B. Unit Performance Ratings: Factory test to comply with ARI 240-81.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Install units according to manufacturer's written instructions.

B. Coordinate installation of wall sleeves in finished wall assembly; seal and weatherproof.

3.02 CONNECTIONS

A. Piping installation requirements are specified in other Division 15 Sections. Drawings indicate the general arrangement of piping, fittings, and specialties. The following are specific connection requirements:

1. Install piping to allow service and maintenance.

2. Condensate Drain: Run to exterior french drain.

B. Electrical: Connect units to wiring systems and to ground as indicated and instructed by manufacturer.

C. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. Where manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.03 CLEANING

A. After completing system installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris, and repair damaged finishes including chips, scratches, and abrasions.

3.04 COMMISSIONING

A. After installation, check the following:

1. Unit is level on base and is flashed in exterior wall.

2. Unit casing has no visible damage.

3. Compressor, air-cooled condenser coil, and fans have no visible damage.

4. Labels are clearly visible.

5. Controls are connected and operable.

6. Shipping bolts, blocks, and tie-down straps are removed.

7. Filters are installed and clean.

8. Drain pan and drain line are installed correctly.

9. Acoustic insulation is present.

B. Check all fan-wheel rotations for correct direction without vibration and binding.

C. Startup Services: Engage a factory-authorized service representative to provide commissioning services.

D. Start unit according to manufacturer's written instructions.

1. Complete manufacturer's starting checklist.

2. Operate controls and safeties.

3. Run units through all modes of operation.

E. Prepare written report of commissioning results.

F. After starting and performance test, change filters.

3.05 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel as specified below:

1. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.

2. Review data in the maintenance manuals. Refer to Division 1 Section "Contract Closeout."

3. Schedule training with Owner, through Architect, with at least seven (7) days' advance notice.

3.06 SCHEDULES

A. Refer to the following schedules for additional basis of design criteria.

SELF-CONTAINED FREESTANDING THROUGH-WALL HEAT PUMP UNITS

PLAN IDENTIFICATION:	PHP-1
BASIS OF DESIGN - MFR:	MARVAIR
SERIES:	SCHOLAR QV
MODEL NO.:	VIA-30-HPA-050N
COOLING CAP. - TONS/STGS:	2.5/1
TOTAL/SHR MBH (95 & 80/67):	30.0/0.77
SEER:	12.7
HT. CAP. HI/LO MBH:	28.4/18.2
ELEC. HT - KW:/PHASE/STAGES	5.0/1/1
AIR FLOW - CFM @ AWG.:	1000@0.30
WEIGHT - LBS:	540
ELECTRICAL - VOLTS/PHASE/HZ:	208-230/1/60
ACCESSORIES/REMARKS:	SPECIAL TRIM, ANTI-SHORT CYCLE TIMER, LOW AMBIENT COOLING OPERATION, DISCHARGE PLENUM AND GRILL, BASE, STAINLESS STEEL DRAIN PAN, MANUAL DAMPER

END OF SECTION

SECTION 16015

ELECTRICAL REFERENCE SYMBOLS

PART 1 – GENERAL

1.01 SYMBOLS

A. The foregoing "General Requirements" form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

B. In general the symbols used on the drawings conform to the Standard Symbols of the Institute of Electrical and Electronic Engineers with the exception of special systems or agencies as hereinafter noted.

1. Special Symbols as shown in schedules or legends.

1.02 ABBREVIATIONS

A. The following abbreviations or initials are used:

A/C	Air Conditioning
AC	Alternating Current
AFF	Above Finished Floor
AFG	Above Finished Grade
AHU	Air Handling Unit
AIC	Amps Interrupting Capacity
AMP	Ampere
ANSI	American National Standards Institute
ATS	Automatic Transfer Switch
AUX	Auxiliary
AWG	American Wire Gauge
C	Conduit
CB	Circuit Breaker
CBM	Certified Ballast Manufacturers
Clg	Ceiling
COND	Conductor
Conn	Connection
CT	Current Transformer

CU	Copper
DO	Draw Out
DN	Down
DPST	Double Pole Single Throw
EC	Electrical Contractor
EMT	Electric Metallic Tubing
EO	Electrically Operated
FLA	Full Load Amperes
FM	Factory Mutual
FT	Feet
GFI	Ground Fault Interrupting
Gnd	Ground
Horiz	Horizontal
Hp	Horsepower
Hr	Hour
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
In	Inches
IPCEA	
JB	Junction Box
KV	Kilovolt
KVA	Kilo-Volt-Amps
KW	Kilowatts
LBS	Pounds
Max	Maximum
MCB	Main Circuit Breaker
MCP	Motor Circuit Protector
Min	Minimum
MLO	Main Lugs Only
MTD	Mounted
N	Neutral
NEC	National Electric Code
NECA	National Electrical Contractors
NEMA	
NFPA	National Fire Protection Association

NIC	Not in Contract
NF	Non-Fused
No	Number
/O	Phase
OL	Overload
OLS	Overloads
OSHA	Occupational Safety and Health Act
P	Pole
PB	Pullbox
PNL	Panel
PR	Pair
Pri	Primary
PT	Potential Transformer
PVC	Polyvinal Chloride
RMS	Root-Means-Square
Recept.	
SCA	Short Circuit Amps
SH	Shielded
S/N	Solid Neutral
SPST	Single Pole Single Throw
SW	Switch
SWBD	Switchboard
TEL	Telephone
TYP	Typical
T/P	Twisted Pair
Temp	Temperature
UL	Underwriters Laboratories
V	Volt
W	Wire
WP	Weatherproof

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16020

WORK INCLUDED

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Description of Work. Extent of electrical connections (EICn) for equipment is indicated by drawings and schedules. Electric connections are hereby defined to include, but not necessarily limited to, connections for providing electrical power to equipment.

B. The foregoing "General Requirements" form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

C. The work required under this Division shall include all materials, labor and auxiliaries required to install a complete and properly operating electrical system. The electrical system required under this Division consists basically of, but is not limited to the following:

1. Complete distribution system for lighting including the necessary feeders, branch circuits, lighting fixtures, control switches and receptacles.

2. Complete distribution system for power including feeders, and connections to motors and other power loads.

3. Underground feeders to panelboards, motor control centers including necessary risers, etc.

4. A building ground system and special grounds as required.

5. Final connections to equipment as noted or required.

6. Motor control centers.

7. Connecting motors and manual control (unless otherwise specified).

8. Painting (of special equipment).

9. Electrical specialties.

10. Concrete work for pad mounted equipment, encased raceways or grade mounted lighting.

11. Furnishing and installing all necessary access panels.

12. Exterior lighting system.

13. Fire alarm and fire detection system.

14. Lightning and grounding system.

15. A complete conduit and wire schedule.

D. Extent of electrical related work required by this section is indicated on drawings and schedules, and/or specified in other sections.

E. Types of electrical related work specified in this section include the following:

1. Access to Electrical Work

2. Access doors in walls, ceiling and floors

3. Removable cover plates in walls, ceilings and floors

4. Excavating for Electrical Work:

   a. Underground electrical wiring and service tunnels

   b. Power and lighting poles

5. Concrete for Electrical Work:

   a. Electrical equipment foundations and mounting pads

   b. Patching concrete which has been cut to accommodate electrical work

6. Printing and Electrical Work:

   a. Ferrous metal surfaces (does not include stainless steel)

   b. Exterior cast-iron handhole and manhole covers and similar units are excluded from work to be painted.

   c. Aluminum, which is not specifically anodized as final finish is so indicated.

   d. Concealed work is excluded from painting, except for interior work in "high humidity" areas.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16025

CODES, FEES, AND STANDARDS

PART 1 – GENERAL

1.01 CODES AND FEES

A. The foregoing "General Requirements" form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

B. Install in accordance with latest edition of the National Electric Code and the regulations of governing local, State, County and other applicable codes. Pay for all required licenses, fees and inspections.

1.02 STANDARDS

A. All materials shall be new and free of defects, and shall be U.L. listed, bear the U.L. label or be labeled or listed with an approved, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the Engineer that equipment meets or exceeds available standards.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16031

DEMONSTRATION OF COMPLETED ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 SCOPE

A. Demonstrate the essential features of the following electrical systems:

1. Communications systems

   a. Alarms and bells
   b. Fire detection devices, smoke detection devices
   c. Telephone equipment

2. Electrical entrance equipment

   a. Circuit breakers
   b. Fuses and fuse holders
   c. Meter

3. Electrical systems controls and equipment

   a. Electrical power equipment
   b. Motor control centers
   c. Motor control devices
   d. Relays
   e. Special transformers
   f. Starting devices

4. Lighting fixtures (include relamping and replacing lenses)

   a. Exit and safety fixtures
   b. Fixtures, indoor and outdoor
   c. Floodlighting

5. Lightning protection system

6. Panel boards

   a. Distribution panels
   b. Lighting panels
   c. Load centers
   d. Main panels, power panels

7. Standby Electrical Equipment

   a. Batteries
   b. Battery Chargers
   c. Motor-generator sets
   d. Transfer switch
   e. Day Tank
   f. Controls and alarms

8. Wiring devices

   a. Face plates
   b. Low-voltage controls
   c. Outlets: convenience, special purpose
   d. Switches: regular, time

B. Each system shall be demonstrated once only, after completion of testing.

1.02 TIME

A. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing by the Owner or his representative.

1.03 ATTENDING PARTIES

A. The demonstration shall be held by this Contractor in the presence of the Owner, and the manufacturer's representative.

1.04 DEMONSTRATION

A. Demonstrate the function and location (in the structure) of each system, and indicate its relationship to the riser diagrams and drawings.

B. Demonstrate by "start-stop operation" how to work the controls, how to reset protective devices, how to replace fuses, and what to do in the case of emergency.

1.05 CERTIFICATE OF COMPLETED DEMONSTRATION

A. Submit five (5) copies of Certificate of Completed Demonstration", memo signed by the Contractor, Subcontractor and Owner and insert one copy in each Technical Information Brochure.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16040

ELECTRICAL IDENTIFICATION

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of electrical identification work is indicated by drawings and schedules.

B. Types of electrical identification work specified in this section include the following:

1. Electrical Power, Control and Communication Conductors, Danger Signs.

2. Refer to appropriate section "Identification System", for equipment and system nameplates, and performance data, not work of this section.

PART 2 – PRODUCTS

2.01 Acceptable Manufacturers.

A. Subject to compliance with requirements, provide electrical identification products of one of the following (for each type of marker):

1. W.H. Brady Co.

2. Ideal Industries, Inc.

B. Cable/Conductor Identification Bands

1. General. Provide manufacturer's standard vinyl-cloth, self-adhesive cable/conductor markers of wrap-around type, either pre-numbers plastic coated/type, or write-on type with clear plastic self-adhesive cover flap; numbered to show circuit identification.

PART 3 – EXECUTION

3.01 EQUIPMENT/SYSTEM IDENTIFICATION

A. General.

1. Install engraved plastic-laminate sign on each major unit of electrical equipment in building; including central or master unit of each electrical system including communication/control/signal systems, unless unit is

specified, with its own identification. Provide single line text, one-half inch (1/2") high lettering on one and a half foot (1-1/2') high sign, and white lettering in black field. Provide text matching terminology and numbering of the contract documents and shop drawings. Provide signs for each unit of the following categories or electrical work.

2. Panelboards, electrical cabinets and enclosures. Access panel/doors to electrical facilities; major electrical switchgear; motor control centers and transformers.

3. Install signs at locations indicated or, where not otherwise indicated, at location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate substrate.

END OF SECTION

SECTION 16060

ELECTRICAL CONNECTION FOR EQUIPMENT

PART 1 – GENERAL

A. Type of electrical power connections specified in this section includes the following:

1. To motors,

2. To motor starters,

3. From motor starters to motors,

4. To lighting fixtures,

5. To transformers, rheostats, and similar current adjustment features of equipment,

6. To ground, and

7. To master units of communication, signal, alarm, clock, public address, sound, and video systems.

B. Motor starters and controls not furnished integrally with equipment are specified in applicable Section XVI.

C. Refer to Section XIII - Mechanical Equipment for motor starters and controls furnished integrally with equipment; not work of this section.

D. Junction boxes and disconnect switches required for motors and other electrical units of equipment are specified in applicable Section XVI.

PART 2 – QUALITY ASSURANCE

2.01 NEC COMPLIANCE.

A. Comply with applicable portions of NEC as to type products used and installation of electrical power connections (terminals and splices), for junction boxes, motor starters, and disconnect switches.

B. NEMA Compliance. Comply with applicable portions of NEMA standards pertaining to electrical connections for equipment.

C. ANSI Compliance. Comply with applicable ANSI standards pertaining to products and installation of electrical connections.

D. Splices and terminations of types indicted.

2.02 METAL CONDUIT, TUBING AND FITTINGS

A. General. Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) indicated for each type service. Where types and grades are not indicated, provide proper selection as determined for installer to fulfill wiring requirements; comply with NEC requirements for raceways. Provide products complying with Section XVI basic materials and methods section "Raceways", and in accordance with the following listing of metal conduit, tubing and fittings:

1. Rigid Steel Conduit Flexible Metal Conduit Fittings.

2. Rigid Metal Conduit Fittings Liquid-Tight Flexible Metal Conduit.

3. Electrical Metallic Tubing Liquid-Tight Flexible Metal Conduit Fittings.

4. Flexible Metal Conduit.

2.03 WIRE, CABLE AND CONNECTORS

A. General. Provide wires, cables and connectors complying with Section XVI basic materials and methods section "Wire and Cables."

B. Wire. Unless otherwise indicated, provide wires/conductors for electrical connections which match wires/conductors of wiring of wiring supplying power.

C. Connectors and Terminals. Provide electrical connectors and terminals as recommended by connector and terminal manufacturer for intended applications.

2.04 ELECTRICAL CONNECTION ACCESSORIES

A. Provide electrical insulating tape, heat-shrinkable insulating tubing and boots, solder, electrical soldering flux, wire nuts and cable ties as recommended for use by accessories manufacturers for type services indicated.

PART 3 – EXECUTION

3.01 INSTALLATION OF ELECTRICAL CONNECTIONS

A. Install electrical connections as indicated; in accordance with connector manufacturer's written instructions and with recognized industry practices, and complying with requirements of NEC and NECA's "Standard of Installation" to ensure that products fulfill requirements.

B. Connect electrical power supply conductors to equipment conductors in accordance with equipment manufacturer's written instructions and wiring diagrams. Wherever possible, mate and match conductors of electrical connections for proper interface between electrical power supplies and installed equipment.

C. Coordinate installation of electrical connections for equipment with equipment installation work.

D. Cover splices with electrical insulation equivalent to, or of higher rating, than insulation on conductors being spliced.

E. Prepare cables and wires by cutting and stripping covering armor, jacket, and insulation properly to ensure uniform and neat appearance where cables and wires are terminated.

F. Trim cables and wires as short as practical and arrange routing to facilitate inspection, testing and maintenance.

G. Tighten wire-binding connector screws firmly.

H. Provide flexible conduit for motor connections and for other electrical equipment connections where subject to movement and vibration.

I. Provide liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration, and also were subjected to one or more of the following conditions:

1. Exterior location.

2. Moist or humid atmosphere where condensate can be expected to accumulate.

3. Corrosive atmosphere.

4. Subjected to water spray.

5. Subjected to dripping oil, grease, or water.

J. Refer to basic materials and methods section for identification of electrical power supply conductor terminations with markers approved as to types, colors, letter and marker sizes, by Architect/Engineer. Affix markers at each point of termination, as close as possible to each point of connection.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16110

RACEWAYS AND CONDUITS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of raceways is indicated by drawings and schedules. Types of raceways in this section include the following:

1. Electrical Metallic Tubing.

2. Flexible Metal Conduit.

3. Intermediate Metal Conduit.

4. Liquid-Tight Flexible Metal Conduit.

5. Rigid Metal Conduit.

6. Rigid Nonmetallic Conduit.

7. Surface Metal Raceways.

B. NEMA Compliance. Comply with applicable requirements to NEMA standards pertaining to raceways.

C. UL Compliance and Labeling. Comply with provisions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL listed and labeled.

D. NEC Compliance. Comply with requirements as applicable to construction and installation of raceway systems.

1.02 METAL CONDUIT AND TUBING

A. General. Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thicknesses) for each service indicated. Where types and grades are not indicated, provide proper selection determined by installer to fulfill wiring requirements, and comply with applicable portions of NEC for raceways.

1. Rigid Steel Conduit. FS WW-C-0581 and ANSI C80.1.

2. Rigid Metal Conduit Fittings. FS W-F-408.

3. Use Type 1 Fittings for rain-tight connections.

4. Use Type 1 Fittings for concrete tight connections.

5. Use Type 3 Fittings for other miscellaneous connections.

6. Electrical Metallic Tubing (EMT). FS WW-C-563 and ANSI C80.3.

NOTE: IN GENERAL, EMT RACEWAYS SHALL NOT BE USED ON THIS PROJECT

B. EMT Fittings. FS W-F-408.

1. Use Type 1 Fittings for rain-tight connections.

2. Use Type 2 Fittings for concrete tight connections.

3. Use Type 3 Fittings for other miscellaneous connections.

C. Flexible Metal Conduits. FW WW-C-566, of the following type:

1. Type 2. Zinc-coated steel
.

2. Flexible Metal Conduit Fittings. FS W-F-406, Type 1, Class 1, and Style A.

3. Liquid-Tight Flexible Metal Conduit. Provide liquid-tight flexible metal conduit; construct of single strip, flexible, continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coat with liquid-tight jacket of flexible polyvinyl chloride (PVC).

1.03 WIREWAYS

A. General. Provide electrical raceways of types, grades, sizes, weights (wall thicknesses), number of channels, for each type service indicated. Provide complete assembly of raceway including, but not necessarily limited to, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps and other components and accessories as needed for complete system. Where types and grades are not indicated, provide proper selection as determined by installer to fulfill wiring requirements, and comply with applicable provisions of NEC for electrical raceways.

PART 2 – PRODUCTS

2.01 INSTALLATION OF ELECTRICAL RACEWAYS

A. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and comply with recognized industry practices.

B. Coordinate with other work, including metal can concrete deck work, as necessary to interface installation of electrical raceways and components with other work.

C. Coat under floor metal raceways with bitumastic type protective coating prior to placing concrete.

D. Level and square raceway runs, and install at proper elevations/heights.

E. Complete installation of electrical raceways before starting installation of cables/wires within raceways.

F. Install PVC-coated conduit and fittings in highly corrosive atmospheres, and elsewhere as indicated.

G. Install flexible conduit for motor connections and for other electrical equipment connections where subject to movement and vibration.

H. Install liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration and also where subject to one or more of the following conditions:

1. Exterior location, moist of humid atmosphere where condensate can be expected to accumulate, corrosive atmosphere, subjected to water spray, subjected to dripping oil, grease, or water.

I. Wherever possible, install horizontal raceway runs above water and steam piping.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16120

WIRES AND CABLES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of electrical wire and electrical cable work is indicated by drawings and schedules.

B. Types of wire, cable and connectors in this section include the following:

1. Copper Conductors.

2. Tab Type Connectors.

3. Split-Bolt Connectors.

C. Applications for wire, cable and connectors required for project as follows:

1. Power Distribution circuitry.

2. Lighting Circuitry.

3. Appliance and Equipment circuitry.

4. Motor-Branch Circuitry.

PART 2 – QUALITY ASSURANCE

2.01 NEC COMPLIANCE

A. Comply with NEC as applicable to construction and installation of electrical wire, cable and connectors.

B. UL Compliance. Comply with UL standards pertaining to wire, cable and connectors.

C. UL Labels. Provide electrical wires, cables and connectors which have been UL listed and labeled.

D. NEMA/ICEA Compliance. Comply with applicable portions of NEMA/Insulated Cable Engineers Association standards pertaining to material, construction and testing of wire and cable.

E. ANSI/ASTM. Comply with applicable portions of ANSI/ASTM standards pertaining to construction of wire and cable.

PART 3 – EXECUTION

3.01 ACCEPTABLE MANUFACTURERS

A. Available Manufacturers. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

B. Manufacturers. Subject to compliance with requirements, provide products of one of the following (for each type of wire, cable and connector):

C. Wire and Cable.

1. General Cable Corporation.
2. Southwire Company.
3. Triangle PWC, Inc.

D. Connectors

1. AMP, Inc.
2. Burndy Corporation.
3. Ideal Industries, Inc.
4. Thomas and Betts Company.

3.02 WIRE, CABLE AND CONNECTORS

A. General. Except as otherwise indicated, provide wire, cable and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, and as required for installation.

B. Wire. Provide factory-fabricated wire of sizes, ratings, materials and types indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with project's installation requirements and NEC standards. Select from the following types, materials, conductors, configurations, insulation and coverings:

1. UL Type: MTW.

2. UL Type: THHN.

3. UL Type: THWN.

C. Material: Copper

1. Conductors: Stranded copper (all sizes).

2. Conductors: Concentric-lay-stranded (standard flexibility).

3. Outer Covering: Thermoplastic.

D. Cable. Provide factory-fabricated, metal connectors of sizes, ratings, materials, types and classes as indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with installation requirements and NEC standards.

3.03 CONNECTORS

A. Provide factory-fabricated, metal connectors of sizes, ratings, material, types and classes as indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with installation requirements and NEC standards. Select from the following types, classes, kinds and styles.

1. Type: Pressure.

2. Class: Non-insulated.

3. Kind: Copper (for Cu to Cu connection).

4. Style: Butt connection.

5. Style: Split-bolt parallel connection.

6. Style: Tap connection.

7. Style: Pigtail connection.

PART 4 – INSTALLATION

4.01 GENERAL

A. Install electrical cables, wires and connectors as indicated, in compliance with manufacturer's written instruction, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.

B. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.

C. Use pulling compound of lubricant, where necessary; compound must not deteriorate conductor or installation.

D. Keep conductor splices to minimum.

E. Install splices and tapes which have mechanical strength and insulation rating equivalent-or-better than conductor.

F. Field Quality Control. Prior to delivery, test cable and wire for continuity of circuitry, and also for short circuits. Correct malfunctions when detected.

G. Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements.

END OF SECTION

SECTION 16130

ELECTRICAL BOXES AND FITTINGS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of electrical box and electrical fittings work is indicated by drawings and schedules.

B. Types of electrical boxes and fittings in this section include the following:

1. Outlet Boxes.

2. Junction Boxes.

3. Pull Boxes.

4. Conduit Bodies.

5. Bushings.

6. Knockout Closures.

PART 2 – QUALITY ASSURANCE

2.01 NEC COMPLIANCE

A. Comply with NEC as applicable for construction and installation of electrical wiring boxes and fittings.

B. UL Compliance. Provide electrical boxes and fittings which have been UL listed and labeled.

C. ANSI/NEMA Standards Compliance. Comply with ASNI 134.1 (NEMA Standards PUB No. OS 1) as applicable to sheet-steel outlet boxes, device boxes, covers, and box supports.

2.02 FABRICATED MATERALS

A. Interior Outlet Boxes

1. Provide galvanized flat rolled sheet steel interior outlet wiring boxes, of types, shapes, and sizes, including box depths, to suit each respective location and installation; construct with stamped knockouts in back and sides, and

with thread screw holes with corrosion-resistant screws for securing box covers and wiring devices.

B. Manufacturer. Subject to compliance with requirements, provide interior outlet boxes of one of the following:

1. Adalet-PLM Div., Scott and Fetzer Co.

2. Appleton Electric Company.

3. Bell Electric/Square D Co.

4. RACO, Inc.

5. Steel City/Midland-Ross Corp.

2.03 WEATHERPROOF OUTLET BOXES

A. Provide corrosion-resistant cast metal weatherproof outlet wiring boxes, of types, shapes, and sizes, including depth of boxes, with threaded conduit ends, cast-metal face plates and spring-tipped waterproof caps suitably configured for each application, including face plate gaskets and corrosion-resistant fasteners.

B. Manufacturer. Subject to compliance with requirements, provide weatherproof outlet boxes of one of the following:

1. Bell Electric/Square D Co.

2. Harvey Hubbel, Inc.

3. O-Z/ Gedney Co.

2.04 JUNCTION AND PULL BOXES.

A. Provide galvanized code-gauge sheet junction and pull boxes, with screw-on covers; of types, shapes, and sizes, to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers.

B. Manufacturer. Subject to compliance with requirements, provide junction and pull boxes of one of the following:

1. Adelet-PLM Div., Scott Fetzer Co.

2. Appleton Electric Co.

3. Bell Electric/ Square D Co.

4. Spring City Elect. Mfg. Co.

2.05 CONDUIT BODIES.

A. Provide galvanized cast-metal conduit bodies, of types, shapes and sizes, to suit respective location, construct with thread-conduit-entrance ends, removable covers, and corrosion-resistant screws.

B. Manufacturer. Subject to compliance with requirements, provide conduit bodies of one of the following:

1. Appleton Electric Co.

2. Killark Electric Mfg. Co.

3. O-Z/Gedney Co.

2.06 BUSHINGS, KNOCKOUT CLOSURES AND LOCKNUTS.

A. Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and malleable iron conduit bushings, offset connectors, of types and sizes, to suit respective uses and installations.

PART 3 – EXECUTION

3.01 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS

A. General.

1. Install electrical boxes and fittings where indicated, complying with manufacturer's written instruction, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.

2. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.

3. Provide weatherproof outlets for interior and exterior locations exposed to weather and moisture.

4. Provide knockout closure to cap unused knockout holes where blanks have been removed.

5. Install boxes and conduit bodies in those locations to ensure ready accessibility of electrical wiring.

6. Avoid using round boxes where conduit must enter box through side of box, which would result in difficult and insecure connections when fastened with locknut or bushing on rounded surface.

7. Fasten boxes rigidly to substrates or structural to which attached, or solidly embedded electrical boxes in concrete or masonry.

8. Provide electrical connections for installed boxes.

END OF SECTION

SECTION 16140

WIRING DEVICES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of wiring device work is indicated by drawings and schedules. Wiring devices are defined as single discrete units of electrical distribution systems which are intended to carry but not utilize electric energy.

B. Types of electrical wiring devices in this section include the following:

1. Receptacles.

2. Switch.

3. Wall Plates.

4. Plugs.

5. Plug Connectors.

PART 2 – QUALITY ASSURANCE

2.01 NEC COMPLIANCE.

A. Comply with NEC as applicable to construction and installation of electrical wiring devices.

B. UL Compliance and Labeling. Provide electrical wiring devices which have been UL listed and labeled.

C. NEMA Compliance. Comply with NEMA standards for general and specific purpose wiring devices.

D. Submittals. Product data. Submit manufacturer's data on electrical wiring devices.

PART 3 – PRODUCTS

3.01 MANUFACTURER

A. Subject to compliance with requirements, provide products of one of the following (for each type of wiring device):

1. Harvey Hubbell, Inc.

2. Levington Mfg. Co.

B. Fabricated Wiring Devices

1. General. Provide factory-fabricated wiring devices, in types colors, and electrical rating, for applications indicated, and complies with NEMA Standards Pub. No. WD1. Where types and grades are not indicated, provide proper selection as determined by installer to fulfill wiring requirements, and complying with NEC and NEMA standards for wiring devices. Provide ivory color devices and wall plates except as otherwise selected; color selection to be verified by Contractor with Engineer.

3.02 RECEPTACLES

A. Heavy-Duty Duplex. Provide heavy-duty duplex receptacles, 2-poe, 3-wire grounding, 20-amperes, 125-volts, with metal plaster ears, back wiring, NEMA configuration 5-20R, unless otherwise indicated.

B. Ground Fault Interrupter. Provide general-duty duplex receptacles, ground-fault circuit interrupters; feed-thru type, capable of protecting connected downstream receptacles on single circuit, grounding type UL-rated Class A, Group 1, 20-amperes rating, 120-volts, 60 Hz; with solid-state ground-fault sensing and signaling; with 5 milliamperes ground-fault trip level; equip with 20-ampere plug configuration, NEMA 5-20R.

3.03 PLUGS AND CONNECTORS

A. Plugs. Provide 15-amperes, 125-volts, 3-wire grounding, armored cap plugs, parallel blades with cord clamp, and 0.4" cord hole; match NEMA configuration with power sources.

B. Connectors. Provide 15-amperes, 125-volts, bakelite-body armored connectors 3-wire grounding, parallel blades, double wipe contact, with cord clamp, and 0.4" cord hole, match NEMA configuration to mating plugs.

3.04 SWITCHES

A. Snap. Provide general-duty flush single-pole toggle switches, 20-ampere, 277-volts AC, with mounting yoke insulated from mechanism, equip with plaster ears, switch handle, and side wired screw terminals.

PART 4 – WIRING DEVICES

4.01 INSTALLATION

A. Install wiring devices as indicated, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices to fulfill project requirements.

B. Coordinate with other work; include painting, electrical box and wiring work, necessary to interface installation of wiring devices with other work.

C. Install wiring devices only in electrical boxes which are clean, free from excess building materials, dirt, and debris.

D. Install galvanized steel wall plates in unfinished spaces.

E. Delay installation of wiring devices until wiring work is completed.

F. Delay installation of wall plates until after painting work is completed.

4.02 GROUNDING.

A. Provide electrically continuous, tight grounding connections for wiring devices, unless otherwise indicated.

4.03 TESTING.

A. Prior to energizing circuitry, test wiring devices for electrical continuity and proper polarity connections. After energizing circuitry, test wiring devices to demonstrate compliance with requirements.

END OF SECTION

SECTION 16175

ELECTRIC MOTORS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work: This Section covers the quality criteria, design standards, materials and installation procedures for electric motors.

B. The requirements of this Section shall apply to all electric motors except as specifically noted in the specific equipment specifications.

C. Related Work Described Elsewhere:

1. Shop Drawings: Section 01340.

2. Materials and Equipment: Section 01600.

3. Start-up: Section 01650.

4. Operation & Maintenance Data: Section 01730.

5. Warranties and Bonds: Section 01740.

6. Painting: Section 09900.

7. Low Voltage Motor Controls: Section 16174.

8. Specific electric motor data not covered in this section is specified with the equipment to be driven.

1.02 QUALITY ASSURANCE

A. Electric motors shall conform to the latest standards of IEEE, ANSI and NEMA.

B. Motors shall be warranted against defects in materials and workmanship and failure resulting from normal usage for a period of one (1) year after final acceptance of the project. (See Section 01740: Warranties & Bonds)

C. Shop Tests and Test Reports: All motors of frame size 180 or larger shall be given a standard short commercial test conforming to IEEE, ANSI and NEMA Standard

requirements to determine that they are free from electrical or mechanical defects and to provide assurance that they meet design conditions. These tests shall include:

1. Running light current.

2. Locked rotor current.

3. Secondary voltage at collector rings (wound rotor motors).

4. High potential.

5. Winding resistance.

6. Vibration and balance test in accordance with NEMA standard MG 1-12.05 and MG 1-12.06and Hydraulic Institute Standards.

D. All standard efficiency motors shall, at a minimum, have a nominal (or average) full load motor efficiency determined in accordance with NEMA Standard MG 1-12.53a and IEEE-112, Test Method B, as indicated in Tables 16175-A and 16175-B.

E. All high (or premium) efficiency motors shall, at a minimum, have a guaranteed minimum full load motor efficiency determined in accordance with NEMA Standard MG 1-12.53a and IEEE-112, Test Method B, as indicated in Tables 16175-A and 16175-B.

F. All motors shall have efficiency ratings calculated, labeled and stated in accordance with NEMA Standard MG 1-12.53b.

G. Motors shall be manufactured by Reliance Electric, U.S. Motors, General Electric, or equal.

1.03 SUBMITTALS

A. Submittals shall be in accordance with Section 01340.

B. Certified copies of the standard short commercial test shall be submitted for each motor having a frame size of 180 or larger.

C. Certified copies of test reports verifying compliance with specified nominal (average) full load efficiency shall be submitted for electrically duplicate units of each standard efficiency motor type to be supplied.

D. Certified copies of test reports verifying compliance with specified minimum guaranteed full load efficiency shall be submitted for electrically duplicate units of each high (or premium) efficiency motor over 100 Hp or less.

E. Certified copies of test reports verifying compliance with specified minimum guaranteed full load efficiency shall be submitted for each individual high (or premium) efficiency motor over 100 Hp to be supplied.

F. Completed Motor Data Sheet (Table 16175-C attached).

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. The Contractor shall be responsible for adequately and properly storing and maintaining the motors from the time received at the job site to actual start-up operations and client acceptance of motors (See Section 01600).

B. Lifting lugs shall be furnished on motors over 25 pounds and shall be designed in accordance with NEMA MG 2-2.02.

C. Motors with heaters which are in storage on the job site in excess of 45 days before connection to permanent power shall have temporary power connected to the heaters.

1.05 DESIGN CONDITIONS

A. Motor Design: The use of NEMA Designs B or C for motors over one-half (1/2) Hp shall be as follows:

1. Design B motors shall be used on equipment at full (or reduced) voltage start requiring normal starting torque and current.

2. Design C motors shall be used on equipment at full (or reduced) voltage start requiring a high starting torque and normal starting current.

3. All motors 100 Hp or greater shall be capable of autotransformer reduced voltage starting.

4. Locked rotor, starting and breakdown torques shall be as called for in the NEMA standards for the Design involved.

B. Enclosure Type: Unless indicated in the equipment specification, motor enclosures shall be as follows:

1. In interior, clean, dry and ventilated locations, use open drip-proof frames (ODP) or Weather Protected Type I (WPI).

2. Interior use with hose wash down of floors and possible wetting shall use TEFC.

3. Interior or exterior use with a dusty environment shall use totally enclosed fan cooled (TEFC) motors.

4. Exterior installations shall use TEFC motors.

5. Exterior use in hostile environment shall use a TEFC motor up to 300 hp. and Weather Protected Type II motors for 300 hp. and up in size.

6. Installations in a potentially explosive environment shall use applicable Class I explosion proof motors.

PART 2 – PRODUCTS

2.01 EQUIPMENT

A. Motor Design: The driven equipment manufacturer shall be responsible for sizing the motors in coordination with the driven equipment such that the name plate rated horsepower is not exceeded and motors are not required to operate in the safety factor at any point within the driven equipment's operating range. Motor design for motors over one-half (1/2) Hp shall be NEMA Design B, except when NEMA Design C is required by the equipment manufacturer. Unless noted otherwise, all motors (except explosion proof motors) shall be provided with a minimum 1.15 service factor. Motors shall be standard efficiency or high premium efficiency as indicated in the equipment specification and shall have a minimum full load efficiency in accordance with Section 1.02 and Table 16175-A and Table 16175-B.

B. Motor enclosure shall be open drip-proof (ODP), totally enclosed fan cooled, Class I explosion-proof, or Weather Protected Type I or II as listed for each motor or specified in 1.05 B. above.

C. Insulation: Unless otherwise noted in the equipment specification, the insulation system shall be as follows:

1. Motor winding and rotor insulation shall be in accordance with NEMA MG 1-12.42, Class F, with a Class B temperature rise at rated service factor using

resistance, except that single phase fractional horsepower motors may have Class B insulation.

2. Stator winding, end coils and rotor windings (wound rotor motors) for open (odP) and weather protected (WP I and WP II) motors having a frame size of 320 or larger shall receive two (2) coats of 100 percent (100%) solid sloventless epoxy.

3. Stator winding, end coils and rotor windings (wound rotor motors) for totally enclosed motors shall receive one (1) coat of 100 percent (100%) solid solventless epoxy.

4. Epoxy shall be applied using vacuum and pressure impregnation (VPI) in accordance with NEMA Standard MG 1-1.27A for all motors having a frame size of 320 or larger.

5. Stator, rotor, exciter and line leads on all motors having a frame size of 180 or larger shall be coated with fungicidal varnish or paint.

2.02 MATERIALS AND CONSTRUCTION

A. General: Unless otherwise noted, materials and construction of motors shall be as described in the following paragraphs.

B. Materials and construction of all motors shall be as follows:

1. Enclosures for open and weather protected motors having a frame size of 320 or larger shall be constructed of cast iron including outlet box and brackets. Enclosures for TEFC motors having a frame size of 180 or larger shall similarly be constructed of cast iron. Smaller motors may be constructed of fabricated steel or aluminum. The frame, and brackets, terminal box and fan cover shall be of similar material.

2. Bearings shall be antifriction type, grease lubricated with a 40,000-hour average life in accordance with B-10, AFBMA Life Values, except that bearings in a belt drive configuration may have an average B-10 life of 25,000 hours.

3. Motors with vertical hollow shaft shall have non-reversing ratchets for 30 percent (30%) momentary upthrust of the rated power thrust.

4. Motors shall have a decibel sound level to meet NEMA Standard MG 1 12.49 sound power levels and applicable provisions of OSHA. Sound measurements shall be in accordance with IEEE 85 procedures.

5. Motors shall have a nameplate including information as required by NEMA MG 1-10.37 and 10.38 plus the following:

   a. Generic Bearing Identification Numbers.
   b. Full Load Efficiency (plus full load power factor and maximum KVAR value for high (or premium) efficiency motors).

6. Hardware and screens shall be corrosion resistant.

C. In addition to the requirements listed above, all TEFC motors shall also be equipped as follows:

1. Fans shall be constructed to resist corrosion and be of non-sparking material.

2. Neoprene shaft slinger shall be provided and lead wires shall be non-braided and non-wicking to prevent entrance of moisture and contaminants.

3. Grease fittings shall be non-corroding.

4. All leads shall be brought out to a separate terminal box and shall be marked and identified. The terminal box shall be split construction, double gasketed, containing provisions for grounding the motor and shall comply with NEMA standards for minimum volume.

5. Motors shall have brass or stainless steel breather drains at both ends to allow proper drainage of condensation.

6. Nameplates, as specified in Paragraph B above, shall be made of stainless steel and fastened with stainless steel pins.

7. Motors having a frame size of 320 or larger shall be provided with a 120 volt, single phase strip type heaters to maintain a motor temperature of at least 40 °C or 10 °C above ambient, whichever is greater.

D. Voltage: Unless noted otherwise, all motors one-half (1/2) horsepower and less shall be 115/230 volt, 60 hertz, single phase and motors larger than one-half (1/2) horsepower shall be 23-/460 volt, 60 hertz, three phase.

PART 3 – EXECUTION

3.01 A. All motors shall be provided and factory mounted by the driven equipment manufacturer in accordance with the motor manufacturer's drawings and instructions. Field installation of the unit, including final alignment shall be the responsibility of the Contractor.

3.02 PAINTING

A. Motors shall be prime coated prior to shipment. Primer shall be of same type and manufacture as used by the General Contractor as specified in Section 09900: Painting. After installation and before being placed in final operation, the Contractor shall have motors painted in accordance with the requirements of Section 09900.

3.03 FIELD QUALITY CONTROL

A. Field Tests: The motors shall be run in for four (4) before being reconnected to the equipment.

3.04 SPARE PARTS

A. The Contractor shall furnish one set of bearings, tagged and marked for identification and recording on motors over 100 horsepower in size.

TABLE 16175-A
MINIMUM FULL LOAD EFFICIENCIES FOR VERTICAL MOTORS

	OPEN MOTORS		TOTALLY ENCLOSED MOTORS		
HP	Nominal rpm	(Standard) Efficiency	Normal (Premium) Efficiency	High/Normal (Standard) Efficiency	High (Premium) Efficiency
1	1,800				83.5
	900				83.0
1.5	3,600			73.5	
	1,800			79.0	83.0
	1,200			75.0	84.5
	900			76.0	83.0
2	3,600			77.0	
	1,800			81.0	83.0
	1,200	77.0	85.5	77.5	84.5
	900	72.0	80.0	72.0	82.5
3	3,600	80.0	84.0	75.0	
	1,800	80.0	85.5	78.5	86.5
	1,200	78.5	85.5	78.5	85.5
	900	74.0	82.0	74.0	82.5
5	3,600	81.0	86.5	79.5	
	1,800	81.5	86.0	81.0	86.5
	1,200	83.0	85.5	80.0	86.0
	900	78.5	88.0	78.5	85.5
7.5	3,600	84.0	86.5	81.5	87.5
	1,800	83.5	90.5	83.5	88.0
	1,200	83.0	89.0	80.0	86.0
10	3,600	83.5	90.5	82.0	89.5
	1,800	86.5	90.5	85.5	89.0
	1,200	82.5		85.0	88.5
	900	84.0	89.0	84.0	87.0

TABLE 16175-A
MINIMUM FULL LOAD EFFICIENCIES FOR VERTICAL MOTORS

	OPEN MOTORS		TOTALLY ENCLOSED MOTORS		
			Normal	High/Normal	High
	Nominal	(Standard)	(Premium)	(Standard)	(Premium)
HP	rpm	Efficiency	Efficiency	Efficiency	Efficiency
15	3,600	85.0		81.0	89.5
	1,800	85.5	92.0	85.5	89.0
	1,200	86.5	92.0	84.5	90.0
	900	85.5	92.0	84.5	89.5
20	3,600	85.5	92.0	84.5	90.0
	1,800	88.0	92.6	87.0	90.5
	1,200	88.0	90.0	85.5	88.5
	900	85.0	89.5	87.0	89.5
25	3,600	88.5	92.5	87.0	91.0
	1,800	88.5	92.5	88.5	90.5
	1,200	85.5	90.5	88.0	90.0
	900	86.0	90.5	88.0	89.5
30	3,600	88.5	90.5	88.5	90.0
	1,800	89.0	93.0	88.5	91.0
	1,200	86.5	91.5	88.0	90.5
	900	88.0	90.0	89.0	91.0
40	3,600	88.5	90.5	88.5	90.0
	1,800	88.0	93.0	89.5	92.0
	1,200	87.5	91.0	89.5	91.5
	900	88.0	90.0	89.0	91.0
50	3,600	88.0	91.0	89.5	90.0
	1,800	89.0	93.5	90.5	92.0
	1,200	88.0	91.0	90.5	90.0
	900	88.5	90.5	89.5	91.5

TABLE 16175-A
MINIMUM FULL LOAD EFFICIENCIES FOR VERTICAL MOTORS
(Continued)

	OPEN MOTORS		TOTALLY ENCLOSED MOTORS		
			Normal	High/Normal	High
	Nominal	(Standard)	(Premium)	(Standard)	(Premium)
HP	rpm	Efficiency	Efficiency	Efficiency	Efficiency
60	3,600	89.5	92.0	89.5	91.5
	1,800	90.0	93.5	91.0	93.5
	1,200	88.5	92.0	91.5	92.0
	900	89.0	91.5	91.0	92.5
75	3,600	89.5	92.5	91.0	92.0
	1,800	91.5	94.0	91.5	93.5
	1,200	89.5	93.5	91.5	92.0
	900	89.0	93.5		90.0
100	3,600	91.0	92.5		90.0
	1,800	91.0	94.2		91.5
	1,200	91.5	93.5	92.0	93.5
	900	89.0	93.5	91.5	92.0
125	3,600	91.0	92.5	91.0	91.5
	1,800	92.0	94.0	92.0	93.5
	1,200	91.5	93.5	93.0	93.5
	900	89.5	93.5	92.0	93.0
150	3,600	91.5	93.0	91.5	91.5
	1,800	92.0	95.0	92.5	94.5
	1,200	92.0	94.0	93.0	94.5
	900	91.5	93.5	92.0	93.0
200	3,600	92.0	92.5	91.5	92.0
	1,800	92.5	94.5	94.5	94.5
	1,200	91.5	94.0	93.5	94.0
	900	91.5			
250	3,600	92.0	92.5	92.0	93.0
	1,800	93.0	94.5	93.5	95.0
	1,200	91.0	95.0	94.0	94.0
	900	92.0			

TABLE 16175-A
MINIMUM FULL LOAD EFFICIENCIES FOR VERTICAL MOTORS

	OPEN MOTORS		TOTALLY ENCLOSED MOTORS		
HP	Nominal rpm	(Standard) Efficiency	Normal (Premium) Efficiency	High/Normal (Standard) Efficiency	High (Premium) Efficiency
300	1,800	91.5	95.0	94.5	
	1,200	92.0			
	900	92.0			
350	1,800	92.0			
	1,200	91.5			
	900	92.5			
400	1,800	92.0			
	1,200	91.5			
	900	92.0			
450	1,800	92.5			
	1,200	91.5			
	900	92.0			
500	1,800	93.0			
	1,200	92.0			
	900	91.5			

TABLE 16175-B
MINIMUM FULL LOAD EFFICIENCIES FOR HORIZONTAL MOTORS

	OPEN MOTORS		TOTALLY ENCLOSED MOTORS		
HP	Nominal rpm	(Standard) Efficiency	Normal (Premium) Efficiency	High/Normal (Standard) Efficiency	High (Premium) Efficiency
.75	1,200	92.0	77.0	72.0	77.0
	900	68.0	75.5	67.5	
1	3,600			71.0	
	1,800	72.0	81.5	72.0	81.5
	1,200	73.0	78.5	76.5	78.5
	900	68.0	77.0	67.5	
1.5	3,600	78.0	81.5	75.5	81.5
	1,800	74.0	81.5	77.0	81.5
	1,200	75.5	82.5	78.5	84.0
	900	72.0	79.0	69.5	
2	3,600	70.0	84.0	80.0	84.0
	1,800	77.0	81.5	80.0	81.5
	1,200	76.0	85.5	78.5	85.5
	900	72.0	82.5	72.0	83.5
3	3,600	80.0	84.0	75.5	84.0
	1,800	80.0	86.5	78.5	85.5
	1,200	78.5	85.5	78.5	88.0
	900	74.0	84.0	74.0	84.5
5	3,600	82.5	84.0	81.5	86.5
	1,800	84.0	88.5	84.0	89.5
	1,200	81.0	87.0	81.5	88.0
	900	78.5	86.0	78.5	88.0
7.5	3,600	85.5	86.5	80.0	88.0
	1,800	84.0	88.5	84.0	89.5
	1,200	81.5	88.5	81.5	88.5
	900	78.5	87.0	78.5	88.0
10	3,600	86.5	87.5	84.0	89.5
	1,800	84.5	89.5	85.5	89.5
	1,200	82.5	89.5	82.5	89.5
	900	81.5	89.0	81.5	89.5

TABLE 16175-B
MINIMUM FULL LOAD EFFICIENCIES FOR HORIZONTAL MOTORS

	OPEN MOTORS		TOTALLY ENCLOSED MOTORS		
			Normal	High/Normal	High
	Nominal	(Standard)	(Premium)	(Standard)	(Premium)
HP	rpm	Efficiency	Efficiency	Efficiency	Efficiency
15	3,600	86.5	88.5	84.0	89.5
	1,800	86.5	90.5	85.5	91.0
	1,200	83.0	90.0	84.0	90.0
	900	84.0	89.0	84.0	89.5
20	3,600	85.5	89.5	84.0	90.5
	1,800	85.5	90.5	86.5	91.5
	1,200	85.0	90.5	86.5	90.5
	900	85.5	90.0	86.5	90.5
25	3,600	87.0	90.0	84.0	90.5
	1,800	87.5	91.0	87.5	92.0
	1,200	86.5	91.0	86.5	91.0
	900	86.5	90.0	86.5	90.5
30	3,600	86.5	90.0	84.0	91.0
	1,800	88.5	91.5	88.5	92.0
	1,200	87.0	91.5	87.5	91.0
	900	86.5	91.5	86.5	92.5
40	3,600	88.5	90.0	96.5	91.5
	1,800	89.5	92.0	88.5	93.0
	1,200	88.0	92.0	88.5	92.0
	900	86.5	91.5	86.5	92.5
50	3,600	88.5	92.0	88.5	92.0
	1,800	90.0	93.6	90.0	93.0
	1,200	88.5	92.0	89.5	92.0
	900	88.5	91.0	78.0	92.0
60	3,600	89.5	92.0	88.5	92.5
	1,800	90.0	93.5	90.0	94.0
	1,200	90.0	93.0	90.0	93.0
	900	89.5	92.0	90.0	92.5

TABLE 16175-B
MINIMUM FULL LOAD EFFICIENCIES FOR HORIZONTAL MOTORS

	OPEN MOTORS		TOTALLY ENCLOSED MOTORS		
			Normal	High/Normal	High
	Nominal	(Standard)	(Premium)	(Standard)	(Premium)
HP	rpm	Efficiency	Efficiency	Efficiency	Efficiency
75	3,600	90.0	93.0	88.5	92.0
	1,800	90.0	94.0	90.0	93.0
	1,200	90.0	93.5	90.0	93.0
	900	90.0	93.5	90.0	93.0
100	3,600	90.0	93.5	89.5	93.0
	1,800	90.0	94.0	90.0	94.5
	1,200	90.0	93.5	90.0	93.5
	900	90.0	94.0	90.0	93.0
125	3,600	90.0	93.5	90.0	93.5
	1,800	91.0	94.0	90.0	94.5
	1,200	91.0	93.5	91.0	94.0
	900	90.0	94.0	91.5	93.5
150	3,600	91.0	93.5	91.5	93.5
	1,800	91.5	95.0	93.0	95.0
	1,200	91.5	94.5	93.0	94.5
	900	91.0	94.0	92.0	93.5
200	3,600	91.5	94.0	93.0	94.5
	1,800	91.5	95.0	93.0	95.0
	1,200	92.0	94.5	93.0	94.5
	900	92.0	93.0	94.0	
250	3,600	92.0	94.0	93.0	94.5
	1,800	93.0	95.0	93.5	94.5
	1,200	91.5	94.5	94.0	94.5
	900	93.0			
300	3,600	93.0	95.0	94.0	95.0
	1,800	93.0	95.5	94.0	95.0
	1,200	93.0	94.5		
350	3,600	93.5	95.0	95.0	95.0
	1,800	94.5	95.5	94.5	95.0
	1,200	94.0			
	900	94.0			

TABLE 16175-B
MINIMUM FULL LOAD EFFICIENCIES FOR HORIZONTAL MOTORS

	OPEN MOTORS		TOTALLY ENCLOSED MOTORS		
HP	Nominal rpm	(Standard) Efficiency	Normal (Premium) Efficiency	High/Normal (Standard) Efficiency	High (Premium) Efficiency
400	3,600	94.0	95.5	95.0	
	1,800	94.0	95.5		
	1,200	93.0	94.5		
	900				
450	3,600	94.5			
	1,800	93.5			
	1,200				
	900				

MOTOR DATA SHEET

Quantity: Efficiency (Standard or High):

Horsepower: Efficiency* Value:

*Nominal (average) efficiency for standard efficiency motors or guaranteed minimum efficiency for high (premium) motors.

Frame Number:

Enclosure Material:

Enclosure:

Volts/Phase/Hertz:

Service Factor:

Insulation Class;

Temp Rise Class (rated service factor using resistance):

NEMA Design Letter:

Respond to the Following with Yes, No or Not Applicable (N/A)

1. Motor is designed, labeled and tested in accordance with the latest standards of NEMA, IEEE and ANSI

2. Motor efficiency has been determined in accordance with NEMA standard MG 1-12.53a and IEEE-112, Test Method B

3. Lifting Lugs are provided

4. Motor is capable of autotransformer reduced voltage starting

5. Motor is designed for the following conditions:

    a. Altitude below 3,300 feet.
    b. Ambient temperature of 40° C
    c. Voltage variation (each phase) plus or minus 10 percent (±10%) of nameplate values

d. Frequency variation (each phase) plus or minus five percent (±5%) of nameplate values

e. The arithmetic sum of the absolute value of the voltage and frequency variations equal to or less than 10 percent (≤10%).

6. Motors do not exceed the nameplate horsepower at any point within the driven equipment's operating range.

7. Stator winding, end coils and rotor windings (wound rotor motors) will receive the specified number of coats of 100 percent (100%) solid solventless epoxy.

8. Epoxy shall be applied using vacuum and pressure Impregnation (VPI).

9. Stator, rotor, exciter and line loads shall be coated with fungicidal varnish or paint.

10. Motor complies with all criteria specified in paragraph 2.02, B except as follows:

    a. Exceptions:

11. Motor complies with all criteria specified in paragraph 2.02, C except as follows:

    a. Exceptions:

12. Motor shall be shop (primed or finished) (circle one) in accordance with specification Section 09900.

13. Motor meets or exceeds the applicable efficiency value listed in Table 16175-A or 16175-B

END OF SECTION

SECTION 16178

VARIABLE FREQUENCY DRIVES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of furnishing all labor, material and equipment and performing all operations necessary for installation of the completed Variable Frequency Drive Pumping System ready for use as specified and shown on the Drawings. Omission of a specific item, obviously necessary for the proper functioning of the equipment, shall not relieve the Contractor of the responsibility of furnishing and installing the item as a part of the Contract.

1.02 QUALITY ASSURANCE

A. Codes and Standards. All work shall be performed in accordance with the following:

1. Institute Electrical and Electronics Engineers (IEEE Ltd. 446-1974).

2. National Electrical Manufacturer's Association (MG-1-1978).

3. American Nation Standards Institute (ANSI).

B. Available Manufacturers. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, and are limited to, the following:

1. Toshiba, no equal.

1.03 REFERENCES

A. ANSI®/NFPA® 70 - National Electrical Code® (NEC®).

B. CSA® C22.2 No. 14-M91 - Industrial Control Equipment.

C. IEC 61000 - Electromagnetic Compatibility.

D. NEMA 250 Enclosures for Electrical Equipment.

E. NEMA ICS7 - Industrial Control and Systems Adjustable Speed Drives.

F. NEMA ICS 7.1 - Safety Standards for Construction and Guide for Selection Installation and Operation of Adjustable Speed Drives.

G. UL® 50 – Enclosures for Electrical Equipment.

H. UL 98 – Disconnect Switches.

I. UL 507 – Electric Fans.

J. UL 508 – Industrial Control Equipment.

K. UL 508C – Power Conversion Equipment.

L. UL 991 – Safety Tests for Safety Related Controls employing Solid State Devices.

M. OSHA® 1910.95 – AC Drive Controller Acoustical Noise.

1.04 SUBMITTALS

A. Six (6) copies of approval drawings shall be furnished for Engineer's approval prior to factory assembly of the AC Drives. These drawings shall consist of elementary power and control wiring diagrams and enclosure outline drawings. The enclosure drawings shall include front and side views of the enclosures with overall dimensions and weights shown, conduit entrance locations and nameplate legends.

B. Standard catalog sheets showing voltage, horsepower, maximum current ratings and recommended replacement parts with part numbers shall be furnished for each different horsepower rated AC Drive shall be provided.

C. A harmonic distortion analysis shall be performed by the manufacturer based upon documentation supplied by the contractor. The engineering documentation shall consist of one-line diagrams, utility short circuit information, distribution transformer information (kVA, %Z, and X/R ratio) and emergency standby generator (kW and subtransient reactance) data if applicable. The harmonic distortion analysis report shall be part of the approval drawing process, submitted to the engineer for approval.

1.05 WARRANTY

A. An 18-month parts warranty shall be provided on materials and workmanship from the date of invoice from an authorized distributor.

1.06 QUALITY ASSURANCE

A. The manufacturer of the AC Drive shall be a certified ISO 9001 facility.

B. The AC Drive and all associated optional equipment shall be UL Listed according to UL508C Power Conversion Equipment. A UL label shall be attached inside each enclosure as verification.

C. The AC Drive shall be designed constructed and tested in accordance with UL, CSA, NEMA and NEC standards.

D. Every power converter shall be quality assurance tested with an AC induction motor under load conditions and subjected to a hi-pot test with all enclosed devices mounted and wired, prior to shipment.

E. Quality Assurance documentation shall be furnished to verify successful completion upon written request of the engineer.

PART 2 – PRODUCT

2.01 MANUFACTURERS

A. The AC Drive shall be provided by Toshiba or prior approved equal. Substitutions must be submitted in writing three (3) weeks prior to original bid date with supporting documentation demonstrating that the alternative manufacturer meets all aspects of the specifications herein.

B. Alternate control techniques other than pulse width modulated (PWM) are not acceptable.

2.02 GENERAL DESCRIPTION

A. The AC Drive shall convert the input AC mains power to an adjustable frequency and voltage as defined below and indicated on the drawings or motor control schedules.

1. For AC Drives rated up to 500 horsepower, the AC Drive manufacturer shall use a 6-Pulse bridge rectifier design [with line reactors, isolation transformers or harmonic suppressors for effective harmonic mitigation]. The diode rectifiers shall convert fixed voltage and frequency, AC line power to fixed DC voltage. The power section shall be insensitive to phase rotation of the AC line.

B. The output power section shall change fixed DC voltage to adjustable frequency AC voltage. This section shall use insulated gate bipolar transistors (IGBT) or intelligent power modules (IPM) as required by the current rating of the motor.

2.03 CONSTRUCTION

A. The AC Drive shall be mounted in a [Type 1, Type 12/12K] enclosure with an external operated disconnect device.

B. A mechanical interlock shall prevent an operator from opening the AC Drive door when the disconnect is in the on position. Another mechanical interlock shall prevent an operator from placing the disconnect in the on position while the AC Drive door is open. It shall be possible for authorized personnel to defeat these interlocks.

C. Provisions shall be provided for locking all disconnects in the off position with up to three padlocks.

D. Provisions shall be made for accepting a padlock to lock the enclosure door.

2.04 SEISMIC QUALIFICATION

A. Seismic ratings and qualification shall be provided for all wall and floor mount enclosures.

B. The seismic ratings shall meet 2003 IBC (International Building Code), NFPA 5000, 2001 CBC (Canadian Building Code), 1997 UBC (Uniform Building Code), 1999 NBC (BOCA National Building Code), 1999 SBC (Standard Building Code) and ASCE 7 (American Society of Civil Engineers).

C. Mode code compliance testing shall be in accordance with ICC ES AC156 acceptance criteria test protocol with an importance factor of 1.5.

D. All anchorage, lateral bracing and mounting guidelines shall utilize SAE Grade 5 hardware bolts and washers.

E. The manufacturer shall exhibit a seismic qualification label on the located on the equipment stating compliance to these requirements.

2.05 MOTOR DATA

A. The AC Drive shall be sized to operate the following AC motors defined to match load schedules and type of connection used between motor and load such as direct or through a power-transmission connection:

1. Motor Horsepower rating(s) – See motor control schedules.

2. Motor full load ampere ratings coordinated to NEC2005 Table 430-250.

3. Motor RPM [3600, 1800, 1200] at 60 Hertz.

4. Motor utilization voltage [208, 230, 460 VAC].

5. Motor service factor [1.0, 1.15, 1.25].

2.06 APPLICATION DATA

A. The AC Drive shall be sized to operate a [Variable Torque, Constant Torque] load.

B. The speed range shall be from a minimum speed of 0.1Hertz to a maximum speed of [60, 500] Hertz.

2.07 ENVIRONMENTAL RATINGS

A. The AC Drive shall meet IEC 60664-1 and NEMA ICS-1 Annex A standards.

B. The AC Drive shall be designed to operate in an ambient temperature from -10 to + 40 °C (+14 to +104 °F).

C. The storage temperature range shall be -25 to +65 °C (-13 to +149 °F).

D. The maximum relative humidity shall be 95 percent (95%) at 40 °C non-condensing or dripping water conforming to IEC 60068-2-3.

E. The AC Drive shall be rated to operate at altitudes less than or equal to 3,300 feet (1000 meters) without derating. For altitudes above 3,300 feet, de-rating factors shall apply by the manufacturer.

F. The AC Drive shall conform to IEC 600721-3-3-3M3 amplitude for Operational Vibration Specifications.

2.08 RATINGS

A. The AC Drive shall be designed to operate from an input voltage of and [208, 230, 460VAC] plus or minus 10 percent (±10%).

B. The AC Drive shall operate from an input voltage frequency range of 57 to 63 Hertz.

C. The displacement power factor shall not be less than 0.95 lagging under any speed or load condition.

D. The efficiency of the AC Drive at 100 percent (100%) speed and load shall not be less than 96 percent.

E. The [constant, variable] torque rated AC Drive overcurrent capacity shall be [150 percent (150%), 110 percent (110%)] for one (1) minute.

F. The output carrier frequency of the AC Drive shall be randomly modulated depending on Drive rating for low noise operation. No AC Drive with an operable carrier frequency above 10 kHz shall be allowed.

G. The output frequency shall be from 0.1 to 500 Hertz.

H. The AC Drive will be able to develop rated motor torque at 0.5 Hertz (60 Hertz base) in a sensorless flux vector (SVC) mode using a standard induction motor without an encoder feedback signal.

2.09 PROTECTION

A. Upon power-up shall automatically test for valid operation of memory, option module, loss of analog reference input, loss of communication, dynamic brake failure, DC to DC power supply, control power and the pre-charge circuit.

B. UL 508C listed for use on distribution systems with 100,000A available fault current. The AC Drive shall have a coordinated short circuit rating designed to UL 508C and listed on the nameplate.

C. Protection against short circuits, between output phases and ground; and the logic and analog outputs.

D. Minimum AC undervoltage power loss ride-through of 200 milliseconds. The AC Drive shall have the user-defined option of frequency fold-back to allow motor torque production to continue to increase the duration of the powerloss ride-through.

E. Selectable ride through function that will allow the logic to maintain control for a minimum of one (1) second without faulting.

F. For a fault condition other than a ground fault, short circuit or internal fault, an auto restart function will provide programmable restart attempts. The programmable time delay before restart attempts shall be unlimited.

G. Deceleration mode programmable for normal and fault conditions. The stop modes shall include free-wheel stop, fast stop and DC injection braking.

H. Upon loss of the analog process follower reference signal, shall fault and/or operate at a user-defined speed set between software programmed low-speed and high-speed settings.

I. Solid state I2t protection that is UL Listed and meets UL 508C as a Class 10 overload protection and meets IEC 60947. The minimum adjustment range shall be from 20 to 150 percent (20-150%) of the nominal output current rating of the AC Drive.

J. Thermal switch with a user selectable pre-alarm that will provide a minimum of 60 seconds delay before overtemperature fault.

K. Use bonded fin heatsink construction for maximum heat transfer.

L. Fold-back function that will automatically anticipate a controller overload condition and fold back the frequency to avoid a fault condition.

M. The output frequency shall be software enabled to fold back when the motor is overloaded.

N. There shall be three skip frequency ranges with hysteresis adjustment that can each be programmed independently, back to back or overlapping.

2.10 ADJUSTMENTS AND CONFIGURATIONS

A. The AC Drive shall self-configure to the main operating supply voltage and frequency. No operator adjustments will be required.

B. Upon power-up, automatically send a signal to the connected motor. The stator resistance data will be measured at rated current. The AC Drive will automatically optimize the operating characteristics according to the stored data.

C. The AC Drive will be factory pre-set to operate most common applications.

D. A choice of four types of acceleration and deceleration ramps will be available in the AC Drive software; linear, S curve, U curve and custom.

E. The acceleration and deceleration ramp times shall be adjustable from 0.01 to 9,000 seconds.

F. The volts per frequency ratios shall be user selectable to meet variable torque loads, normal and high-torque machine applications.

G. The memory shall retain and record run status and fault type of the past eight faults.

H. Slip compensation shall be adjustable from 0 to 150 percent (0-150%).

I. The software shall have an "Energy Saving" function that will reduce the voltage to the motor when selected for variable torque loads. A constant volts/Hertz ratio will be maintained during acceleration. The output voltage will then automatically adjust to meet the torque requirement of the load.

J. The AC Drive shall offer programmable DC injection braking that will brake the AC motor by injecting DC current and creating a stationary magnetic pole in the stator. The level of current will be adjustable between 10 and 110 percent (10-110%) of rated current and available from 0.1 to 30 seconds continuously. For continuous operation after 30 seconds, the current shall be automatically reduced to 50 percent (50%) of the nameplate current of the motor.

K. Sequencing logic will coordinate the engage and release thresholds and time delays for the sequencing of the AC Drive output, mechanical actuation and DC injection braking in order to accomplish smooth starting and stopping of a mechanical process.

2.11 GRAPHIC TERMINAL DISPLAY INTERFACE

A. The graphic display terminal will provide eight (8) lines of 240 by 160 pixels in plain English to control, adjust and configure the AC Drive. All electrical values, bar charts, configuration parameters, I/O assignments, application and activity function access, faults, local control, adjustment storage, self-test and diagnostics. There will be a standard selection of six additional languages built-in to the operating software as standard.

B. The AC Drive model number, torque type, software revision number, horsepower, output current, motor frequency and motor voltage shall all be listed on the drive identification display as viewed on the graphic display terminal.

C. As a minimum the selectable outputs shall consist of speed reference, output frequency, output current, motor torque, output power, output voltage, line

voltage, DC voltage, motor thermal state, drive thermal state, elapsed time, motor speed, machine speed reference and machine speed.

D. The graphic display terminal will consist of programmable function keys. The functions will allow both operating commands and programming options to be preset by the operator. A hardware selector switch will allow the graphic display terminal to be locked out from unauthorized personnel.

E. The graphic display terminal will offer a simply smart to advanced user menu consisting of parameter setting, I/O map, fault history, and drive configuration. A software lock will limit access to the main menu.

F. The navigation wheel will provide the ability to scroll through menus and screens, select or activate functions or increase the value of a selected parameter.

G. An escape key will allow a parameter to return the existing value if adjustment is not required and the value is displayed. The escape function will also return to a previous menu display.

H. A RUN key and a STOP key will command a normal starting and stopping as programmed when the AC Drive is in keypad control mode. The STOP key must be active in all control modes.

I. A user interface shall be available that is a WINDOWS® based personal computer, serial communication link or detachable graphic terminal display.

J. The keypad and all door mounted controls must be [Type 1, Type 12] rated.

2.12 CONTROL

A. External pilot devices shall be able to be connected to a terminal strip for starting/stopping the AC Drive, speed control and displaying operating status. All control inputs and outputs will be software assignable.

B. Two (2)-wire or three (3)-wire control strategy shall be defined within the software. Two (2)-wire control allows automatic restart of the AC Drive without operator intervention after a fault or loss of power. Three (3)-wire control requires operator intervention to restart the AC Drive after a fault or loss of power.

C. The control power for the digital inputs and outputs [24Vdc, 120VAC].

D. The internal power supply incorporates an automatic current fold-back that protects the internal power supply if incorrectly connected or shorted. The transistor logic outputs will be current limited and not be damaged if shorted or excess current is pulled.

E. All logic connections shall be furnished on pull apart terminal strips.

F. There will be (2) two software assignable analog inputs with interference filtering. The analog inputs will be software selectable and consisting of user defined configurations: x-y mA or x-y V.

G. There will be five software assignable logic inputs that will be selected and assigned in the software. The selection of assignments shall consist of forward, reverse, jog, plus/minus speed [two (2) inputs required], setpoint memory, preset speeds [up to eight (8) inputs], auto/manual control, controlled stop, terminal or keypad control, output contactor [two (2) inputs required], motor switching, and fault reset.

H. There will be two (2) software assignable analog outputs with interference filtering. The analog outputs can be selected and assigned in the software. The analog output assignments shall be proportional to the following motor characteristics: frequency, current, power torque, voltage and thermal state. The output signal will be user defined configurations: x-y mA or x-y V.

I. Two (2) voltage-free Form C relay output contacts will be provided. One of the contacts will indicate AC Drive fault status. The other contact will be user assignable.

J. There shall be a hardware input/output extension module that also provides interlocking and sequencing capabilities. The module shall be fully isolated and housed in a finger-safe enclosure with pull apart terminal strips. The module will add four (4) logic inputs, two (2) analog inputs, two relay outputs, and one (1) analog output. All of the I/O will be user assignable in the software as previously defined.

K. The combination enclosure shall have the following 22mm door-mounted operators:

1. Power on pilot light (red).

2. Drive run pilot light (green).

3. Drive fault pilot light (yellow).

4. Hand-Off-Auto selector switch.

5. Manual speed potentiometer.

2.13 DRIVE ISOLATION/BYPASS CONTACTORS

A. The AC Drive shall include mechanically and electrically interlocked isolation and bypass contactors complete with a Class 20 thermal overload relay, circuit breaker disconnect, control circuit transformer and AFC/OFF/BYPASS switch.

B. The operator shall have full control of the bypass starter by operation of the AFC/OFF/BYPASS selector switch.

C. In the AUTOMATIC mode of operation the bypass contactors shall be sequenced by the 120-volt rated auto start contact provided by the user.

D. The isolation contactor for the bypass shall be sequenced to provide motor isolation during a drive ready state of operation.

E. A [Soft Start bypass, RVAT, Isolation & Transfer] shall be provided for 50hp and above as indicated on the contract drawings for the emergency bypass mode.

PART 3 – EXECUTION

3.01 INSPECTION

A. Verify that the location is ready to receive work and the dimensions are as indicated.

B. Do not install AC Drive equipment until the building environment can be maintained within the service conditions required by the manufacturer.

3.02 PROTECTION

A. Before and during the installation, the AC Drive equipment shall be protected from site contaminants.

3.03 INSTALLATION

A. Installation shall comply with manufacturer's instructions, drawings and recommendations.

B. The AC Drive manufacturer shall provide an certified technical service representative to supervise the contractor's installation, testing and start-up of the AC Drive(s) furnished under this specification for a maximum total of [1,2,3] days. The start-up service shall be quoted as a separate line item.

3.04 TRAINING

A. An on-site training course of [1,2] training days shall be provided by an authorized representative of the AC Drive manufacturer plant and/or maintenance personnel and quoted as a separate line item.

END OF SECTION

SECTION 16390

GROUNDING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of grounding work is indicated by drawings and schedules.

B. Application of grounding work in this section includes the following:

1. Underground Metal Piping.

2. Metal Building Frames.

3. Grounding Electrodes.

4. Separately Derived Systems.

5. Service Equipment.

6. Enclosures.

7. Equipment.

C. Requirements of this section apply to electrical grounding work specified elsewhere in these specifications.

D. Conductors. Copper cable; strand dia. 0.045 feet (0.045'); 14 strands.

E. Ground Rods. Solid copper five-eighths inch (5/8") dia. x 10 feet (10').

PART 2 – INSTALLATION

2.10 GENERAL

A. Install electrical grounding systems where shown, in accordance with applicable portion of NEC, with NECA's "Standard of Installation", and in accordance with recognized industry practices to ensure that products comply with requirements and serve intended functions.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16501

INTERIOR LIGHTING FIXTURES

PART 1 – GENERAL

1.01 GENERAL

A. Provide lighting fixtures, of sizes, types and ratings indicated, complete with, but not necessarily limited to, housings, lamps holders, reflectors, ballasts, starters and wiring.

PART 2 – PRODUCTS

2.01 PRODUCTS

A. Provide fixtures as listed on the fixture schedule, of specification grade and to include energy saving lamps and ballasts, whether specifically identified or not. All interior hid fixtures to include quartz restrike lamp, 200-watt minimum, with relay circuit to enable/disable that lamp on hid lamp operation. Approval of unnamed fixtures/manufacturers is strictly the decision of the Engineer.

PART 3 – INSTALLATION

3.01 INSTALLATION

A. Install interior lighting fixtures at locations and heights as indicated in accordance with fixture manufacturer's written instruction, applicable requirements of NEC, NECA's "Standard of Installation", NEMA standards, and with recognized industry practices to ensure that lighting fixtures fulfill requirements.

END OF SECTION

SECTION 16550

EXTERIOR BUILDING LIGHTING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of exterior lighting fixture work is indicated by drawing and schedules.

B. Type of exterior lighting fixtures in this section includes the following:

1. High Intensity Discharge (HID).

2. High Pressure Sodium.

C. Applications of exterior lighting fixture required for protect include the following:

1. Outdoor Area Lighting.

1.02 SUBMITTALS

A. Product Data. Submit manufacturer's data on exterior lighting fixtures.

PART 2 – PRODUCTS

A. Manufacturers. Subject to compliance with requirements, provide products of one of the following for each type of exterior lighting fixture:

1. Crouse-Hinds Co.

2. General Electric Co.

3. McGraw-Edison Co.

PART 3 – INSTALLATION

A. Refer to light fixture schedules and details on plans for each type of fixture for mounting location, elevation, and specific mounting/ wiring requirements. Refer to architectural and structural details for available surfaces, structures and elevations. Coordinate exact location of tank mounted fixtures with Owner's representative prior to rough in.

B. Pole fixtures to be mounted straight, square, and vertical. Provide bases as required, Provide driven ground rod, five-eighths inches by eight feet (5/8" x 8') for each grade

mounted fixture pole. Concrete pole finishes to be smooth without pockets or holidays.

END OF SECTION

SECTION 16670

LIGHTNING PROTECTION SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION

A. A Lightning Protection System shall be provided and installed on the structure even though not shown on drawings, by experienced installers in compliance with provisions of Code for Lightning Protection Systems as adopted by the National Fire Protection Association and Lightning Protection Institute. All equipment to that result shall be included whether or not specifically called for herein Installers shall be LPI (Lightning Protection Institute) certified, Master and Journeyman in accordance with LPI Standards or of equal qualifications as approved by Engineer. A LPI label for the system shall be required.

B. Material shall comply in weight, size and composition with the requirements of the Lightning Protection Institute and the National Fire Protection Code relating to this type of installation, and shall be LPI Labeled.

C. All materials, where available by any one manufacturer, shall be cast. All bolts shall have hexagonal heads; no screw heads will be permitted.

PART 2 – SUBMITTALS

A. Shop Drawings: Shop drawings shall be submitted before work is done. Drawings shall include full layout of cabling and points, and connections.

B. Product Data: Product Data shall be submitted on all equipment to show compliance with this section of the specifications and shall include manufacturer's written recommendations for installation.

PART 3 – AIR TERMINALS

A. Air Terminals shall be aluminum as required to match roof conductors, and shall have proper base support for surface on which they are attached, and shall be securely anchored to this surface. Terminals shall project a minimum of 10 inches (10") above top of object to which attached.

PART 4 – CONDUCTORS

A. Roof conductors shall consist of aluminum complying with the weight and construction requirements of the Code, and shall be coursed to interconnect with air terminals, and in general, provide a two-way minimum path to ground. The angle of any turn shall not exceed 90 degrees, and shall provide approximately horizontal or downward degrees, and shall provide an approximately horizontal or downward course. Down conductors shall be copper, and shall be provided where shown installed in PVC conduit and concealed within the structure. Radius of bends shall not be less than eight inches (8"). Roof conductor material shall match and/or be compatible with roof flashing material.

PART 5 – FASTENERS

A. Conductor fasteners shall be of the same material as the conductor, having ample strength to support conductor. Where fasteners are to be mounted in masonry or structural work, they shall be furnished to the Masonry or Structural Contractor so they may be installed during construction of the project.

PART 6 – GROUND CONNECTIONS

A. Ground connections shall be made in accordance with requirements of all appliance codes. Ground rods shall be placed in a minimum of two feet (2') from building foundations. In addition to above artificial grounds, one down conductor of each two-path system shall be connected to water piping system with approved water pipe type strap connector. All ground rods shall be two and one-half inches by 30 foot (2-1/2" x 30') copper-weld type.

PART 7 – INSTALLATION

A. Installation shall be made in an inconspicuous manner with conductors coursed to conceal equipment as much as possible. Down conductors shall be concealed within structure, and shall be run in one inch (1") PVC conduit. All metallic equipment within structure, and shall be run in one inch (1") PVC conduit. All metallic equipment within six feet (6') of any lightning conductor shall be bonded to conductor. System shall also be tied to the main service electrical ground.

PART 8 – EQUIPMENT

A. Equipment shall be as manufactured by Thompson Lightning Protection Inc. Independent Protection Company Inc., Heary Bros. Lightning Protection (premium lines) or equal.

END OF SECTION

SECTION 16950

TEST AND PERFORMANCE VERIFICATION

PART 1 – GENERAL

1.01 GENERAL

A. The foregoing "General Requirements", form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

B. Operate system for a three (3)-day period. Do performance verification work as required to show that the System is operating correctly in accordance with design. Supply instruments required to read data. Adjust System to operate at the required performance levels. Tabulate data for submission. Submit data on eight and one-half inch by 11 inch (8-1/2" x 11") sheets with time and name of checker with one copy for each brochure. Where specific performance verification information is called for in the specifications use copies of the sheets provided for recording readings. Data shall be submitted and approved before Check-Out Memos are signed or a request for final inspection is made.

C. At completion of construction after all performance verification information is called for in the specifications, use copies of the sheets provided for recording readings. Data shall be submitted and approved before Instruction to Owner or a request for final inspection.

1.02 TESTS

A. System:

1. After wires or cables are in place, but before being connected to devices and equipment, the system shall be tested for shorts, opens, intentional and unintentional grounds by means of an approved type of constant "megger".

2. All wires in conduit that are shorted or unintentionally grounded shall be replaced.

3. Take readings of voltage and amperage at main switch for each new panel, and at the end of the longest branch circuit at each panel. The above readings shall be taken (1) "no-load" conditions and (2) at" full-load" conditions with all equipment using electricity.

B. Motors:

1 First run each motor, submit five (5) copies of the Test Information at least two (2) weeks before request for final inspection. See form at the end of this Section.

2. With the system energized, line-to-line voltage and line current measurements shall be made at the motors under full load conditions. Should measured values deviate more than 10 percent (+10%) from the nameplate ratings, the condition shall be corrected. Notify the Engineer immediately should deviations occur.

3. Test the insulation resistances of all motor windings to ground with a "megger" before applying line voltage to the motors. If these values are less than one (1) megohm the contractor furnishing the motor shall be responsible for correcting the error.

4. Check power factor of all motors at full load.

C. Grounds:

1. The resistance between ground and absolute earth shall not exceed 25 ohms and shall be measured by the Electrical Contractor before equipment is placed in operation. Testing shall be performed on all ground rod installations. Testing shall be a three (3) point method in accordance with IEEE recommended practice.

D. Transformers:

1. Tests: Transformer shall be tested and results shall be submitted to the Engineer. The test shall include ratio, polarity, no-loss, load loss, resistance measurements, impedance, temperature, impulse strength in liquid-filled transformers, sound level and exciting current and low-frequency dielectric strength. A certified copy of the temperature, impedance and sound level tests performed previously on a transformer which is a duplicate electrically will be accepted in lieu of temperature, impedance and sound level tests. Minimum impedance shall be 5.00 percent (5.00%). All test results shall show comparative data to prove tests equal or greater than ANSI and NEMA Standards.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM No.1
APRIL 17, 2017

ITB 17-13
GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 13, 2017 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. CLARIFICATIONS

1. Contractor to review Additional Minimum Qualification requirements outlined in Section 6 – Special Conditions of bid documents and included below for reference.

   "Contractor must have successfully completed at least 5 projects similar in size at water and/or wastewater facilities within the last 5 years that have included mechanical, electrical, and instrumentation."

2. The existing light pole in front of proposed pump building to be relocated approximately 20 ft. north.

3. Specification 01300 Location Scope and Special Requirements, the following paragraph is added:
   1.31 The Contractor's forces shall be required to "hand dig" and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of 24 hours in advance of the pipe laying operation. City forces and other utilities will mark the approximate location of their utilities when contacted. City crews will not be responsible for "hand digging" the location of City services. Separate lump sum payment shall be made for this work. Any utilities found in conflict with the work and not shown on the drawings shall be brought to the attention of the Engineer immediately. As required with the field locates and exposed utilities pay item, the Contractor shall submit a sketch of their proposed solution to the conflict for review and approval by Engineer.

B. QUESTIONS

1. We would like to request that "Yaskawa by ICON Technologies" brand Variable Frequency Drives be added to specification 16178, section 1.02.B.
   We can meet the spec without exception. Yaskawa is the world's largest manufacturer of VFDs, has the highest product quality statistic of over 28 years mean time between failure, and as of recently the largest VFD manufacturer in the US. These drive units would be made in America. Icon Technologies is an Authorized Service provider and we have technicians under 100 miles from the City. Icon Technologies is also a state registered WMBE.
   Answer: The City has standardized on Toshiba VFD equipment. Therefore, they have been listed as the sole provider.

2. What is the Engineer/Project/Budget Estimate?
   Answer: $1,200,000.00.

3. What is the "Site Location Address?
   Answer: 4400 Wellfield Dr, Port Orange, FL 32129.

4. How many days for Substantial Completion?
   Answer: 270 days.

5. How many days for Final Completion?
   Answer: 270 days + 30 for Final.

6. Are there any bidding requirements such as Davis-Bacon Wages?
   Answer: No, this project is funded by City money.

7. Does the local preference policy apply to this solicitation?
   Answer: Yes.

8. Is the City doing any direct purchase of equipment or materials for this project?
   Answer: No everything is purchased through the contractor.

9. The solicitation calls for no substitutions, does that include the vertical turbines and pumps?
   Answer: Yes.

10. As far as the work itself goes, we're switching out some valves. Is there any bypass pumping that we need to be concerned about?
    Answer: No bypass pumping is required. However, the WTP is a continually operating facility and will require phasing of construction. There are certain items noted that must be installed in sequence and receive full operation prior to replacing the second set of equipment. Also, critical activities such as taking the ground storage tank offline will require coordination with City Operations and specific time frames to be maintained.

11. Pg.3 of the bid documents requires one original bid and one identical CD or flash drive to be turned into the Clerk's office. Can the CD or flash drive be turned in by 5 p.m. on the same day? Having a computer at the bid location, making all the changes up to 2:30 p.m. prior on a flash drive or CD is not a simple additional task.
    Answer: All required bid documents must be handed in at the same time in a sealed envelope as indicated in section 2 "Instruction to bidders" of ITB #17-13.

12. Rexel Automation is the instrumentation/controls integrator on this project. Can a local contact with a phone number for Rexel be provided?
    Answer: local contact for Rexel is Ken Jackson, 585 Distribution Drive, Suite 3, Melbourne, FL 32904, Cell: (386) 527-4122, Email: Kenneth.jackson@RexelUSA.com\

13. Per spec 15100-2.01, are the Ductile iron pipe & fittings to be USA domestic only?
    Answer: The domestic only requirement is waived for this project. Approved manufacturer list for fittings, valves, and restraints are attached to this addendum.

14. Are the Toshiba VFDs, per spec 16178, to be provided by the pump supplier, electrician, Rexel, or just GC?
    Answer: VFDs may be supplied by any of these vendors or contractors, typically this equipment is in the electrical subcontractor's scope of supply.

15. Please provide the specification section for Hand Locate and Expose Existing Utilities as referenced in the Measurement and Payment Section as Section 01 30 00, or confirm where it can be found.
    Answer: See addition to Specification 01300 above.

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. # 1

City of Port Orange Public Utilities Department
List of Approved Products

Potable Water **12/08**

Fire Hydrant (5 ¼" Barrel)

MANUFACTURER	MODEL #
Mueller	A423 Super Centurion 250
American AVK Co.	Series #2780
American Darling	5 ¼" B-84-B5
Clow	Medallion # F-2545 SS

Air Release Valves

MANUFACTURER	MODEL #
Val-Matic	Series 38

Gate Valves and Tapping Valves – Resilient Seated (AWWA C509 and C515) 24" or Smaller (Valve wedge to be complete enclosed with EPDM rubber)

MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Clow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500

City of Port Orange Public Utilities Department
List of Approved Products

Potable Water **12/08**

Joints Restrained – DIP and PVC

MANUFACTURER	MODEL #
EBBA Iron Inc.	Series 1100/1500/1600 2000/2500/2800
Star Pipe	Stargrip Series 1000/1100/1200 3000/ 4000
Sigma	One-Lock SLD; One-Lock SLC; PV-Lok for PVC
Smith-Blair	Cam-Lock (111 & 120) ; Bell-Lock (115 & 165)

Water Service Materials

Polyethylene Tubing – (Blue with UV Protection (SDR-9) 1" & 2" only)

MANUFACTURER	MODEL #
Endot Endopure	Endotrace w/#10 Copperhead Tracer Wire

Corporation Stop 1"

MANUFACTURER	MODEL #
Ford	F-1100-4

Curb Stop – Straight Ball Meter Valve w/ Barrel Locks

MANUFACTURER	MODEL #
Ford	B-94-324W (Single Service) B-91-223W (Double Service)

"U" Branch (1" x ¾")

MANUFACTURER	MODEL #
Ford	U-48-43-6.5

	STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS	FILE NAME W3.DOC DETAIL REF: W-3

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQURES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-13
ITB TITLE: Garsney Water Plant Filter Backwash Sludge Plants
OPENING DATE/TIME: Friday, April 28, 2017 @ 2:30 PM

		Response 1	Response 2	Response 3	Response 4
	Submittal Required Forms (mark "yes" or "no")	**Carr & Collier of Leesburg, Florida**	**L7 Construction of Sanford, Florida**	**TLC Diversified Inc. of Palmetto, Florida**	
1	Form 7.1 Submittal Checklist	**YES**	**YES**	**YES**	
2	Form 7.2 Bidder's Acknowledgment	**YES**	**YES**	**YES**	
3	Form 7.3 Addendum & Change Order Acknowledgment	**YES**	**YES**	**YES**	
4	Form 7.4 Drug Free Preference Statement	**YES**	**YES**	**YES**	
5	Form 7.5 Statement on Public Entity Crimes	**YES**	**YES**	**YES**	
6	Form 7.6 Affidavit of Anti-Collusion	**YES**	**YES**	**YES**	
7	Form 7.7 Authorized Signatures/Negotiators	**YES**	**YES**	**YES**	
8	Form 7.8 Statement of Vendors Qualifications	**YES**	**YES**	**YES**	
9	Form 7.9 Professional References	**YES**	**YES**	**YES**	
10	Form 7.10 Listing of Subcontractors	**YES**	N/A	**YES**	
11	Form 7.11 Vendor Application Form & W-9	**YES**	**YES**	**YES**	
12	Form 7.12 Local Business Affidavit of Eligibility	**YES**	**YES**	**YES**	
13	Form 7.13 Certificate as to Corporate Principal	**YES**	**YES**	**YES**	
14	Form 7.14 Trench Safety Certification	**YES**	**YES**	**YES**	
15	Form 7.15 Certificate of Insurance for Public Liability and	N/A	**YES**	**YES**	
16	Form 7.16 Affidavit Regarding Workmen's Compensation	N/A	**YES**	**YES**	
17	Attachment 1-Bid Proposal	**YES**	**YES**	**YES**	
18	Bid Bond	**YES**	**YES**	**YES**	
19	Copy of FL Certified General Contractor Lic.	**YES**	**YES**	**YES**	
	1 Original, 1 Digital Copy	**YES**	**YES**	**YES**	
	Deemed Responsive?	**YES**	**YES**	**YES**	
	TOTAL BID	**$ 2,021,450.00**	**$ 1,773,307.00**	**$ 1,873,100.00**	**$ -**
	ALTERNATE BID TOTAL	**$ 34,000.00**	**$ 53,000.00**	**$ 109,000.00**	**$ -**

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Kelly Conard , Assistant Finance Director

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B7g) Rejection of all bids for ITB #17-20 for Pre-owned Yard Spotter Truck (Yard dog) for the Water Reclamation Facility

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION:

Move to reject all bids for ITB #17-20 purchase of a Pre-Owned Spotter Truck.

SUMMARY: The Public Utilities Department and the Public Works Fleet Maintenance Department requests City Council approval to reject all bids for ITB #17-20 purchase of Pre-Owned Spotter Truck.

The purpose of this request is to reject all bids received for ITB #17-20 in accordance with City Purchasing Policy Sec 2-264 and 265.

On March 22, 2017, the city advertised a bid request for a pre-owned yard spotter truck for the Reclaimed Water Plant. On April 26, 2017, purchasing received one bid. The bid was received from Kenworth of Jacksonville and was deemed non-responsive because they did not use properly fill out the bid forms.

This vehicle is used to move sludge trailers in and out of the dewatering area at the Reclaimed Water Plant. The vehicle does not leave the property and is used for short durations numerous times per day. It is the only vehicle to haul the trailers of sludge around the plant site. The current unit is a 1986 Ford that was purchased “pre-owned” for $5,000 by the City in 2004.

The current repair and maintenance costs indicate it is time for replacement. Bids will be re-advertised for this purchase.

Public Utilities and the Public Works Fleet Maintenance Department recommends City Council approval to reject all bids for ITB #17-20 purchase of a Pre-Owned Spotter Truck.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Department Justification	Public Utilities Department Memo - ITB 17-20 Yard

	Memo	Dog Bid Reject.pdf
2.	ITB # 17-20 Notice to Reject All Bids	ITB 17-20 Notice To Reject all Bids (05-15-17).pdf
3.	ITB 17-20 Bid Tab	Bid Tabulation.pdf
4.	ITB 17-20 Original Bid Specs	ITB 17-20 Pre-owned Yard Spotter - Orig bid doc.pdf
5.	ITB 17-20 Sign in sheet	Sign in sheet.pdf

Julia Wiggins	Created/Initiated - 05/23/2017
Julia Wiggins	Approved - 05/23/2017
Rick Wilson	Approved - 05/23/2017
Lynn Stevens	Approved - 06/01/2017
David Battaglia	Approved - 06/05/2017
James Tillman	Approved - 06/05/2017
Margaret Roberts	Approved - 06/05/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

City of Port Orange

Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director

THRU: Jeff Fontane, Fleet Manager

FROM: Julia Wiggins, Public Utilities Budget Analyst

DATE: June 1, 2017

SUBJECT: Pre-Owned Spotter Truck, ITB 17-20 – Rejection of All Bids

REQUEST:
The Public Utilities Department and the Public Works Fleet Maintenance Department requests City Council approval to reject all bids for ITB #17-20 purchase of Pre-Owned Spotter Truck.

PURPOSE:
The purpose of this request is to reject all bids received for ITB #17-20 in accordance with City Purchasing Policy Sec 2-264 and 265.

CONSIDERATION:
On March 22, 2017, the city advertised a bid request for a pre-owned yard spotter truck for the Reclaimed Water Plant. On April 26, 2017, purchasing received one bid. The bid was received from Kenworth of Jacksonville and deemed non-responsive because they did not use properly fill out the bid forms.

This vehicle is used to move sludge trailers in and out of the dewatering area at the Reclaimed Water Plant. The vehicle does not leave the property and is used for short durations numerous times per day. It is the only vehicle to haul the trailers of sludge around the plant site. The current unit is a 1986 Ford that was purchased “pre-owned” for $5,000 by the City in 2004.

The current repair and maintenance costs indicate it is time for replacement. Bids will be re-advertised for this purchase.

FUNDING:
There are sufficient funds in Account Number 505-1000-519-6400

RECOMMENTATION:

Public Utilities and the Public Works Fleet Maintenance Department recommends City Council approval to reject all bids for ITB #17-20 purchase of a Pre-Owned Spotter Truck.

ANTICIPATED SCHEDULE:

a.) Entry to Boardsync – June 1, 2017

ATTACHMENTS:

NOTICE OF REJECT ALL BIDS

ITB # 17-20

PURCHASE OF A PRE-OWNED SPOTTER TRUCK
May 15, 2017

On April 26, 2017 purchasing received one (1) bids for ITB #17-20 purchase of a pre-owned spotter truck. The vendor Kenworth of Jacksonville, Florida was deemed non-responsive as vendor did not fill in a bid amount. After review of the solicitation, City staff moved to reject this bid. The decision to reject this bid will be presented to City Council on June 20, 2017.

David Battaglia
Purchasing Agent

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQURES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-20
ITB TITLE: PRE-OWNED YARD SPOTTER TRUCK
OPENING DATE/TIME: April 26, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Kenworth of Jacksonville FL			
1	Form 7.1 Submittal Checklist	YES			
2	Form 7.2 Bidder's Acknowledgment	YES			
3	Form 7.3 Addendum & Change Order Acknowledgement	YES			
4	Form 7.4 Drug Free Preference Statement	YES			
5	Form 7.5 Statement on Public Entity Crimes	YES			
6	Form 7.6 Affidavit of Anti-Collusion	YES			
7	Form 7.7 Authorized Signatures/Negotiators	YES			
8	Form 7.8 Statement of Vendors Qualifications	YES			
9	Form 7.9 Professional References	YES			
10	Form 7.10 Listing of Subcontractors	YES			
11	Form 7.11 Vendor Application Form & W-9	YES			
12	Form 7.12 Local Business Affidavit of Eligibility	YES			
13	Attachment 1-Bid Proposal	YES			
	1 Original, 1 Digital Copy	YES			
	Deemed Responsive?	NO			
	TOTAL BID	**NO BID**	**$ -**	**$ -**	**$ -**
	ALTERNATE BID TOTAL	**NO BID**	**$ -**	**$ -**	**$ -**

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: Kelly Conard , Assistant Finance Director

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

PRE-OWNED YARD SPOTTER TRUCK

ITB #17-20

City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: March 22, 2017

Bid Due Date and Time: April 26, 2017 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers

ITB #17-20 PRE-OWNED YARD SPOTTER TRUCK

Notice is hereby given that the City of Port Orange is soliciting bids for the PRE-OWNED YARD SPOTTER TRUCK. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on April 26, 2017** 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 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at 10:00 A.M. (local time) on **April 5, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting

DESCRIPTION: The City of Port Orange is looking to purchase a pre-owned yard spotter truck to stage sludge trailers for collection at the reclaimed plant.

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 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia Dbattaglia@portorange.org and reference "Questions on ITB #17-20 PRE-OWNED YARD SPOTTER TRUCK" in the subject line. Last day for questions will be **APRIL 12, 2017 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

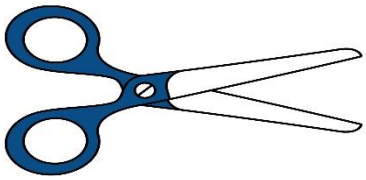
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **ITB #17-20 PRE-OWNED YARD SPOTTER TRUCK.**

David Battaglia Purchasing Agent
Legal Ad - One Time – March 22, 2017

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 #17-20**

BID TITLE: **PRE-OWNED YARD SPOTTER TRUCK**

DUE DATE/TIME: **April 26, 2017 at 2:30 P.M.**

SUBMITTED BY: _____

(Name of Company)

DELIVER TO:

City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of purchasing a pre-owned yard spotter truck to stage trailers for collection at the reclaimed water plant as described herein.

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 if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: .....March 22, 2017
Non-Mandatory Pre-Bid Conference .....April 5, 2017 at 10:00 A.M.
Deadline for Questions: ..... April 12, 2017 by 5:00 P.M.
Final Addendum Posting: ..... April 19, 2017 by 5:00 P.M.
Bids Due: .....April 26, 2017 by 2:30 P.M.
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: David Battaglia Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 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 Vendors 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 Vendor
d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure 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.

Vendors 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. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP 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.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project 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 Vendors are strongly encouraged to attend because the Pre-Bid Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on **ITB #17-20 PRE-OWNED YARD SPOTTER TRUCK**" 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:

David Battaglia
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
Dbattaglia@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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. Vendors 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. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement 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 Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor'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. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors 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. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors 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 Vendors 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 Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are 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 price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor 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 Vendors. 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. Vendors 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 ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the 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. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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 Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section 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 VENDOR(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 conduct of business.

(d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor 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 for 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is looking to purchase a pre-owned yard spotter truck to stage sludge trailers for collection at the reclaimed plant.

SCOPE:

PRE-OWNED YARD SPOTTER TRUCK

1.0 TECHNICAL SPECIFICATIONS

The City of Port Orange is seeking competitive bids for a Used Ottawa brand Model # YT30 yard spotter truck or equivalent.

1.1 MINIMUM SPECIFICATIONS

The unit shall be in good condition with all functions operational as designed and possess the following minimum specifications:

A. The unit shall be free of any structural rust or corrosion.
B. All cab and body panels shall be free of damage or rust through.
C. The unit shall be a 2007 model year or newer.
D. The unit shall have less than 15,000 hours worked.
E. The unit shall have a Caterpillar or Cummins Turbo Diesel engine rated at 220 horsepower minimum.
F. The unit shall have an Allison automatic transmission
G. The unit shall have heat and air conditioning.
H. The unit shall be a high roof design.
I. The unit shall have an air release fifth wheel.
J. The unit shall have a hydraulic fifth wheel plate.
K. The unit shall have a PTO powered hydraulic system.
L. The unit shall have a minimum gross vehicle weight rating (GVWR) of 35,000 pounds.
M. The unit shall be a single rear axle with a wheel base not to exceed 125 inches.
N. The unit shall have air brakes with air dryer.
O. The unit shall have 11R 22.5 tires which are less than six (6) years old with 50% minimum tread.
P. The unit shall not have any fluid leaks.
Q. Vendors must submit all applicable service records with bid.

Inspection:

The City of Port Orange reserves the right to inspect the unit that is quoted to ensure that it meets the minimum specifications before awarding the bid. (Please submit pictures of actual unit being quoted)

Per Standard Terms and Conditions section 5 item 63 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. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered

[Remainder of this page left intentionally blank]

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 for a 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. (See also "Vendor")

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 offerors 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 vendors 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 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 Onvia/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 vendors 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 vendors 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. **Onvia/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 Vendors 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 employment or 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 Vendor 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 vendors requesting qualifications of the vendor 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 vendors 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 (Vendor)** is a vendor 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 (Vendor)** is a vendor 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 vendor 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 vendors 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 vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor'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.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

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 vendor. 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. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" 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 Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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. Vendors 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 this Response to a Formal Solicitation, the Vendor 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 this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor 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 Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor 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 Vendor 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 Vendor 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 the Vendor 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 the Vendor 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 the joint venture, 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 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 request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

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 Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals 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, Contract, proposal 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 to the Lowest 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 office of the Owner, within the time specified

10. **BID RETURNS**

Vendors 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 Vendors 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 period 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 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 protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor 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 a Certificate Holder prior to execution of the contract.

15. **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 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.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was 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. Contractor 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. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor 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 City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor 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 Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **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 vendors, 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 vendor 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 notice 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.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor'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.

21. **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.

22. **CONTRACT**

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

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 Vendor. 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 Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor 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 Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

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 Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **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 Vendor 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 vendor in default.

Upon approval of a contract, the vendor 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, Vendor 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 Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer 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/Proposer 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.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor 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 Vendor. 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 Vendor 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.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor 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/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer 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/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **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.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the

Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor 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 Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his 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 Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors 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 Vendor 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.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors 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.

42. **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.

43. **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.

44. **GOVERNING LAW**

Vendors 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 $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **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 vendor/provider 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*.

46. **HIPAA COMPLIANCE**

The Vendor 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 Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor 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 vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor 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 Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor'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 Vendor 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**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of

subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company**.**

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor 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.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor'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. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage</u>:	Coverage A - Statutory Coverage B - $100,000 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	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work 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 automobiles. <u>Additional Coverage</u>:	Auto Liability Body Injury: $100,000 each person, $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage</u>:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)	Coverage- $1,000,000 minimum	

54. **<u>INVOICES AND PAYMENTS</u>**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. 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 Vendor offers a payment discount. The City cannot make advance payments, make

deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **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.

57. **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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor 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 Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of 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 he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

(3) Florida business shall be granted up to three percent (3%) of the available points.

(4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. 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.

63. **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. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **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.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor 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.

66. **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 Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **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.

68. **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.

69. **OTHER AGENCIES**

(a) All Vendors 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 Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal 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. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a

Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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. 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 Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal 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.

73. **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.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) 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 Pricing/Delivery Information 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 Vendor 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, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **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 cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY 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 Vendor 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.

77. **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 Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **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.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor 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 Vendors will not be able to procure a copy of their competitor's 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 vendor, or where a vendor answers questions. In other words, neither Vendors, 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 Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor 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 Vendor. 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.

82. **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.

83. **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.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

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 agent 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.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **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.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **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 Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors 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.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response 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 Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

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.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **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.

96. **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.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, 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 Vendor, 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 Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **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.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors 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 Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor 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: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, 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 2:30 p.m. on the date indicated in the Solicitation documents or as addenda 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 Responses deemed non-responsive will be returned to the Vendor 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 and name of the Vendor.

100. **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 Vendor 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 Vendor shall provide follow-up evidence that the Vendor 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 http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors 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 Vendor 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.

103. **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.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor'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.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor 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 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 Vendor 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 Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **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 Vendor 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.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where 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.

109. **USE OF SOLICITATION FORMS**

The Vendor 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 Vendor’s Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor 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.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

b. The Vendor 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 Vendor.

c. In furnishing the service or product to the City, the Vendor 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, Contract, proposal or quote.

112. **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 Vendors, 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 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)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product 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 Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

AWARD: Award will be made to the lowest, responsive, responsible bidder.

AFTER AWARD: Vendor will supply vehicle to address: 407 Virginia Avenue, Port Orange Florida 32127 within 30 days after issuance of Purchase Order.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed in the form of a purchase order issuance. Substantial completion will be 30 days for delivery with completion being 45 days for final documentation closeout.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Vendor's Acknowledgement

_____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 7.4 – Drug Free/Tie Preference Statement

_____ Form 7.5 – Public Entity Crimes Statement

_____ Form 7.6 – Affidavit of Anti-Collusion

_____ Form 7.7 – Authorized Signatures/Negotiators

_____ Form 7.8– Statement of Vendor's Qualifications

_____ Form 7.9 – Professional References for Previous Experience

_____ Form 7.10 – Listing of Subcontractors

_____ Form 7.11 – Vendor Application

_____ W-9 Form

_____ Form 7.12 – Local Business Affidavit of Eligibility

_____ Attachment 1 – Bid Proposal

_____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or 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 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, 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 Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) 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 Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / 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 Vendor interested in said ITB; and that the undersigned executed this Vendor'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 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
_____	_____
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
_____	_____
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

_____

Notary Public

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 Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____ (NAME), as _____ (TITLE) of _____ (NAME OF ORGANIZATION) and who:

[*Notary: Please select one]*

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer 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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[*Notary: Please select one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS 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: _____ ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

This document must be completed and returned with your Submittal

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor.

B. Permanent main office address.

C. Date organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment currently owned or leased.

L. Experience in work similar to this type of project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit currently available: $_____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[Notary: Please select one]
□ 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 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is 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 or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

2. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

3. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS (IF APPLICABLE)

The Vendor 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 Vendor shall not substitute subcontractors without approval from the Engineer. Vendor 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 7.11 – VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) #

E-MAIL ADDRESS: _____
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated:_____ Year:_____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title:_____

Commodity/Services _____
_____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–		–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

		–							

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).

4. 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 on page 4.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

FORM 7.12 – 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 State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: ____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: □ Headquarters, □ Manufacturing Facility, or □ Locally Owned Franchise

And within Legal Boundaries: □ The City of Port Orange □ Volusia County □ The State of Florida

FEIN *(Federal Employer Identification Number)*:_____

BUISINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship

□ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL
SIGNATURE OF NOTARY PUBLIC
THIS_____DAY OF_____, 20___
My Commission Expires: _____

_____
SIGNATURE OF AFFIANT DATE

_____
PRINTED NAME OF AFFIANT / TITLE

_____
COMPANY

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
PRE-OWNED YARD SPOTTER TRUCK

ITB # 17-20

Completed Exhibit 1 Bid Propsal form 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 green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

MAKE	
MODEL	
YEAR	
COLOR	
VIN/SERIAL	
GROSS VEHICLE WEIGHT	
MILEAGE	
ENGINE SPPECS	
HOURS WORKED	

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST DELIVERED	TOTAL COST
1	PRE-OWNED YARD SPOTTER TRUCK (PER SPECIFICATIONS IN SCOPE)	1	EA.	$ -	$ -
				TOTAL BASE BID	$ -
ALTERNATE #1	COST OF WARRANTY EXTENSION FOR 1 YEAR	1	EA.	$ -	$ -
EQUIPMENT MAINTENANCE RECORDS MUST BE SUBMITTED WITH BID					

SAMPLE

This document must be completed and returned with your Submittal

STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)

CITY OF PORT ORANGE
STANDARD CONTRACT FOR GOODS/SERVICES

SAMPLE

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20__**, 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 _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ___ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, 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. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following*: Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____. The City's obligation to pay Contractor under this Contract is limited to 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.

3. *Contract Documents*. The following forms, attached as Exhibit "__," 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 _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. *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;

SAMPLE

(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 22 of this contract concerning disputes.

6. *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.

7. *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.

8. *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.

9. *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 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.

SAMPLE

(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 Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. *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.

11. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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.

SAMPLE

Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)	Limits:	Coverage- $1,000,000 minimum	

12. *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.

13. *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.

14. *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 2-272 (Alterations or modifications of contracts), 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.

SAMPLE

(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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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

SAMPLE

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.

20. *Liability for Loss or Damage*. 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.

21. *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.

22. *Disputes*. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. *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

SAMPLE

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.

24. *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.**

25. *Additional Provisions*. As may have been outlined in _____ and 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.

26. *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.

27. *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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

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.

28. *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

SAMPLE

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.

29. *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]

SAMPLE

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____
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:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

SAMPLE

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Allen Green, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Allen Green, 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
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, 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
Printed, typed or stamped name, commission and expiration:

[CA ___]

SAMPLE



End of Solicitation Documents

Non-Mandatory Pre-Bid Conference Sign-In Sheet

April 5, 2017 10:00 A.M.

ITB 17-20
Purchase of Pre-owned Yard Spotter Truck

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
386-506-5718
purchdiv@port-orange.org

#	Name	Title	Company	Phone	Email
1	O.T.Powell	Buyer	City of Port Orange	386-506-5717	opowell@port-orange.org
2	David Battaglia	Purchasing Agent	City of Port Orange	386-506-5704	dbattaglia@port-orange.org
3	Jeff Fontana	Fleet Mgr.	" "	506-5579	
4					
5					
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12					
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14					
15					

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B7h) Rejection of all bids for ITB #17-15 for Removal and Replacement of Kitchen Cabine Associated Work at Port Orange Fire Stations No. 71 & 74

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to reject all bids relating to ITB #17-15.

SUMMARY: On March 6, 2017, Purchasing received one (1) responsive bid for ITB #17-15 Removal a Replacement of the Kitchen Cabinets at Fire Stations No. 71 & 74. After review of the solicitation, staf recommends the rejection of ITB #17-15 due to the bid amount exceeding the departmental budgeted

Project No.: FIR016 Funding Account No.: 506-4200-539. 62-00

ATTACHMENTS:

1.	Bid Package Bid 17 15	BID 17 15 REMOVAL_AND_REPLACEMENT_OF_KITCHEN_CABINETS_AND_ASSOCIATED_W
2.	Addendum No 1 Bid 17 15	BID 17 15 Addendum No 1.pdf
3.	Bid Tabulation Bid 17 15	Bid 17 15 Bid Tabulation_(03-16-17).pdf
4.	Notice to Reject All Bids	REJECT ALL BIDS Bid No 17 15 Kitchen Cabinets.pdf

Kynah Cockcroft	Created/Initiated - 05/24/2017
Mike Silvey	Approved - 05/24/2017
Alyssa Walker	Approved - 05/24/2017
Branford Adumuah	Approved - 05/24/2017
Tracey Riehm	Approved - 05/30/2017
Margaret Roberts	Approved - 06/05/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74

ITB #17-15

City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: David Battaglia, Purchasing Agent
Release Date: February 9, 2017

Bid Due Date and Time: March 16, 2017 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers

ITB #17-15 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74

Notice is hereby given that the City of Port Orange is soliciting bids for REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74 . Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on March 16, 2017** 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 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Conference and site visit for the project at **8:30 A.M.** (local time) on **February 23, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the Mandatory Pre-Bid Conference. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. Only Bidders attending a Mandatory Pre-Bid Conference will be eligible to submit a bid. **Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting**.

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 shall be submitted with each submission

DESCRIPTION: Removal and replacement of kitchen cabinets and associated work at Fire Station No.71 located at 4200 S. Ridgewood Ave; Port Orange Florida and No.74 located at 6701 Airport Road, Port Orange, Florida.

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 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #17-15 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74 **"** in the subject line. Last day for questions will be **March 2, 2017 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

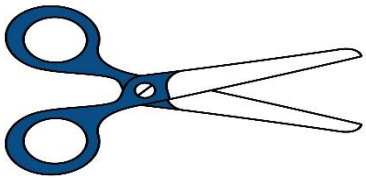
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-15 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74 ."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **February 9, 2017**

[Remainder of this page left intentionally blank]

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 #17-15**

BID TITLE: **REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74**

DUE DATE/TIME: **March 16, 2017**

SUBMITTED BY: _____

(Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: Diana M. Fye, CPPB, FCPA
Purchasing Manager
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____

(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of Removal and replacement of kitchen cabinets and associated work at Port Orange Fire Station No. 71 & 74. as described herein.

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 if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: .....February 9, 2017
Mandatory Pre-Bid /Site Visit .....February 23, 2017at 8:30 A.M.
Deadline for Questions: .....March 2, 2017 by 5:00 P.M.
Final Addendum Posting: .....March 9, 2017 by 5:00 P.M.
Bids Due: ..... March 16, 2017 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award .....To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors 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 Vendor
d) Address of Vendor

Due to the timing of mail service, the City Cautions Vendors to assure 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.

Vendors 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. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP 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.

MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conference and site visit for the project 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 Vendors must attend. All attendees to the Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Proposal Conference will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB #17-15 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74 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:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

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. Vendors 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. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgement 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 Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor'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. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active."

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors 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. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors 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 Vendors 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 Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are 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 price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor 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 Vendors. 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. Vendors 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 ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the 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. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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 Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section 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 VENDOR(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 conduct of business.

(d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor 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 for 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

Removal and replacement of kitchen cabinets and associated work at Fire Station No.71 located at 4200 S. Ridgewood Ave; Port Orange Florida and Fire Station No.74 located at 6701 Airport Road, Port Orange, Florida.

SCOPE OF WORK:

Contractor will be responsible for providing all labor and materials to properly construct the project as described in the bid plan specifications.

[Remainder of this page left intentionally blank]

BASE BID FOR FIRE STATION No.71

1) Selective demolition: Remove all of the existing base and wall cabinets, in the kitchen area. Remove the "telephone desk", backsplash(s) and support. Remove "island cabinets", and existing sink. All of the above materials are to be removed from the site, and disposed of in accordance with local codes and ordinances.

2) Carefully remove the existing garbage disposal, refrigerator, range and dishwasher. Store these appliances on site for complete re-installation by the successful contractor.

3) Remove one (1) row of ceramic wall tile (if necessary) to remove the existing countertops(s). Refer to "wall tile details".

4) Provide and install new cabinets that will duplicate the original installation in regards to size, door layout, drawers, etc., in accordance with the cabinet specifications in this bid manual. Backsplashes will be ceramic tile in accordance with the ceramic tile backsplash detail in this bid manual, for the north and west walls. The backsplash between the top of the countertop and the "bar" will be Laminated/Plastic (L/P) covered to match the countertop color. Countertops to be L/P covered.

5) "Telephone Desk": Replace desk, support(s) and backsplash. Increase the overall height of the backsplash +-1", so as to eliminate "repainting". Provide additional L/P covered "trim" at the floor to desk support to eliminate "repainting".

6) Provide new, vinyl base, as required, for all cabinets. Base color is to match existing color, size and shape, using roll goods in in lieu of 4'- 0" lengths.

7) Re-install all appliances as noted in item#2.

8) Provide and install a new, dual compartment, stainless steel sink and new sink trim, equal to the existing sink and trim. (i.e. "Elkay").

9) Laminated plastic colors to be selected by the City, from manufacturers standard colors. (L/P)

10) Procure and pay for all required permits and fees.

11) Contractor is responsible for all actual measurements and take-offs.

BASE BID FOR FIRE STATION No.74

1) Selective demolition: Remove all of the existing base and wall cabinets, in the kitchen area. Remove the "telephone desk", backsplash(s) and support. Remove "island cabinets", and existing sink. All of the above materials are to be removed from the site, and disposed of in accordance with local codes and ordinances.

2) Carefully remove the existing garbage disposal, refrigerator, range and dishwasher. Store these appliances on site for complete re-installation by the successful contractor.

3) The existing backsplashes at Fire Station #74 are L/P covered, at the sink and refrigerator elevation. Remove these backsplashes and replace with ceramic tile. The backsplash between the top of the countertop and the "bar" will be L/P covered to match the countertop color.

4) Provide and install new cabinets that will duplicate the original installation in regards to size, door layout, drawers, etc. countertops to be L/P covered.

5) "Telephone Desk": Replace desk, support(s) and backsplash. Increase the overall height of the backsplash +-1", so as to eliminate "repainting". Provide additional L/P covered "trim" at the floor to desk support to eliminate "repainting".

6) Provide new, vinyl base, as required, for all cabinets. Base color is to match existing color, size and shape, using roll goods in in lieu of 4'- 0" lengths.

7) Re-install all appliances as noted in item#2.

8) Provide and install a new, dual compartment, stainless steel sink and new sink trim, equal to the existing sink and trim. (i.e. "Elkay").

9) Laminated plastic colors to be selected by the City, from manufacturers standard colors. (L/P)

10) Procure and pay for all required permits and fees.

11) Contractor is responsible for all actual measurements and take-offs.

CABINET SPECIFICATIONS

SECTION 064023 - INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Plastic-laminate cabinets.
2. Plastic-laminate countertops.

1.2 SUBMITTALS

A. Product Data: For cabinet hardware and accessories.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
details, attachment devices, and other components

C. Samples:

1. Plastic-laminates, for each type, color, pattern, and surface finish.
2. Thermoset decorative panels, for each type, color, pattern and surface finish.
3. Manufacturers standard colors.

1.3 QUALITY ASSURANCE

A. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork
Quality Standards for Custom Grade." No formaldehyde-emitting wood products shall be permitted.

1.4 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Wood Products:

B. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.

2.2 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural woodwork.

B. Butt Hinges: 2-3/4-inch (70-mm), 5-knuckle steel hinges made from 0.095-inch- (2.4-mm-) thick metal, and as follows:

1. Semi concealed Hinges for Overlay Doors: BHMA A 156.9, BO 1521.

C. Back-Mounted Pulls: BHMA A156.9, B02011.

D. Wire Pulls: Back mounted, solid metal, 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter.

E. Catches: Magnetic catches, BHMA A 156.9, B03141.

F. Drawer Slides: BHMA A156.9, B05091.

1. Standard Duty (Grade 1, Grade 2, and Grade 3): Side mounted full-extension type; zinc- plated steel with polymer rollers.
2. File Drawer Slides: Grade 1 HD-200; for drawers more than 6 inches (150 mm) high or 24 inches (600 mm) wide.
3. Pencil Drawer Slides: Grade 1; for drawers not more than 3 inches (75 mm) high and 24 inches (600 mm) wide.
4. Adjustable shelves: K&V recessed W/K&V shelf clips.

G. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Bright Chromium Plated: BHMA 625 for brass or bronze base; BHMA 651 for steel base.

2.3 MISCELLANEOUS MATERIALS

A. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

2.4 FABRICATION

A. General: Complete fabrication to maximum extent possible before shipment to Project site. Where necessary for fitting at site, provide allowance for scribing, trimming, and fitting.

1. Shop cut openings to maximum extent possible. Sand edges of cutouts to remove splinters and burrs. Seal edges of openings in countertops with a coat of varnish.

B. Plastic-Laminate Cabinets:

1. AWI Type of Cabinet Construction: Flush overlay.
2. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate as follows:

   a. Horizontal Surfaces Other Than Tops: Grade HGS.
   b. Postformed Surfaces: Grade HGP.
   c. Vertical Surfaces: Grade HGS.
   d. Edges: Grade HGS.

3. Materials for Semi Exposed Surfaces Other Than Drawer Bodies: Thermoset decorative panels.
4. Drawer Sides and Backs: Thermoset decorative panels.
5. Drawer Bottoms: Hardwood plywood.
6. Colors, Patterns, and Finishes: As indicated by manufacturer's designations.
   Colors, Patterns and Finishes: As selected by Architect from laminate Manufactures Laminate Manufacturer’s full range of finish. (Standard Colors)
7. Provide dust panels of 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

C. Plastic-Laminate Countertops:

1. High-Pressure Decorative Laminate Grade: HGS.
2. Colors, Patterns, and Finishes: As indicated by manufacturer's designations.
3. Colors, Patterns, and Finishes: As selected by owner from laminate manufacturer's
   full range of finish. (Standard Colors)
4. Edge Treatment: Same as laminate cladding on horizontal surfaces.
5. Core Material at Sinks: Exterior-grade plywood.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Before installation, condition woodwork to average prevailing humidityconditions in installation areas. Examine shop-fabricated work forcompletion and complete work as required, including removal of packing and back priming.

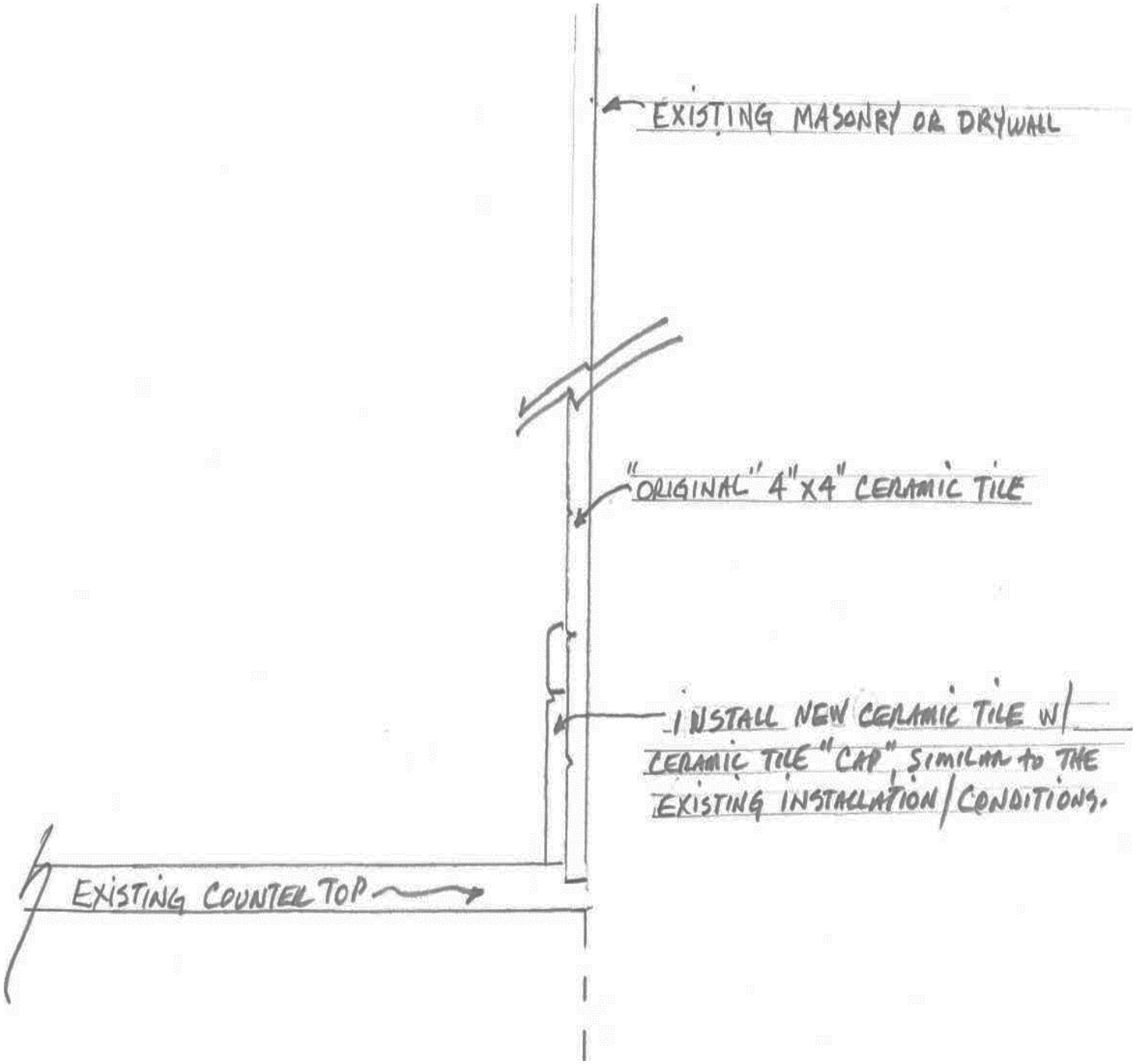
B. Cabinets: Install without distortion so doors and drawer’s fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation.

1. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for 1-inch (25-mm) penetration into wood framing, blocking, or hanging strips.

C. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop. Calk space between backsplash and wall with sealant specified in Division 07 Section "Joint Sealants."

END OF SECTION 064023

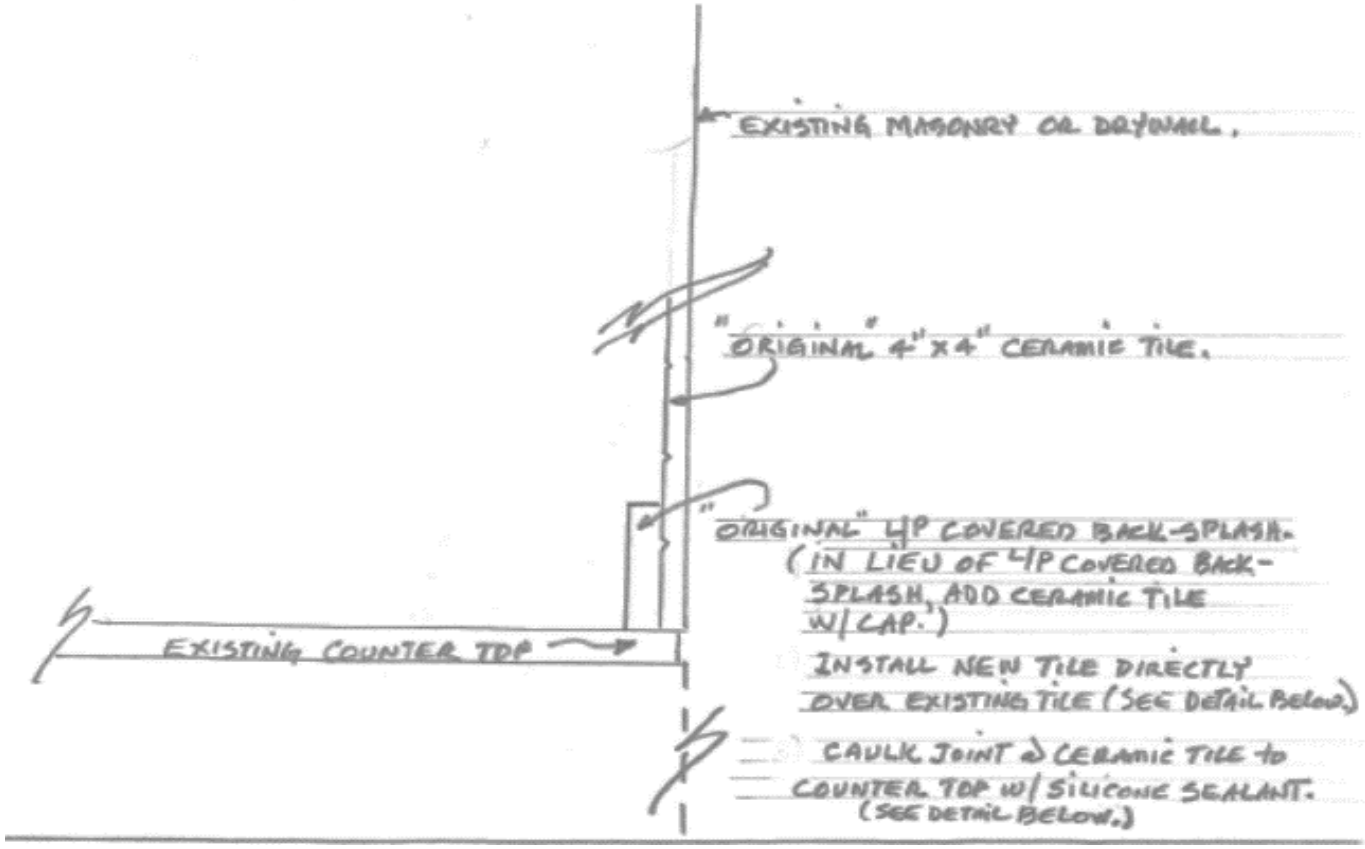
CERAMIC WALL TILE DETAIL FOR
FIRE STATION #71

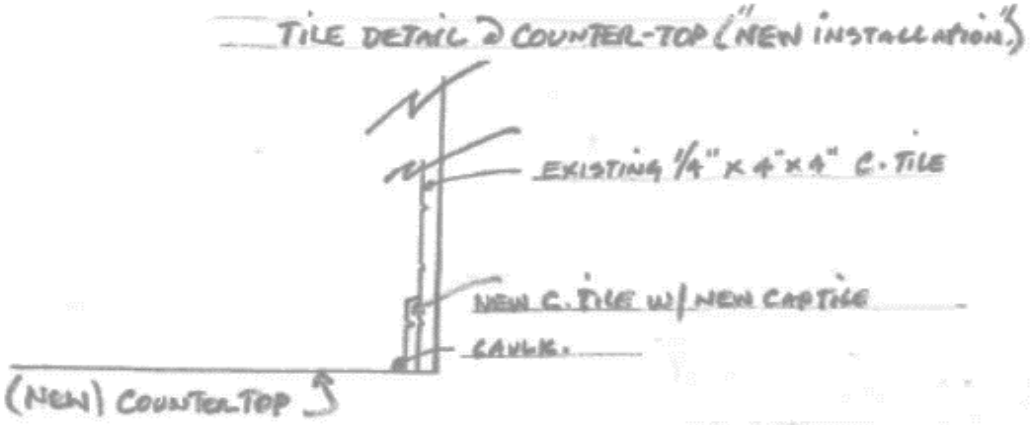


Fire Station No. 71
4200 S. Ridgewood Ave
No Scale.

CERAMIC WALL TILE DETAIL(S) FOR

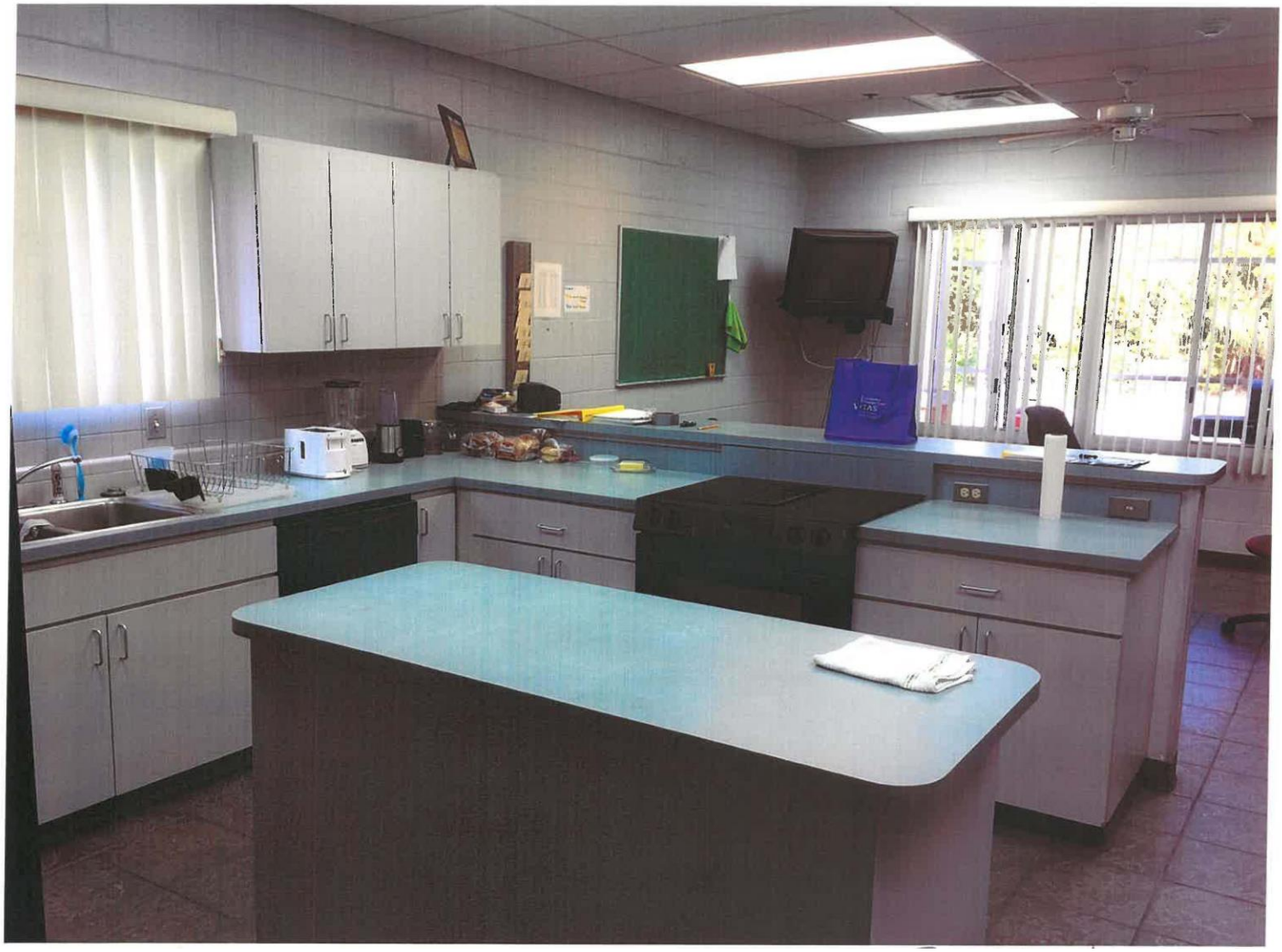
FIRE STATION #74: EXISTING AND NEW TILE DETAIL(S)

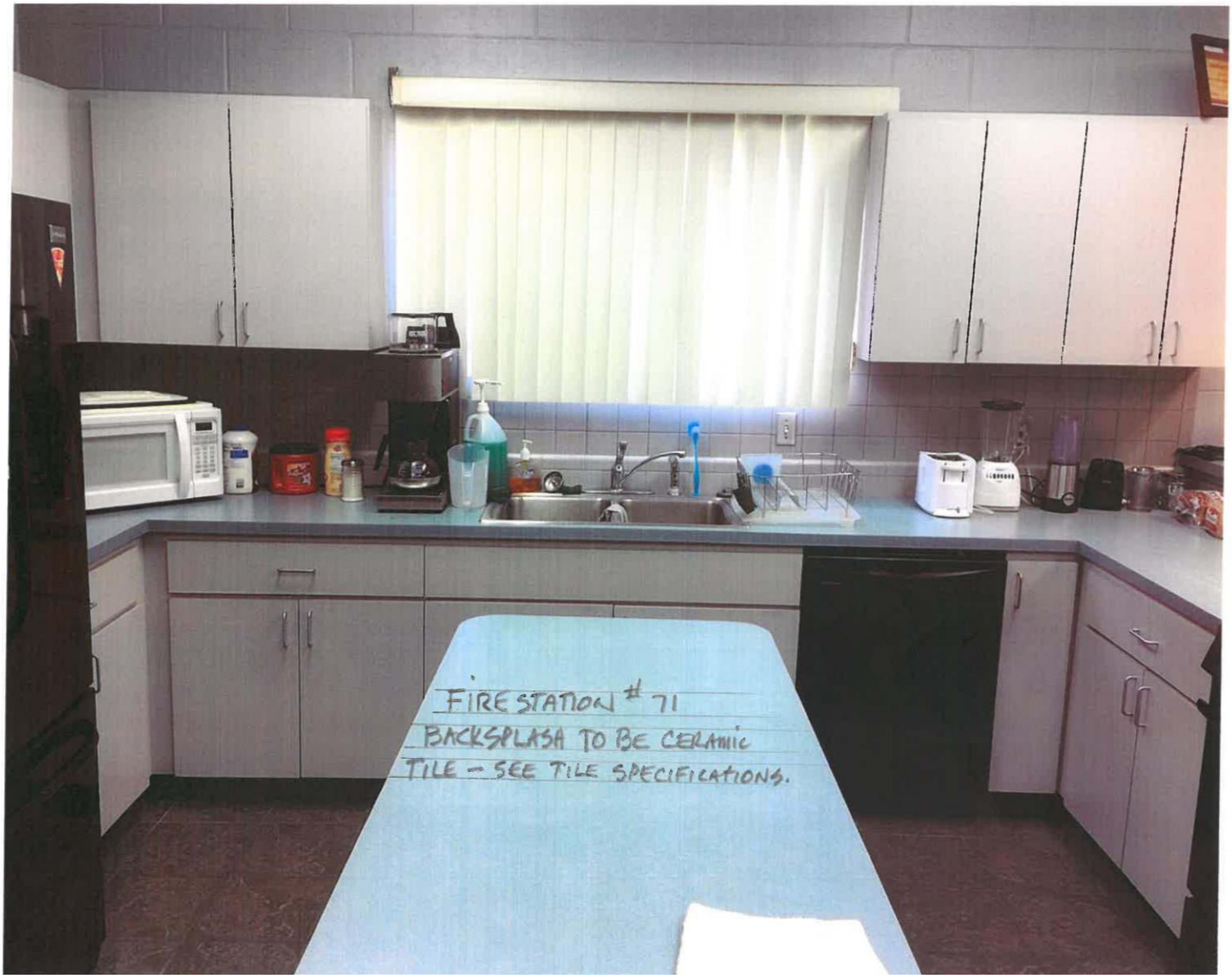


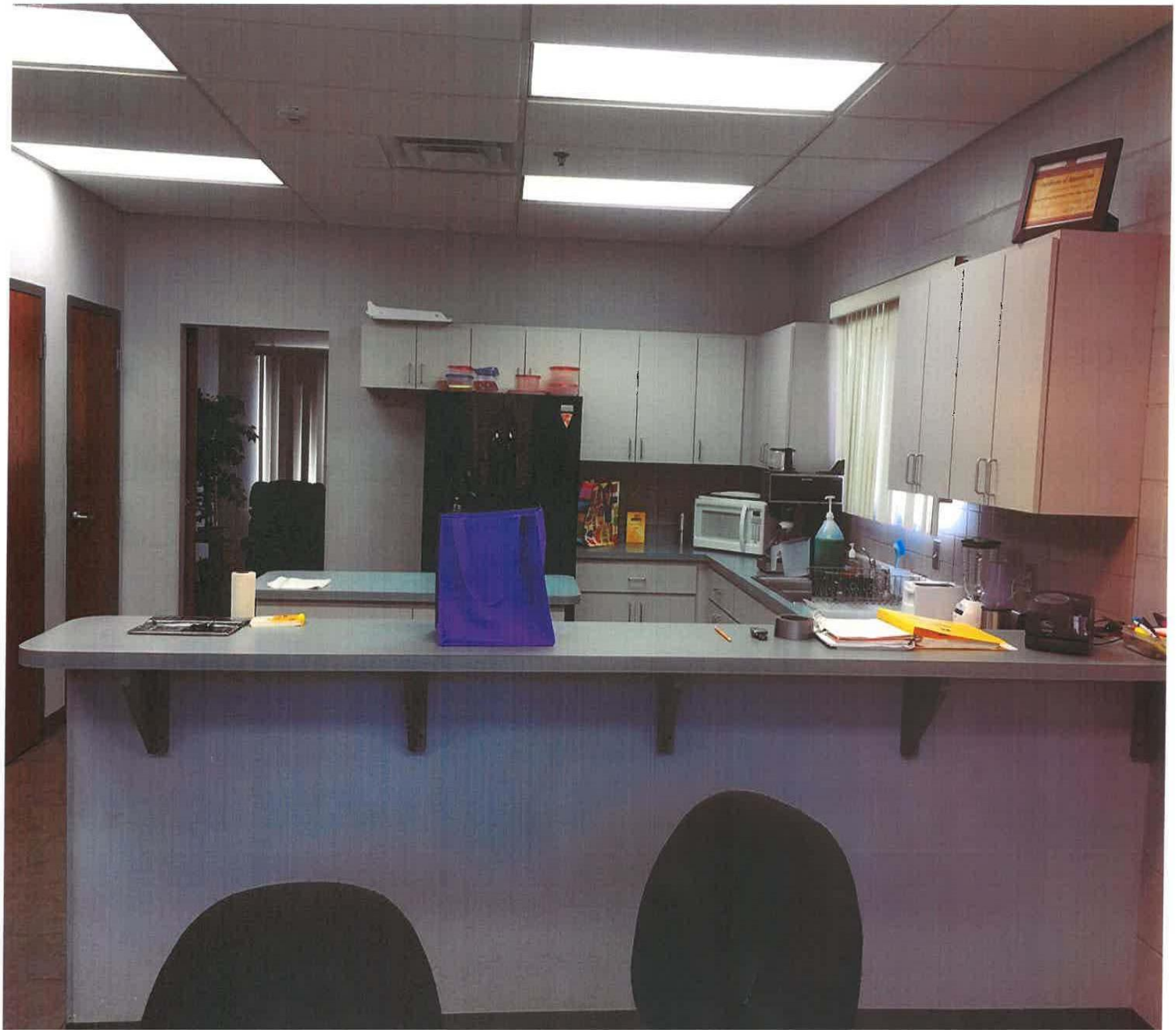


Fire Station No. 74
6701 Airport Road.
No Scale.

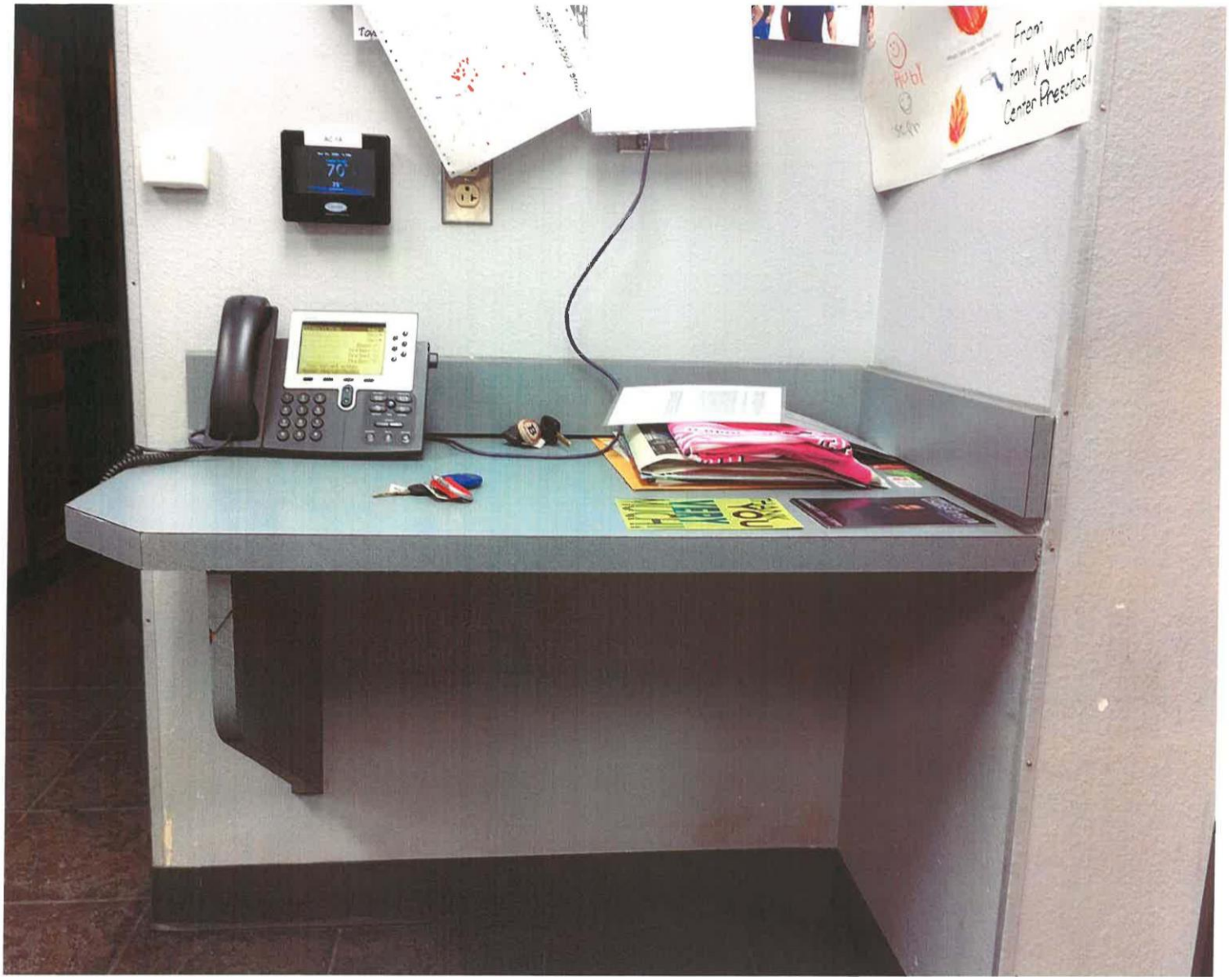
PHOTOGRAPHS OF EXISTING KITCHEN
AND TELEPHONE DESK: FIRE STATION #71




FIRE STATION # 71
BACKSPLASH TO BE CERAMIC
TILE - SEE TILE SPECIFICATIONS.




THIS PHOTOGRAPH SHOWS
THE EXISTING CERAMIC TILE
"BACKSPLASH".


70
From
Family Worship
Center Preschool

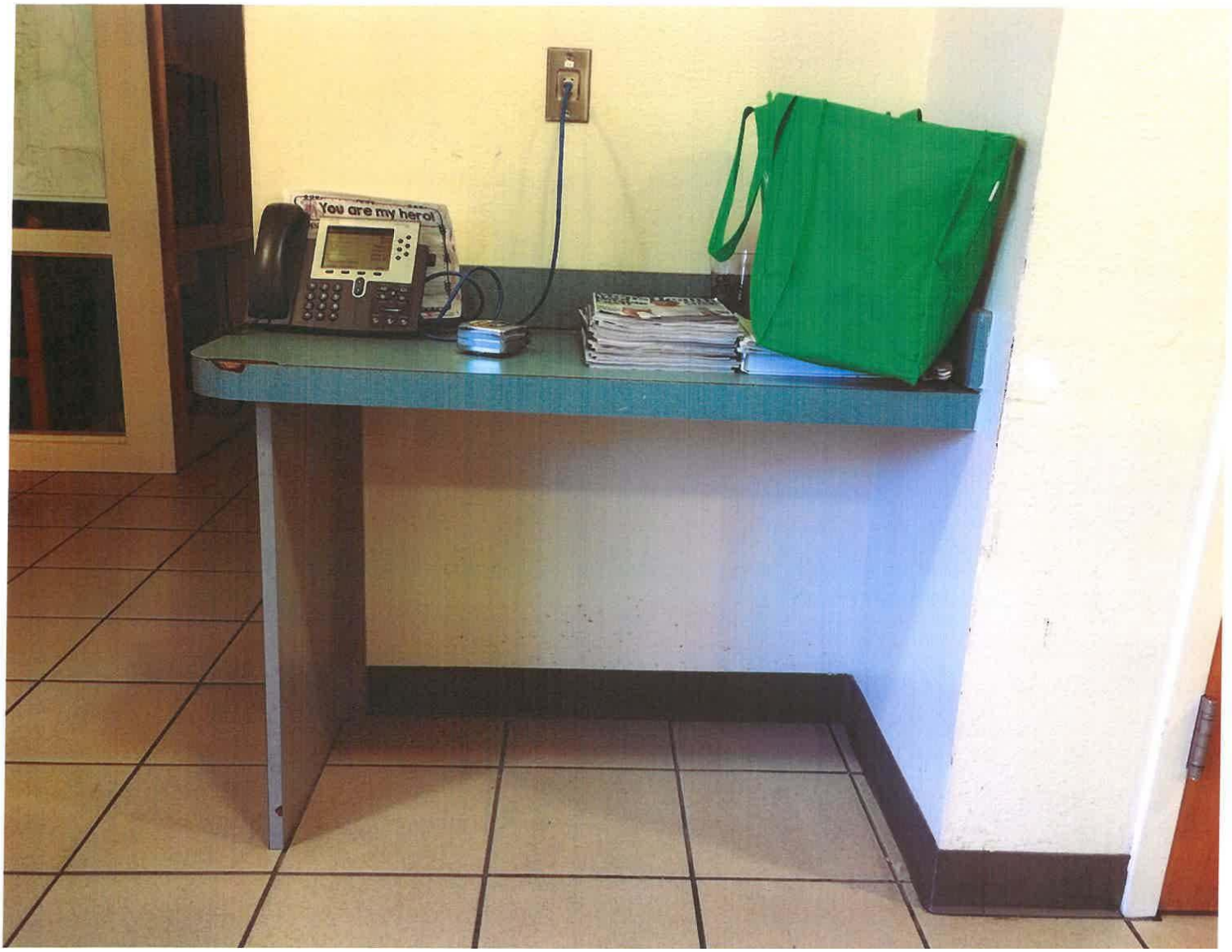
PHOTOGRAPH OF EXISTING KITCHEN
AND TELEPHONE DESK: FIRE STATION #74



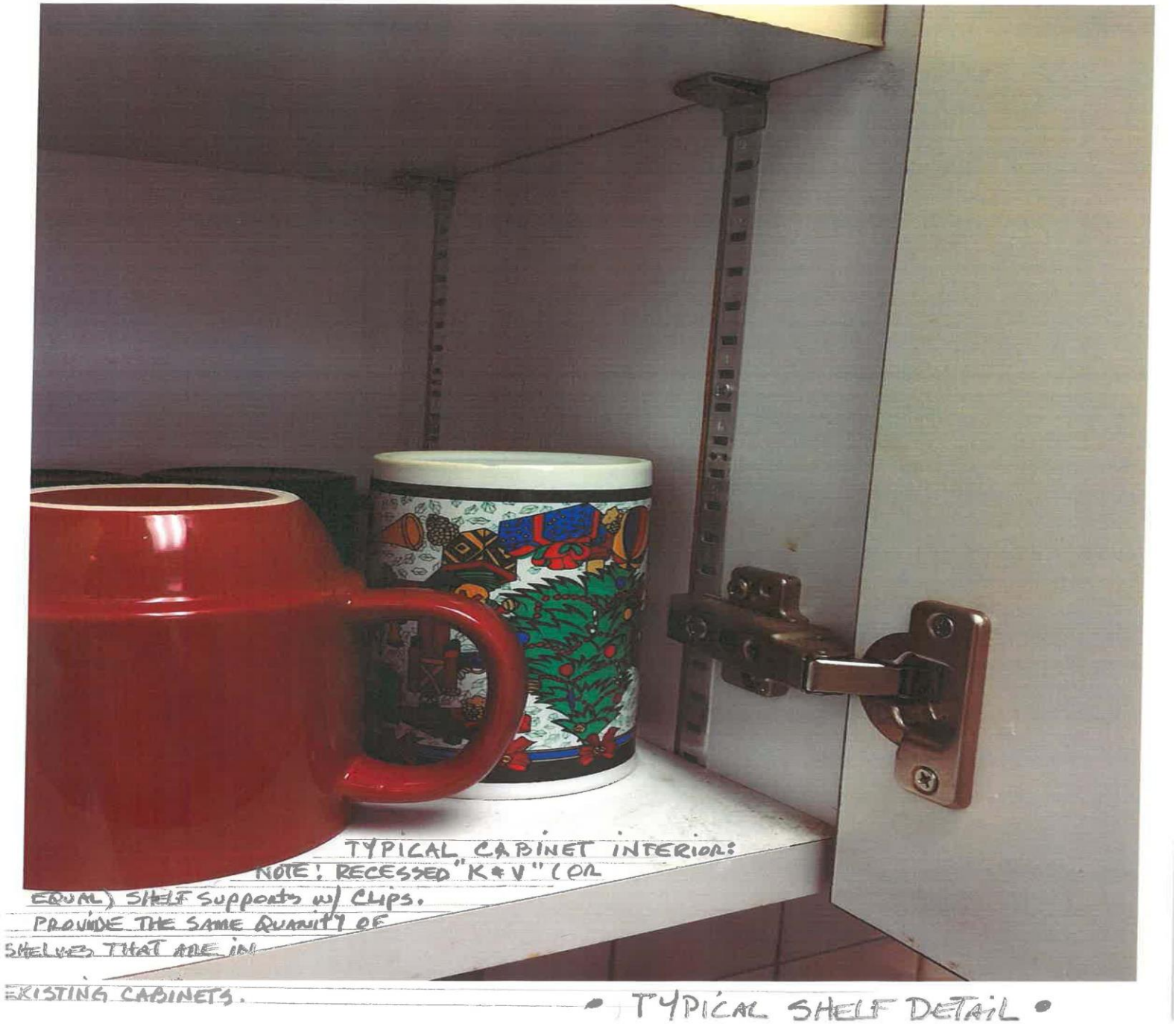

MUSCLE
MILK






You are my hero!

CABINET DETAIL FOR SHELVING SUPPORTS,
TYPICAL FOR OVERHEAD CABINETS: FIRE STATION #71 AND #74



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 for a 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. (See also "Vendor")

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 offerors 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 vendors 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 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 Onvia/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 vendors 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 vendors 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. **Onvia/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 Vendors 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 employment or 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 Vendor 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 vendors requesting qualifications of the vendor 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 vendors 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 (Vendor)** is a vendor 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 (Vendor)** is a vendor 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 vendor 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 vendors 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 vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor'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.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own gency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

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 vendor. 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. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" 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 Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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. Vendors 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 this Response to a Formal Solicitation, the Vendor 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 this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor 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 tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor 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 Vendor 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 Vendor 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 the Vendor 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 the Vendor 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 the joint venture, 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 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 request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

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 Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals 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, Contract, proposal 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 to the lowest 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 office of the Owner, within the time specified

10. **BID RETURNS**

Vendors 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 Vendors 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 period 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 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 protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return

of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor 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 a Certificate Holder prior to execution of the contract.

15. **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 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.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was 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. Contractor 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. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor 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 City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor 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 Vendor. Until such recommendation is issued in writing, any questions regarding the

pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **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 vendors, 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 vendor 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 notice 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.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor'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.

21. **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.

22. **CONTRACT**

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial

irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

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 Vendor. 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 Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor 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 Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

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 Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **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 Vendor 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 vendor in default.

Upon approval of a contract, the vendor 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, Vendor 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 Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer 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/Proposer 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.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor 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 Vendor. 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 Vendor 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.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that

vendor 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/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer 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/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **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.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor 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 Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his 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 Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors 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 Vendor 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.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors 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.

42. **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.

43. **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.

44. **GOVERNING LAW**

Vendors 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 $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **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 vendor/provider 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*.

46. **HIPAA COMPLIANCE**

The Vendor 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 Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor 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 vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor 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 Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor'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 Vendor 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**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company**.**

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor 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.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor'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. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 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	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work 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 automobiles. <u>Additional Coverage</u>:	Auto Liability Body Injury: $100,000 each person, $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage</u>:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)	Coverage- $1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. 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 Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **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.

57. **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 Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor 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 Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of 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 he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors 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 Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor 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 Vendor'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.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

(3) Florida business shall be granted up to three percent (3%) of the available points.

(4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. 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.

63. **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. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **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.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor 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.

66. **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 Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **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.

68. **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.

69. **OTHER AGENCIES**

(a) All Vendors 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 Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal 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. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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. 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 Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal 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.

73. **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.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) 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 Pricing/Delivery Information 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 Vendor 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, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **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 cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY 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 Vendor 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.

77. **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 Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **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.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor 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 Vendors will not be able to procure a copy of their competitor's 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 vendor, or where a vendor answers questions. In other words, neither Vendors, 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 Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor 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 Vendor. 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.

82. **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.

83. **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.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

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 agent 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.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **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.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **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 Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors 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.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response 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 Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

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.
The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **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.

96. **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.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, 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 Vendor, 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 Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **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.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors 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 Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor 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: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, 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 2:30 p.m. on the date indicated in the Solicitation documents or as addenda 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 Responses deemed non-responsive will be returned to the Vendor 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 and name of the Vendor.

100. **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 Vendor 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 Vendor shall provide follow-up evidence that the Vendor 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 http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors 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 Vendor 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.

103. **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.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor'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.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor 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 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 Vendor 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 Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **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 Vendor 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.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where 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.

109. **USE OF SOLICITATION FORMS**

The Vendor 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 Vendor's Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor 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.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

b. The Vendor 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 Vendor.

c. In furnishing the service or product to the City, the Vendor 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, Contract, proposal or quote.

112. **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 Vendors, 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 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)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product 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 Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be from the notice to proceed. Substantial completion will be sixty (60) calendar days with thirty (30) more days for final completion.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the goods and services described in this ITB. Please provide eligibility experience with your submittal.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____ Form 7.2 – Vendor's Acknowledgement

_____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____ Form 7.4 – Drug Free/Tie Preference Statement

_____ Form 7.5 – Public Entity Crimes Statement

_____ Form 7.6 – Affidavit of Anti-Collusion

_____ Form 7.7 – Authorized Signatures/Negotiators

_____ Form 7.8– Statement of Vendor's Qualifications

_____ Form 7.9 – Professional References for Previous Experience

_____ Form 7.10 – Listing of Subcontractors

_____ Form 7.11 – Vendor Application

_____ W-9 Form

_____ Form 7.12 – Local Business Affidavit of Eligibility

_____ Form 7.13 – Certificate as to Corporate Principal

_____ Attachment 1 – Bid Proposal with copy of equipment maintenance records.

_____ Bid Bond

_____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or 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 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, 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 Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) 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 Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / 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 Vendor interested in said ITB; and that the undersigned executed this Vendor'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 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
_____	_____
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
_____	_____
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

_____
Notary Public

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 Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

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 orders 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 following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

* *

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ 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 that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the 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 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 any 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

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[*Notary: Please select one]*

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer 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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[*Notary: Please select one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

_____
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer 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 VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS 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: _____ ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'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 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor.

B. Permanent main office address.

C. Date organized.

D. If a corporation, where incorporated.

E. How many years have you been engaged in the contracting business under your present firm or trade name?

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

G. General character of work performed by your company.

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why?

H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

I. Have you ever defaulted on a contract? If so, where and why?

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

K. List your major equipment currently owned or leased.

L. Experience in work similar to this type of project.

M. Background and experience of the principal members of your organization, including the officers.

N. Credit currently available: $_____

O. Give bank reference: _____

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

_____
Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20___, by _____, as _____ of _____ and who:

[Notary: Please select one]
□ 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 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is 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 or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

2. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

3. Company Name: _____
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods or
   Services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor 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 Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1 Plumbing

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2 Electrical

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3 Ceramic Tile

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4 Cabinet Manufacturer

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 7.11 – VENDOR APPLICATION

City f Port Orange

Vendor Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) #

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated:_____ Year:_____

TYPE OF ORGANIZATION: ☐ Indiv. ☐Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.
The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title:_____

Commodity/Services _____
_____

This document must be completed and returned with your Submittal

Form **W-9** (Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▪

☐ Other (see instructions) ▪

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

___ – ___ – ____

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

__ – _____

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).

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 on page 4.

Sign Here — Signature of U.S. person ▪ Date ▪

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 7.12 – 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 State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: ____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: □ Headquarters, □ Manufacturing Facility, or □ Locally Owned Franchise

And within Legal Boundaries: □ The City of Port Orange □ Volusia County □ The State of Florida

FEIN *(Federal Employer Identification Number)*:_____

BUISINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship

□ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL
SIGNATURE OF NOTARY PUBLIC
THIS_____DAY OF_____, 20___
My Commission Expires: _____

_____
SIGNATURE OF AFFIANT DATE

_____
PRINTED NAME OF AFFIANT / TITLE

_____
COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____ _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____
Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

MUST INCLUDE EQUIPMENT MAINTENANCE RECORDS

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.

This document must be completed and returned with your Submittal

ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
ITB #17-09 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74

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

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	TOTAL COST INSTALLED	TOTAL COST
1	FIRE STATION NO.71 PER SPECIFICATIONS	$ -	$ -
2	FIRE STATION NO.74 PER SPECIFICATIONS	$ -	$ -
		TOTAL BASE BID	$ -

SAMPLE

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 within 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 within 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 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 _____, A.D. 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 original bid bond and financial statement of Surety Company).*

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.: _____ *NAIC No. :* _____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

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 forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

_____
Signature of Affiant

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)

END OF BID BOND

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

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]

FOR INFORMATIONAL PURPOSES ONLY

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

_____
Name of Project

City Project No._____
Bond No._____

Space Reserved for Recording Data

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.

FOR INFORMATIONAL PURPOSES ONLY

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.

FOR INFORMATIONAL PURPOSES ONLY

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

SAMPLE

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2016**, 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 the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(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. Work shall be substantially completed within ___ calendar days from issuance of a Notice to Proceed and final completion __ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "__," 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. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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 work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages. Contractor shall pay $_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "__" attached hereto, subject to a limit up to but not to exceed $_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to 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.

3. *Contract Documents*. The following forms are attached as Exhibit "__" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. *Contract Administration*. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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.

SAMPLE

(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 20 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.

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 that ordinarily and necessarily would be required by the City in order to perform the service.

SAMPLE

(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 for the duration of the Contract term.

(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 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 Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written 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 Contractor for the reasonable additional costs of increased coverage.

SAMPLE

Insurance		Standards	Comments
Workers' Compensation Additional Coverage:	Limits:	Coverage A - Statutory Coverage B - $100,000 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 $500,000 occurrence $1,000,000 Aggregate	When the Contract work 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 automobiles. Additional Coverage:	Limits:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Additional Coverage:	Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract 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 (Errors & Omissions)~~	~~Limits:~~	~~Coverage- $1,000,000 minimum~~	

SAMPLE

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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

SAMPLE

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.

20. *Liability for Loss or Damage*. 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.

21. *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.

22. *Disputes*. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. *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

SAMPLE

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.

24. *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.**

25. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in _____ and 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.

26. *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.

27. *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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

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.

28. *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

SAMPLE

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.

29. *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]

SAMPLE

Witnesses:

_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

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.

_____
Printed Name:_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

SAMPLE

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 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
Printed, typed or stamped name, commission and expiration:

SAMPLE



End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1
February 9, 2017
ITB# 17-15 REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated February 9,2017 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. QUESTIONS AND ANSWERS:

input any questions received with answers in format below (justify all paragraphs)"

1. "My we get drawings of the cabinets from when the facilities were built?
   Answer: The BID documents contain very specific cabinet specifications which specify A.W.I. "Architectural woodwork quality standard for custom grade millwork" (page #15-18) of the BID manual. The manual also contains photographs of each kitchen elevation(s). The bidder(s) will have the opportunity to visit each station. The bidder(s) are responsible for field dimensioning each fire station and it is the bidder(s) responsibility for (quantity) take-offs (page #13, note #11, and page #14, note #11.) The specifications require the successful bidder to provide shop drawings (per page #15 of the specifications.) The original construction of the cabinets may not conform to the specifications in the bid manual for custom grade millwork in compliance with the Architectural Woodwork Institute (i.e. "AWI") standards. There is no reason to provide existing cabinet drawings. There are sufficient details, specific cabinet specifications and photographs for the bidder(s).
   "input answer in complete, concise sentences"

2. In regard to AWI custom grade, the cabinet itself. What kind of substrate do you want for a cabinet?
   Answer: All Cabinets are to be Plywood then LP covered. Bases & toe kicks need to be pressure treated plywood.
3. Why do you foresee a week for one fire station?
   Answer: We are trying to convey, that once the job is started, everything must flow properly. Continuous work is required and coordination with the plumber, electricians, etc. We cannot afford any delays.
4. What is the budget?
   Answer: $20,000.00

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. # 1

CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQURES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-17-15
ITB TITLE: REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74
OPENING DATE/TIME: March 16 , 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		A.G. PiferConstruction Co. Inc. of Daytona Beach of Florida			
1	Form 7.1 Submittal Checklist	YES			
2	Form 7.2 Vendors Acknowledgment	YES			
3	Form 7.3 Addendum and Change Order Procedure	YES			
4	Form 7.4 Drug Free Preference Statement	YES			
5	Form 7.5 Statement on Public Entity Crimes	YES			
6	Form 7.6 Affidavit of Anti-Collusion	YES			
7	Form 7.7 Authorized Signatures/Negotiators	YES			
8	Form 7.8 Statement of Vendor's Qualifications	YES			
9	Form 7.9 Professional References	YES			
10	Form 7.10 Listing of Subcontractors	YES			
11	Form 7.11 Vendor Application W9	YES			
12	Form 7.12 Local Business Affidavit of Eligibility	YES			
13	Form 7.13 Certificate as to Corporate Principal	YES			
15	Attachment 1 – Bid Proposal	YES			
16	Bid Bond	YES			
	1 Original, 1 Digital Copy	YES			
	Deemed Responsive?	YES			
	TOTAL BID	**$ 32,988.00**	**$ -**	**$ -**	**$ -**

Opened and tabulated by: David Battaglia, Purchasing Agent
Witnessed by: O.T. Powell

NOTICE OF REJECT ALL BIDS

ITB # 17-15

REMOVAL AND REPLACEMENT OF KITCHEN CABINETS AND ASSOCIATED WORK AT PORT ORANGE FIRE STATIONS NO. 71 & 74

May 16, 2017

On March 6, 2017 purchasing received one (1) bids for ITB #17-15 Removal and Replacement of Kitchen Cabinets and Associated Work at Port Orange Fire Stations No.71&74. After review of the solicitation, City staff has moved to reject this bid due to the bid exceeding the department's budget. The decision to reject this bid will be presented to City Council on June 20, 2017.

David Battaglia
Purchasing Agent

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B8) Second Amendment and Extension to Smokey Hunt Club Lease

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

Move to approve the Second Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.; delegating to the City Manager the authority to make revisions requested by the County Council consistent with the purposes of the agenda item; and authorizing the City Manager and City Clerk to execute the amended and renewed lease approved by the County Council.

SUMMARY:

The City or Port Orange and Volusia County have leased lands bordered by I-4, Tomoka Farms Road and Pioneer Trail to the Smokey Hunt Club, Inc. since 1995 through various lease amendments and extensions. The Lessee agrees to use the area "for recreational, non-commercial hunting and fishing in strict accordance with the laws of the State of Florida and the United States of America." The current lease was for five years (ending on July 31, 2016). However, the agreement also included the ability of all parties to extend the lease annually in one year increments for up to five (5) additional years. Hunting in this area is necessary to control feral hog, wild turkey, and deer populations as a requirement of the City's state and federal permits for the mitigation bank areas included on this property.

All parties agreed to and signed an amendment and an option to extend the lease for one year on July 21, 2016. This was the first extension of five (5), one-year extensions and ends on July 31, 2017.

Staff approached the City Council on March 3, 2017 to discuss extending and amending this contract for an additional year (from August 1, 2017 – July 31, 2018) for the second of five (5), one-year extensions. Staff also recommended the City and the County go out to bid for a new lease beginning August 1, 2018. Council agreed with both recommendations.

Volusia County staff has indicated to Port Orange that they agree with and support our direction. In addition, the Smokey Hunt Club has indicated that they too would like to continue the relationship for an additional year. Since the Volusia County Council will review the revisions after the City Council's consideration, this agenda item authorizes the city manager to make revisions as requested by the County Council to accomplish the purposes set forth in this agenda item.

City and County staff have approached Smokey Hunt Club regarding several requested amendments to the current contract that will enhance our management and oversight capabilities. Smokey Hunt Club has agreed to these changes in principle, which include:

- Removing the right to boat and fish on the reclaimed lakes.
- The City is worried about damage to expensive equipment in the lake (i.e., the solar bees), and this lake is not appropriate for fishing.
- This acreage was added to the lease last year at no additional cost to the Smokey Hunt Club and therefore will not be subtracted from the rental rates in the coming year.
- Increase in annual per acre rental rates by 7.8% per the original 2011 contract.
- This will increase city revenue by about $6,100 per year to $84,524.71.
- Require tenant to remove all improvements not approved by the City and County within 30 days of the end

of the lease.

- Items left in the leased area will be disposed of at the Cost of the tenant.
- Currently these items become the property of the City and County.
- Require all trailers and vehicles in the lease premises have updated registration tags required by law
- Require that the tenant maintain sewage disposal records and provide to the city and county at least once a year.
- Prohibit the storage of boats, equipment, incapacitated vehicles trash and tires, etc. in the lease premises.
- Indicate the City will provide 1 key card per member free of charge. If a member “misplaces” their card, the City will deactivate the misplaced card. The member can obtain a new card for a processing fee of $50. However, members will only be allowed 1 key at a time.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Amended and Renewed Hunting Lease	Amended & Renewed Hunting Lease - Clean.pdf
2.	2011 Smokey Hunt Club Lease	Aug 2011 Smokey Hunt Club Lease.pdf
3.	First Amendment and Extension - 2016	Executed Hunt Club Lease 2016.pdf
4.	Membership Application	Member Application 2017-2018.pdf
5.	Liability Release	Liability Release 2017-2018.pdf
6.	2017-18 Rent	2018 Rent.xlsx

Alan Rosen	Created/Initiated - 04/20/2017
Alan Rosen	Approved - 04/20/2017
Tracey Riehm	Approved - 05/08/2017
Margaret Roberts	Approved - 06/06/2017
Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017

AMENDED AND RENEWED HUNTING LEASE

This Hunting Lease Agreement ("Lease") is made and entered into as of this ____ day of _____, 2017, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose mailing address is 123 West Indiana Avenue, DeLand, Florida 32720 ("County"), and the CITY OF PORT ORANGE, a municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119 ("City") (the City and County are hereinafter collectively called the "Managing Agencies" for the lands described in paragraph 1 below), and SMOKEY HUNT CLUB, INC., a Florida corporation, whose mailing address is 840 Gray Road, Cocoa, Florida 32926 ("Lessee").

Whereas, on June 21, 2016, the City Council agreed to a one (1) year renewal of the original lease agreement dated August 4, 2011.

Now, therefore, the Parties hereby agree to the terms of the original agreement and as amended and renewed herein as follows:

1. **Burdened Premises**.

   A. Lease Area. Subject to the terms and conditions set forth in this Lease, Managing Agencies doe hereby grant to Lessee this Lease and the right to use the Burdened Premises ("Premises") for recreational, non-commercial hunting and fishing in strict accordance with the laws of the State of Florida and the United States of America, as may be found upon and harvested from the following Lease Area as described in **Exhibit "A"** attached hereto (hereinafter the "Premises").

   B. Scheduled Hunt Area. Managing Agencies have designated a portion of the Premises, as described in **Exhibit "B"** attached hereto, as a "Scheduled Hunting Area." The Scheduled Hunt Area will be restricted periodically subject to those rules and regulations set forth in sub-paragraph 5.C herein.

   C. Primitive Hunt Area. Managing Agencies have designated a portion of the Premises, as described in **Exhibit "C"** attached hereto, as a "Primitive Hunting Area."

2. **Lease Term**. Unless sooner canceled as hereinafter provided, the term of this Lease shall commence August 1, 2011 and terminate on July 31, 2016. The parties mutually agree to extend term of this Lease by one (1) year commencing on August 1, 2017 and terminating on July 31, 2018, as per the parties' original agreement to extend annually in one year increments for up to five (5) additional years.

3. **Rent**. Lessee shall pay to the Managing Agencies an annual rent of One Hundred Thirteen Thousand Three Hundred Ninety-seven and 27/100 ($113,397.27) Dollars ("Rent"), or such greater or lesser amount as determined herein. Rent shall be paid on or before the first day of July of every year or upon renewal whichever is later.

   It is the understanding of the Parties that the Rent shall be computed at the rate specified in **Exhibit "D"** attached hereto and incorporated herein.

   If any land is subsequently excluded from this Lease by sale, conveyance, or partial cancellation, the Rent shall be adjusted accordingly and the Lessee shall receive a pro rata refund for any Rent that has been paid in advance for the portion excluded. Any said refund shall be determined by the Managing

Agencies, based on the ownership of the land. A determination of this amount shall be made by prorating any prepaid Rent on a daily basis at the Lease term rate specified in **Exhibit "D"** herein for each acre excluded from the Lease.

4. **On-Site Management**. The Port Orange City Forester and the County of Volusia Land Manager shall be designated to oversee Lease activities on-site. The revenue shall be paid to the County of Volusia and to the City of Port Orange based on the total acreage of the wholly owned and jointly owned lands held by the respective Managing Agencies.

5. **Acceptance and Use of Premises**.

A. Acceptance and Use. It is understood that the Premises consists of mostly undeveloped and untamed land, and the Lessee has had an opportunity to inspect the Premises and accepts the Premises in an "as-is" condition, and further, the Lessee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks, openings in the earth, fence wire, snakes, wells, swamps, brush, and other growth, ponds, harmful plants, wild or poisonous animals, insects, reptiles, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Lessee assumes all such risks as its own responsibility, without liability or recourse against Managing Agencies, their officers, employees, and agents.

Lessee covenants to use the same in accordance with all applicable laws with respect to the use or occupancy of the property. Lessee agrees to make no illegal, unlawful or improper use of said land. Lessee covenants and agrees to use said Premises for hunting, picnicking and fishing recreation by its members and their guests. Lessee will neither use nor suffer the same to be used for any other purposes. Lessee shall do nothing to interfere in any way with Managing Agencies' use of the Premises for forestry, silviculture, water production, wetland mitigation, prescribed burning, gopher tortoise mitigation, habitat enhancement/restoration and reforestation. The hunting and fishing rights granted to Lessee are on condition that Lessee will so exercise said rights as not to interfere with these stipulated activities upon said lands. All prescribed burning will be conducted under the supervision of Managing Agencies or their designated representatives.

Lessee is expressly prohibited from allowing the operation and use of motorcycles, mopeds and all-terrain vehicles on any part of the Premises for racing or contests of any type. Such vehicles may be used by Lessee's members and their guests for purposes of transportation around the Premises so long as they are used in a manner not to cause damage within the Premises and are not used except on the existing roads.

Lessee shall not conduct any activity or use the Premises in any way inconsistent with any and all provisions of the Port Orange Mitigation Bank, as authorized under SJRWMD permit number 4-127-64024-1 and U.S. Army Corps of Engineers permit number 2003-7849, and upon notice to Lessee, in accordance with any permit issued subsequent to this lease.

No timber, plants, minerals, sand or forest products may be removed from the Premises by Lessee without the express written consent of Managing Agencies, excluding legal game and fire wood for camp fires. Excavation, chopping, and clearing are prohibited without the express written consent of Managing Agencies. Grading and road repair shall be allowed, within the road area previously disturbed.

B. Construction, Alteration, and Improvements. Lessee shall not construct any improvements on

the Premises without the written consent by Managing Agencies. If such construction is approved by Managing Agencies, Lessee covenants that it shall promptly pay any material man or contractor performing any work upon the Premises and covenants and agrees to hold Managing Agencies harmless for any obligation or expense therein. Lessee may make such additions and improvements to the Premises as are first approved in writing by the Managing Agencies. All such improvements shall be at the sole expense and risk of Lessee and shall comply with local, state and federal laws and regulations, including but not limited to applicable land development, zoning and building codes. In the event of the termination of this Lease prior to the end of the term, the Lessee shall have thirty (30) days thereafter to remove any improvements and/or alterations it has placed upon the Premises. If the Lease is not renewed, the Lessee shall remove the improvements in not less than sixty (60) days prior to the expiration of the current lease term. Any Lessee improvements or alterations not timely removed shall become the property of the Managing Agencies with no obligation to compensate the Lessee therefor; the Managing Agencies shall have the right to invoice the Lessee for the costs of removal; and enforcement of the payment to the Managing Agencies shall survive the termination of the Lease. Lessee acknowledges that the existing improvements have not been approved and that Lessee shall within thirty (30) days of the effective date of this Lease, make a written request for the Managing Agencies approval.

C. *Scheduled Hunt Area*. Lessee shall not use or access the Scheduled Hunt Area on weekdays (Monday through Friday) and on days when the Port Orange Police Department Shooting Range has scheduled long range firearms training. City shall provide Lessee with periodic schedules, via electronic mail, of the City's use of the Shooting Range for long range firms training ("Schedule"). Lessee shall confirm receipt of the Schedule by return confirmation to the City via electronic mail. Lessee shall coordinate and distribute the Schedule to all members for notice of the times for permitted use within the Scheduled Hunt Area. No hunting shall occur within the Scheduled Hunt Area except as authorized herein and by the Schedule.

6. **Release and Indemnification.** As further consideration for the rights and privileges granted herein, Lessee agrees to the following:

A. *Release.* That although Managing Agencies may have a greater knowledge of the Premises than Lessee, that it is impracticable and virtually impossible for Managing Agencies to list and/or to physically show Lessee each and every potential hazard on the Premises and Lessee enters onto said Premises despite same and at Lessee's own risk and without liability to Managing Agencies, their officers, employees, and agents.

B. *Indemnification.* Lessee agrees to release, defend, indemnify and hold harmless Managing Agencies, its officers, employees and agents, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorneys' fees, arising out of bodily injury to, illness or death of any person, including Lessee's members, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Lease or any activities occurring upon the Premises, whether by Lessee or otherwise; the performance or non-performance by Lessee of is obligations hereunder; a breach of any term, provision or warranty contained in this Lease; or any violation of any laws, regulations, statutes, or ordinances related to Lessee's obligations or performance hereunder.

C. *Members and Guests*. All members, guests and invitees of Lessee entering the Premises for any purpose shall, before entering, sign an agreement, the form of which is attached hereto as Exhibit "E", agreeing to comply with the terms of this Lease and to indemnify and hold harmless Managing Agencies against any and all claims, demands, causes of action, suits or judgments and

all expenses and fees incurred in collection therewith for death or injuries to persons, or loss or damage to property, arising out of or in any manner connected with the occupancy or use of the premises by such member, guest or invitee of the Lessee. In the event of any such claim, demand or suit, notice shall promptly be given to the Managing Agencies and the Managing Agencies shall have the right to defend or settle the same in its discretion. This release shall further provide that the member, guest or invitee relinquishes and releases all claims of every nature which he or his heirs, successors or assigns shall have arising out of any occurrence upon or related to the premises. Each signature on the agreement shall be notarized.

D. Insurance. Lessee agrees to purchase and maintain, at its expense, public liability insurance, insuring Managing Agencies and Lessee against claims for bodily injury, personal injury and property damage, with limits of not less than One Million ($1,000,000.00) Dollars per occurrence for damage occurring to any person or property upon or about the Premises during the Lease term, and further agrees that Managing Agencies shall be named as an additional insured in such policy as it may apply to the real property herein described. The coverage and form of said insurance policy must be satisfactory to Managing Agencies. All insurance policies provided for in this Lease shall contain a provision that the policies cannot be canceled without thirty (30) days written notice to Managing Agencies and all such insurance shall be affected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the State of Florida. At least fifteen (15) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by Lessee to Managing Agencies. Within fifteen (15) days after the premium on any policy shall become due and payable, Managing Agencies shall be furnished with satisfactory evidence of its payment. Lessee shall provide Managing Agencies with a complete copy of the insurance policy in force during any period of this Lease.

7. **Assignment and Subletting**. Lessee may not assign this Lease or sublet any part of the Premises.

8. **Termination**.

A. Managing Agencies may terminate or cancel this Lease for a violation of its terms by Lessee, a member of the Lessee, or a guest of a member.

B. Managing Agencies shall individually have the discretionary right to terminate and cancel this Lease for any reason upon providing the Lessee written notice at least ninety (90) days prior to the noticed termination date. In the event that Managing Agencies terminate the Lease for reasons not related to a violation of the Lease by Lessee, then Managing Agencies shall prorate the Rent and the annual period of the Lease. Managing Agencies shall return the prorated portion of the Rent in the amount representing the annual period cancelled.

C. Lessee may terminate this Lease if by reason of a sale of a portion of the Premises the remainder of the Premises will no longer serve the Lessee's intended purpose.

D. To exercise the above options: the party shall give written notice to the other which notice shall specify the reason or reasons for the exercise of the option.

E. Cancellation or termination under this Paragraph 8 shall become effective sixty (60) days after the mailing of the notice of termination.

F. In the event of termination under this Paragraph 8, any unearned Rent shall be refunded to the Lessee in accordance with the terms of Paragraph 3, but no compensation shall be payable by Managing Agencies for any improvements made by the Lessee.

9. **Termination in the Event of Sale**. In the event either of the Managing Agencies enters into a contract to sell all or any part of the Premises, the Managing Agencies shall promptly advise Lessee thereof in writing and, upon the closing of the sale, this Lease shall terminate as to the portion of the Premises which is sold unless the buyer of the property assumes the Lease. In the event of termination under this Paragraph 9, any unearned Rent shall be refunded to the Lessee in accordance with the terms of Paragraph 3 but no compensation shall be payable by Managing Agencies for any improvements made by the Lessee.

10. **Default by Lessee.** The failure of Lessee to pay any of the sums herein provided or to keep, fulfill and perform any or the terms and provisions of the Lease on its part to be kept and performed, time being of the essence hereof, shall constitute a breach of this Lease at the option of Managing Agencies, so as to terminate all rights, privileges and interests of the Lessee herein. With respect to default of any of the provisions of this Lease by the Lessee, except for nonpayment, Managing Agencies shall provide to Lessee written notice of any breach of the Lease term(s) and or condition(s) and Lessee shall have thirty (30) days to correct the condition, or commence and diligently pursue corrective action if the condition cannot be corrected in thirty (30) days. Failure of Lessee to complete the correction within a reasonable time as determined by Managing Agencies shall constitute a breach of this Lease.

    In the event of a breach of this Lease, Lessee will pay to Managing Agencies all costs and other expenses, including reasonable attorneys' fees, which may be incurred by Managing Agencies in enforcing their rights hereunder, together with such other actual damages as Managing Agencies may actually sustain by reason of said breach, and Managing Agencies may, in such event, declare the term ended and may reenter and take possession of the Premises. All rights, remedies and privileges of Managing Agencies shall be cumulative, and in the event of a breach, the election or enforcement of one or more shall not be deemed to be a waiver of any or all others.

11. **Quiet Enjoyment and Right of Use**. Managing Agencies covenant that, if Lessee shall pay and otherwise perform all of the agreements herein, Lessee shall peaceably and quietly have, hold, possess and use the Premises for and during the term hereof without any hindrance by Managing Agencies. Managing Agencies shall have the right of ingress and egress to, from, and upon the Premises for all purposes necessary to their full, quiet enjoyment of the rights conveyed herein. Managing Agencies shall have the right to enter and occupy the Premises for all purposes necessary to meet their designated responsibilities, including protection of the Premises. Managing Agencies shall have authority and shall, through their agents, officers and employees, take all reasonable measures to provide security against property damage, property degradation, and unauthorized uses or any use thereof not in conformance with this Lease. Lessee acknowledges that Managing Agencies may grant other persons, organizations, or entities the right to use the Premises for any purpose, other than hunting.

12. **Notices**. All notices required or permitted shall be in writing and mailed by Certified United States Mail, postage prepaid, return receipt requested, addressed to the other party at the address as stated herein, or to such other address as any party may designate by notice complying with the details of giving notice. Each such notice shall be deemed delivered on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

13. **Hunting**. This Lease specifically grants to Lessee full hunting and fishing privileges on the Premises, except the two (2) reclaimed lakes. Lessee shall not use a boat for any purpose and shall not fish on the two (2) reclaimed lakes. The hunting and fishing privileges herein granted are to be exercised in strict accordance with the laws of the State of Florida and the United States of America,

and the rules and regulations of the Florida Fish and Wildlife Conservation Commission ("FWCC"), or any other duly constituted body having authority to make rules and regulations pertaining to the hunting, taking or catching of game birds, game animals and fish. Hunting seasons will coincide with those established by the FWCC. Harvesting records will be maintained noting kill date, weight, condition, and sex of each animal harvested. This data will be included with each annual report submitted to Managing Agencies. Should wildlife populations decrease, the allowable take will be adjusted to maintain healthy populations.

14. **Hunting Rules and Regulations**. At a minimum, Lessee's hunting rules and regulations shall encompass the following:

A. Dogs. Dogs will not be allowed other than for bird hunting until the opening of dog season. All dogs shall be vaccinated for rabies prior to being brought onto the Premises and shall display valid rabies tag at all times.

B. Hunt Club Membership. Membership will be limited to a maximum of one member for every one hundred seventy-five (175) acres of the Premises. Membership applications will require the applicant to fill out a questionnaire of whether he/she has ever been charged or convicted of any violation of any laws, rules or regulations of the Florida Fish and Wildlife Conservation Commission or its predecessors or successors, or any violation of any law, rule, ordinance or regulation related to hunting, wildlife preservation, fishing, or game laws. A sample Membership Application is attached as Exhibit "F" hereto. Lessee will use this information for denial or approval of membership. When granting membership, Lessee shall not discriminate as prohibited by federal, state and local laws.

C. Guests. Members can only have one (1) guest at a time, per day, and no hunting guest shall be allowed to hunt more than a total of six (6) days per season. All guests will be required to sign liability releases as referenced in sub-paragraph 6.C, above, and this is the responsibility of the member and must be witnessed by the member. Lessee shall provide Managing Agencies with copies of its membership list and its rules and regulations, which shall be updated on an annual basis.

D. General Rules and Restrictions. Lessee, its members and their guests, shall comply with the following hunting rules and restrictions within the Premises.

1. Hunter orange must be worn during deer season. This is during the deer season only, not in bow or spring gobbler season.

2. Turkey beards must be retained for sex evidence in spring gobbler season.

3. All game, deer, turkey, and hogs are required to be weighed, photographed, sex identified and condition measured and recorded on game harvest reports. The game harvest reports [prepared by hunt club – submitted to FWCC] will be submitted to the Managing Agencies and the Wildlife Biologist after each hunting season for review and to determine if the populations are sustainable and healthy.

4. No hunting or discharging of a firearm or primitive weapon on or across any road, or in the vicinity of any occupied shelter or structure at any time; this includes any well building, utility pump house, storage facility, control unit, or any building or facility where employees or contractors of the Managing Agencies may be working or might possibly be entering or exiting, any day of the week at any time.

5. Hunting access will be limited to existing major roads within the Primitive Hunt Area. Fire lanes and trails are closed to vehicular access and all-terrain vehicles are not permitted off the existing roads. The Managing Agencies shall provide the Lessee with access to the Premises; Lessee shall receive one (1) key card per registered member. The Lessee and the registered member shall notify the Managing Agencies immediately upon loss or misplacement of a key card. The Lessee shall pay the Managing Agencies $50 for each key card replacement. The member shall not be allowed more than one (1) activated key card at any one time. Upon loss, misplacement or issuance of a replacement key card, the Managing Agencies shall deactivate the original key card.

6. A buffer zone has been established within the boundaries of the Premises:

   a. No hunting within three hundred (300') feet of the perimeter boundary of the Premises.

   b. Hunting is restricted to primitive weapons and shot guns within one thousand three hundred twenty (1320') feet of the no hunting perimeter described above. For identification purposes, the Florida Power & Light easement closely defines the three hundred (300') feet primitive weapons/archery-only buffer zone on a portion of the Premises along the eastern boundary line.

7. Feral hog hunting will be open [to take] year round by trapping and modern gun, subject to those hunting restrictions stated herein.

15. **Care of Premises**.

A. Maintenance. Lessee shall, at its sole expense, keep and maintain all fences and gates in their present condition or as subsequently repaired or replaced by Managing Agencies. Lessee shall secure the Managing Agencies approval for the construction of the improvements to provide for a portable septic system and shall secure all permits as required by law.. Lessee shall provide, to the Managing Agencies within ten (10) business days of the Managing Agencies' written request, the copies of all disposal records for the portable septic system. Lessee shall keep the premises clean and free all solid waste material, garbage and trash. Lessee shall be prohibited from storage of tires, boats, equipment, incapacitated vehicles and other similar personal property.

B. Safeguarding. The Lessee will provide oversight and reasonable patrolling of the leased premises in order to exclude trespassers; observe and report to the Managing Agencies any and all trespass occurrences; and be on the lookout at all times for any fire which may occur on the premises. In the event of a fire on the premises, the Lessee or any of its members having knowledge of the fire will immediately notify the Managing Agencies, the State Forestry Service and such other governmental agencies as may be able to afford assistance.

16. **Right of Entry**. Managing Agencies, their agents, officers and employees, may at any time enter the Premises for the purpose of inspecting the same or showing the Premises, or portions thereof, to prospective buyers, and shall have the right to use the Premises for any purpose not inconsistent with this Lease. Lessee shall give to Managing Agencies keys to all locks installed by Lessee.

17. **Successors and Assigns**. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Managing Agencies. Lessee shall execute this Lease in triplicate, and upon execution by all Parties any of the three may be considered an original. Each member, guest or invitee of Lessee who is permitted to use the Premises shall agree to be bound by the terms of this Lease, which the Lessee is obligated to perform.

18. **Severability**. In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Lease.

19. **Force Majeure**. No party to this Lease shall be liable for non-performance of any obligation herein if such non-performance is caused by Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including but not limited to fire, flood, acts of God, war, acts of terrorism or other unforeseeable accidents.

20. **Recording**. This Lease shall not be recorded. If it is recorded, the Lessee shall, upon demand, execute and deliver a quitclaim deed to Managing Agencies. If Lessee fails to do so, Lessee shall pay all expenses of a suit to expunge the Lease from the public records, including reasonable attorneys' fees.

21. **Additional Provisions**. In the event of a conflict between the terms of the original Hunting Lease, as amended and renewed, and this Amended and Renewed Hunting Lease, this Amended and Renewed Hunting Lease shall control.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Lease, by and through their duly authorized representatives, on the respective dates below.

Witnesses:

_____

_____
Printed Name

_____

_____
Printed Name

City of Port Orange, a municipal corporation

By: _____
M. H. Johansson, City Manager

Attest:

_____
Robin L. Fenwick, CMC, City Clerk

Date: _____

Attest:

_____
James T. Dineen
County Manager

County of Volusia, a political subdivision of the State of Florida

By: _____
Ed Kelley
County Chair

Date: _____

Witnesses:

_____

_____
Printed Name

_____

_____
Printed Name

Smokey Hunt Club, Inc., a Florida corporation

By: _____

Attest: _____

Date: _____

EXHIBIT "A"

LEASED PREMISES

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 31 EAST; AND TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03' WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25' WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664,69 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 02°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17: THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 11, A PORTION OF THE WEST ½ OF SECTION 14, A PORTION OF THE SOUTH ½ OF SECTION 15, AND A PORTION OF THE SOUTH ½ OF SECTION 16, ALL BEING IN TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, THENCE ALONG THE WEST LINE OF SAID SECTION 11 RUN N 03°22'05" W, A

DISTANCE OF 1391.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD (A 200 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE N 88°45’25” E, A DISTANCE OF 1459.81 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF TOMOKA FARMS ROAD (AS RECORDED IN MAP BOOK 1, PAGES 23 THROUGH 39 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE THE FOLLOWING 45 COURSES AND DISTANCES; S 18°10’45” E, A DISTANCE OF 58.46 FEET; THENCE S 18°03’52” E, A DISTANCE OF 200.00 FEET; THENCE S 18°27’56” E, A DISTANCE OF 100.00 FEET; THENCE S 18°24’30” E, A DISTANCE OF 100.00 FEET; THENCE S 17°50’07’ E, A DISTANCE OF 100.00 FEET; THENCE S 17°57’00” E, A DISTANCE OF 100.00 FEET; THENCE S 18°03”52” E, A DISTANCE OF 200.00 FEET; THENCE S 17°50’07” E, A DISTANCE OF 100.00 FEET; THENCE S 17°32’56” E, A DISTANCE OF 100.00 FEET; THENCE S 23°15’52” E, A DISTANCE OF 100.40 FEET; THENCE S 17°32’56” E, A DISTANCE OF 100.00 FEET; THENCE S 10°42’54” E A DISTANCE OF 100.84 FEET, THENCE S 15°04’04” E, A DISTANCE OF 88.49 FEET; THENCE S 08°53'42” E, A DISTANCE OF 100.10 FEET; THENCE S 08°12’30” E, A DISTANCE OF 100.05 FEET; THENCE S 06°50’02” E, A DISTANCE OF 100.00 FEET; THENCE S 06°56’55” E, A DISTANCE OF 100.00 FEET; THENCE S 06°05’21” E, A DISTANCE OF 800.01 FEET; THENCE S 06°22’32” E, A DISTANCE OF 100.00 FEET; THENCE S 05°48’09” E, A DISTANCE OF 100.00 FEET; THENCE S 06°22’32” E, A DISTANCE OF 100.00 FEET; THENCE S 06°08’47” E, A DISTANCE OF 100.00 FEET; THENCE S 06°36’17” E, A DISTANCE OF 100.00 FEET; THENCE S 05°48’09” E, A DISTANCE OF 100.00 FEET; THENCE S 06°22’32” E, A DISTANCE OF 400.00 FEET; THENCE S 05°48’09” E, A DISTANCE OF 100.00 FEET; THENCE S 06°22’32” E, A DISTANCE OF 100.00 FEET; THENCE S 05°48’09” E, A DISTANCE OF 100.00 FEET; THENCE S 06°22’32” E, A DISTANCE OF 600.00 FEET; THENCE S 05°48’09” E, A DISTANCE OF 100.00 FEET; THENCE S 06°39’43” E, A DISTANCE OF 200.00 FEET; THENCE S 05°48’09” E, A DISTANCE OF 100.00 FEET; THENCE S 05°34’24” E, A DISTANCE OF 100.01 FEET; THENCE S 06°36’17” E, A DISTANCE OF 100.00 FEET; THENCE S 06°56’55” E, A DISTANCE OF 100.00 FEET; THENCE S 06°22’32” E, A DISTANCE OF 100.00 FEET; THENCE S 06°39’43” E, A DISTANCE OF 200.00 FEET; THENCE S 06°22’32” E, A DISTANCE OF 100.00 FEET; THENCE S 06°39’43” E, A DISTANCE OF 200.00 FEET; THENCE S 10°14’17” E, A DISTANCE OF 108.68 FEET; THENCE S 08°35’15” E, A DISTANCE OF 101.12 FEET; THENCE S 16°32’44” E, A DISTANCE OF 200.01 FEET; THENCE S 19°07’23” E, A DISTANCE OF 400.24 FEET; THENCE S 17°24’18” E, A DISTANCE OF 100.00 FEET; THENCE S 14°55’03” E, A DISTANCE OF 75.90 FEET; THENCE DEPARTING SAID PRESCRIPTIVE RIGHT OF WAY LINE RUN THE FOLLOWING 20 COURSES AND DISTANCE ALONG A FENCE LINE; S 88°53’10” W, A DISTANCE OF 514.92 FEET; THENCE S 88°09’06” W, A DISTANCE OF 410.91 FEET; THENCE S 88°34’20” W, A DISTANCE OF 166.19 FEET; THENCE S 87°59’19” W, A DISTANCE OF 330.63 FEET; THENCE S 88°34’57” W, A DISTANCE OF 167.79 FEET; THENCE S 87°45'50” W, A DISTANCE OF 161.70 FEET; THENCE S 88°02’21” W, A DISTANCE OF 330.52 FEET; THENCE S 88°58’14” W, A DISTANCE OF 85.62 FEET; THENCE S 88°05’28” W, A DISTANCE OF 148.69 FEET; THENCE S 87°35’15” W, A DISTANCE OF 94.48 FEET; THENCE S 87°24’39” W, A DISTANCE OF 165.06 FEET; THENCE S 88°53’05” W, A DISTANCE OF 94.15 FEET; THENCE S 88°48’57” W, A DISTANCE OF 1067.37 FEET; THENCE S 83°55’42” W, A DISTANCE OF 138.00 FEET; THENCE S 87°54’50” W, A DISTANCE OF 242.71 FEET; THENCE S 84°59’48” W, A DISTANCE OF 88.03 FEET; THENCE S 88°29’38” W, A DISTANCE OF 328.93 FEET; THENCE S 88°05’05” W, A DISTANCE OF 329.56 FEET; THENCE S 87°31’46” W, A DISTANCE OF 327.03 FEET; THENCE S 00°51’47” E, A DISTANCE OF 37.05 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE S 88°36’04” W, A DISTANCE OF 2667.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF AFORESAID SECTION 16, S 88°18’43” W, A DISTANCE OF 5239.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION N 01°54’16” W, A DISTANCE OF 2029.42 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT

OF WAY LINE OF SHUNZ ROAD; THENCE ALONG SAID RIGHT OF WAY LINE S 87°08’28” E, A DISTANCE OF 2459.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, A CENTRAL ANGLE OF 15°53’15” AND A CHORD BEARING OF N 84°54’55” E, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 637.77 FEET; THENCE N 76°58’17” E, A DISTANCE OF 1787.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 12°34'01” AND A CHORD BEARING OF N 70°41’17” E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 460.60 FEET TO AN INTERSECTION WITH THE WESTERLY SECTION LINE OF AFORESAID SECTION 15; THENCE ALONG SAID WESTERLY LINE S 00°58’36” E, A DISTANCE OF 673.58 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 88°36’04” E, A DISTANCE OF 2679.80 FEET; THENCE N 88°36’04” E, A DISTANCE OF 2685.82 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE ALONG SAID EAST LINE N 00°55’57” W, A DISTANCE OF 3725.42 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 11 AND THE POINT OF BEGINNING;

TOGETHER WITH:

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 16 SOUTH, RANGE 32 EAST OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF BEGINNING, RUN S 00°55’57” E, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2707.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 00°55’57” E, ALONG SAID EAST LINE, A DISTANCE OF 1018.03 FEET; THENCE DEPARTING SAID EAST LINE, S 88°36’04” W, PARALLEL TO THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 2685.82 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 88°36’04” W, A DISTANCE OF 2679.80 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE N 00°58’36” W, ALONG SAID WEST LINE, A DISTANCE OF 673.56 FEET TO THE SOUTHERLY LINE OF WILLOW RUN BOULEVARD EXTENSION WEST (A 200 FOOT EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) ALSO KNOWN AS SHUNZ ROAD, AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 15°21’08”, AND A CHORD BEARING OF NORTH 56°43’44” EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 562.69 FEET TO THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE ALONG SAID ARC, AND SAID EASEMENT LINE, THROUGH A CENTRAL ANGLE OF 08°12’58”, A DISTANCE OF 301.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: N 40°50’13” E, A DISTANCE OF 2976.78 FEET TO THE EAST LINE OF THE AFORESAID NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE N 40°50’13” E, A DISTANCE OF 410.96 FEET TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE CONTINUE N 40°50’01” E, A DISTANCE OF 1092.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 47°55’13”, AND A CHORD BEARING OF N 64°47’49.5” E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1589.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 88°45’25” E, A DISTANCE OF 225.93 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE DEPARTING THE AFORESAID EASEMENT LINE, S 03°22’05” E, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1391.99 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

THE WEST ONE HALF (W½) OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST,

EXCEPT, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN S 00°22’38” E ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 22 A DISTANCE OF 2613.69 FEET TO A ¾ INCH IRON PIPE; THENCE RUN N 01°13’33” W ALONG THE WESTERLY MONUMENTED SUBDIVISION LINE OF TOMOKA FARMS, A PLAT AS RECORDED IN MAP BOOK 22 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 2613.78 FEET; TO THE NORTH LINE OF SAID SECTION 22, THENCE RUN N 89°20’09” E ALONG SAID NORTH SECTION LINE A DISTANCE OF 38.75 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

ALL OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 31 EAST LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE NORTHWEST ONE QUARTER (NW¼) AND THE NORTH ONE HALF OF THE SOUTHWEST ONE QUARTER (N½ OF THE SW¼) AND THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SE¼ OF THE SW¼) AND THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SW¼ OF THE SW¼) LESS AND EXCEPT THE SOUTH THREE QUARTERS OF THE EAST ONE HALF OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (S¾ OF THE E½ OF THE SW¼ OF THE SW¼) AND EXCEPT THE WEST 200 FEET OF THE EAST 860 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND ALSO EXCEPT THE NORTH 200 FEET OF THE EAST 860 FEET OF THE SOUTH 1190 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SE¼ OF THE NW¼) EXCEPT THE NORTH 8 CHAINS OF THE WEST 4 CHAINS THEREOF AND THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SW¼ OF THE NW¼) EXCEPT THE NORTHEAST ONE QUARTER (NE¼) THEREOF, AND THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THOSE LANDS DEEDED PER OFFICIAL RECORD BOOK 3276, PAGE 0077 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; SAID EXCEPTION CONTAINING 199.56 ACRES, MORE OR LESS;

TOGETHER WITH:

ALL OF SAID SECTION 33, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 32 EAST:

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S 01°10’35” E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10’35” E ALONG SAID EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE S 01°10’54” E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01’59” W ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE S 88°01’42” W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF N 37°06’49” E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19’15”, FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57’11” E A DISTANCE OF 1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24’32” E, A CHORD DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54’41”, FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51’52” E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22’07” E, A CHORD DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00’30”, FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52’22” E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (E½ OF THE NE¼) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10,

THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08’22” E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33’02” E 403.94 FEET; THENCE S 33°09’59” E, 496.21 FEET; THENCE S 31°46’56” E, 347.95 FEET; THENCE S 30°43’20” E, 282.76 FEET; THENCE S 12°53’21” E, 276.95 FEET; THENCE S 19°01’14” E, 231.14 FEET; THENCE S 21°07’52” E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47’39” W, 1519.25 FEET; THENCE N 04°12’23” W, 346.28 FEET; THENCE N 26°28’24” W, 379.35 FEET; THENCE N 03°52’27” W, 388.74 FEET; THENCE N 24°21’24” W, 268.89 FEET; THENCE N 09°21’27” W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27’09” E;

TOGETHER WITH:

THAT PORTION OF THE WEST ½ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17’44” E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04’30” W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42’57” W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03’03” W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26’51” W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46’26” W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57’30” W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51’39” W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20’57” W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14’27” W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06’30” W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56’27” W, A DISTANCE OF 282.76 FEET, THENCE RUN N 32°00’05” W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23’08” W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46’11” W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30’35” E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

EXHIBIT "B"

SCHEDULED HUNT AREA

PORTION OF TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S 01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'15", FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF 1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51'52" E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22'07" E, A CHORD DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52'22" E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (E½ OF THE NE¼) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

TOGETHER WITH:

THAT PORTION OF THE WEST ½ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04'30" W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42'57" W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03'03" W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26'51" W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46'26" W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57'30" W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51'39" W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20'57" W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14'27" W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06'30" W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56'27" W, A DISTANCE OF 282.76 FEET, THENCE RUN N 32°00'05" W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23'08" W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46'11" W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30'35" E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

EXHIBIT "C"

Primitive Hunt Area

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST AND TOWNSHIP 16 SOUTH, RANGE 31 EAST DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03' WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25' WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664,69 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 02°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17: THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THAT PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST SOUTH OF SAID RIGHT OF WAY OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPTING THE EAST 875 FEET.

EXHIBIT "D"

Lease Charges 2017-18 2nd Renewal					
	Wholly Owned City	**City Portion of Joint**	**County Portion of Joint**	**Wholly County**	**Total**
Acres	7,222	3,214	3,214	1,316	11,752
Cost per Acre	$9.50585	$4.93886	$4.93886	$9.87771	
Lease	$68,651.23	$15,873.49	$15,873.49	$12,999.07	$113,397.27
Annual Lease Billed By City	$84,524.71				
Annual Lease Billed by County	$28,872.56				
Total Annual Lease	$113,397.27				

Note: These payments reflect a negotiated increase per acre cost of 7.8%. The increase of 7.8% per acre cost reflects the cumulative increase in CPI-U South Urban from January 2011 through December 2015 as allowed for in paragraph 2 of the original lease signed in 2011.

HUNTING LEASE

THIS LEASE, made this 4th day, of August, 2011, by and between the COUNTY OF VOLUSIA, a political subdivision, with it's primary office in Deland, FL., whose mailing address is 123 W Indiana Ave, Deland, Florida 32720, and the CITY OF PORT ORANGE, a Florida municipality, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119, hereinafter called the "Managing Agencies" for the lands described in paragraph 1 below, and whose address is 840 Gray Road, Cocoa, Florida 32926, hereinafter called the Lessee.

WITNESSETH:

1. Description of Premises. In consideration of the covenants herein contained on the part of the Lessee to be kept and performed, the Managing Agencies do hereby lease unto the Lessee and the Lessee does hereby rent from the Managing Agencies that certain real property located in Volusia County, Florida, as described in **"Exhibit A"** attached hereto, and hereinafter the "Premises".

2. Lease Term. Unless sooner canceled as hereinafter provided, the term of this lease shall commence August 1, 2011 and terminate on July 31, 2016,, This agreement may be extended annually in one year increments for up to (5) additional years, upon mutual consent of the Lessee and the Managing Agencies. Increases in the price may be adjusted commencing at the first renewal period beginning August 1, 2016), based on the cumulative increase in the Consumer Price Index (CPI) for the Southern States between January 1, 2011 and December 31, 2015.

3. Rental. The Lessee shall pay to the Managing Agencies an annual rental of $104,550.00 or such greater or lesser amount determined as herein provided. The annual rental shall be paid by July 1st of every year over the term of this agreement.

   It is the understanding of the parties that the rental shall be computed at the rate of $8.50 for each acre of land that is available to the Lessee under this lease. The number of acres initially assumed to be available is 12,300. The legal description and map of the acreage is attached hereto as **"Exhibit A"**. An adjustment will be made in the initial annual rent if either party shall show, within sixty- (60) days after the execution of this lease, that the acreage involved is more or less than 12,300.

   If any land is subsequently excluded from this lease by sale or partial cancellation, the rent shall be adjusted accordingly and the Lessee shall receive a pro rata refund for any rent that has been paid in advance for the portion excluded. Any said refund shall be determined by the managing parties, based on the ownership of the land. A determination of this amount shall be made by prorating any prepaid rent on a daily basis at the lease term rate of $8.50 for each acre excluded from the lease.

4. The Port Orange City Forester and The County Of Volusia Land Manager shall be designated to oversee lease activities on-site. The revenue shall be paid to the County of Volusia and to the City of Port Orange based on the total acreage of the wholly owned and jointly owned lands held by the respective Managing Agencies.

5. Acceptance and Use of Premises: The Lessee has inspected the premises and accepts them as is. The Lessee covenants to use the same in accordance with all applicable laws with respect to the use or occupancy of the property. The Lessee agrees to make no illegal, unlawful or improper use of said land. The lessee shall not construct any improvements on the rental property without the written consent by the Managing Agencies. If such construction is approved by the Managing Agencies, the Lessee covenants that it shall promptly pay any material man or contractor performing any work upon the rental premises and covenants and agrees to hold the Managing Agencies harmless for any obligation or expense therein. The Lessee covenants and agrees to use said premises for hunting, picnicking and fishing recreation by its members and their guests. The Lessee will neither use nor suffer the same to be used for any other purposes. The Lessee will hold the Managing Agencies harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through any use or misuse of said property or by reason of any act or thing done or undone on or about said property. The Lessee shall do nothing to interfere in any way with the Managing Agencies' use of the property for forestry, silviculture, water production, wetland mitigation and gopher tortoise mitigation. In addition, the Lessee is expressly prohibited from allowing the operation and use of motorcycles, mopeds and all-terrain vehicles on any part of the leased premises for racing or contests of any type. Such vehicles may be used by the Lessee's members and their guests for purposes of transportation around the leased premises so long as they are used in a manner not to damage the property.

6. Indemnification and Insurance: The Lessee agrees to indemnify and hold harmless the Managing Agencies, its officers, employees and agents, as to any acts or omissions by the Lessee, its employees, agents, members, guests or invitee. The Lessee agrees to purchase and maintain at its expense public liability insurance, insuring Managing Agencies and Lessee against claims for bodily injury, personal injury and property damage, with limits of not less than $1,000,000.00 per occurrence for damage occurring to any person or property upon or about the premises during the lease term, and further agrees that the Managing Agencies shall be named as an additional insured in such policy as it may apply to the lands herein described. The coverage and form of said insurance policy must be satisfactory to the Managing Agencies. All insurance policies provided for in this lease shall contain a provision that the policies cannot be canceled without thirty- (30) days written notice to the Managing Agencies and all such insurance shall be affected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the state of Florida. At least fifteen (15) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by the Lessee to the Managing Agencies. Within fifteen (15) days after the premium on any policy shall become due and payable, the Managing Agencies shall be furnished with satisfactory evidence of its payment. The Lessee shall provide the Managing Agencies with a complete copy of the insurance policy in force during any period of this lease.

7. Assignment and Subletting: The Lessee may not assign this lease or sublet any part of said premises.

8. Alterations and Improvements: The Lessee may make such additions and improvements to the property as are first approved in writing by the Managing Agencies. All such improvements shall be at the sole expense and risk of the Lessee and be in compliance with all applicable land development, zoning, building and other laws, ordinances and codes. In the event of the termination of this lease for any reason, the Lessee shall have thirty (30) days thereafter to remove any improvements it has placed upon the property. Any such Lessee improvements not so removed shall become the property of the Managing Agencies with no obligation to compensate the Lessee therefor.

9. Options to Terminate Lease:

(a) The Managing Agencies may terminate or cancel this lease for a violation - of its terms by the Lessee, a member of the Lessee, or a guest of a member.

(b) The Managing Agencies shall individually have the discretionary right to terminate and cancel this lease for any reason upon providing the Lessee written notice at least ninety (90) days prior to the noticed termination date. In the event that the Managing Agencies terminate the lease for reasons not related to a violation of the lease by Lessee, then the Managing Agencies shall prorate the annual payment and the annual period of the lease. The Managing Agencies shall return the prorated portion of the annual payment in the amount representing the annual period cancelled.

(c) The Lessee may terminate this lease if by reason of a sale of a portion of the premises, the remainder of the property will no longer serve the Lessee's intended purpose.

(d) To exercise the above options; the party shall give written notice to the other which notice shall specify the reason or reasons for the exercise of the option.

(e) A cancellation or termination under this paragraph 9 shall become effective sixty-(60) days after the mailing of the notice of termination.

(f) In the event of termination under this paragraph 9, any unearned rent shall be refunded to the Lessee in accordance with the terms of paragraph 3 but no compensation shall be payable by the Managing Agencies for any improvements made by the Lessee.

10. Termination in the Event of Sale: In the event either of the Managing Agencies enters into a contract to sell all or any part of the property, the Managing Agencies shall promptly advise the Lessee thereof in writing and, upon the closing of the sale, this lease shall terminate as to the portion of the premises which is sold unless the buyer of the property assumes the lease. In the event of termination under this paragraph 10, any unearned rent shall be refunded to the Lessee in accordance with the terms of paragraph 3 but no compensation shall be payable by the Managing Agencies for any improvements made by the Lessee.

11. Default of Lessee: The failure of the Lessee to pay any of the sums herein provided or to keep, fulfill and perform any of the terms and provisions of the lease on its part to be kept and performed, time being of the essence hereof, shall constitute a breach of this lease at the option of the Managing Agencies, so as to terminate all rights, privileges and interests of the Lessee herein. With respect to default of any of the provisions of this lease by the

Lessee, except for nonpayment, the Managing Agencies shall provide to the Lessee written notice of any breach of the lease term(s) and or condition(s) and the Lessee shall have thirty (30) days to correct the condition, or commence and diligently pursue corrective action if the condition cannot be corrected in 30 days. Failure of the Lessee to complete the correction within a reasonable time as determined by the Managing Agencies shall constitute a breach of this lease.

In the event of a breach of this lease, the Lessee will pay to the Managing Agencies all costs and other expenses, including attorney's fees, which may be incurred by the Managing Agencies in enforcing its rights hereunder, together with such other actual damages as the Managing Agencies may actually sustain by reason of said breach, and the Managing Agencies may, in such event, declare the term ended and may reenter and take possession of said premises. All rights, remedies and privileges of the Managing Agencies shall be cumulative, and in the event of a breach, the election or enforcement of one or more shall not be deemed to be a waiver of any or all others.

12. Quiet Enjoyment and right of use: The Managing Agencies covenant that, if the Lessee shall pay and otherwise perform all of the agreements herein, the Lessee shall peaceably and quietly have, hold, possess and use the leased premises for and during the term hereof without any hindrance by the Managing Agencies. The Managing Agencies shall have the right of ingress and egress to, from, and upon the leased premises for all purposes necessary to their full, quiet enjoyment of the rights conveyed herein. The Managing Agencies shall have the right to enter and occupy the property for all purposes necessary to meet their designated responsibilities, including protection of the property. The Managing Agencies shall have authority and shall, through their agents and employer, take all reasonable measures to provide security against property damage, property degradation, and unauthorized uses or any use thereof not in conformance with this lease. The lessee acknowledges that the Managing Agencies may grant other persons, organizations, or entities the right to use the leased premises for any purpose, other than hunting.

13. Notices: All notices required or permitted shall be in writing, mailed by certified mail, postage prepaid, return receipt requested, addressed to the other party at the address as stated herein, or to such other address as any party may designate by notice complying with the details of giving notice. Each such notice shall be deemed delivered on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

14. Hunting: This lease specifically includes to the Lessee the full hunting and fishing privileges on the Premises. The hunting and fishing privileges herein granted are to be exercised in strict accordance with the laws of the State of Florida and the United States of America and the rules and regulations of the Florida Fish and Wildlife Conservation Commission, or any other duly constituted body having authority to make rules and regulations pertaining to the hunting, taking or catching of game birds, game animals and fish. All hunting shall be in accordance with the Lessee's hunting rules and regulations.

15. Lessee's Hunting rules and regulations: At a minimum the lessee's shall encompass the following Bylaws or Hunting rules and regulations;

    (a). Dogs- Dogs will not be allowed other than for bird hunting until the opening of dog season. All dogs shall be vaccinated for rabies prior to being brought onto the premises and shall display valid rabies tag at all times.

(b) Membership- Membership will be limited to a maximum of one member for every 175 acres of the leased premises. Membership applications will require the applicant to fill out a questionnaire of whether he/she has ever been charged or convicted of any violation of any laws, rules or regulations of the Florida Fish and Wildlife Conservation Commission or its predecessors or successors, or any violation of any law, rule, ordinance or regulation related to hunting, wildlife preservation, fishing, or game laws. Membership application is attached as "**Exhibit B**". The lessee will use this information for denial or approval for membership. When granting membership, Lessee shall not discriminate as prohibited by federal, state and local laws.

(c) Guests- Members can only have one (1) guest at a time per day and no hunting guest shall be allowed to hunt more than a total of six (6) days per season. All guests will be required to sign liability releases and this is the responsibility of the member and must be witnessed by the member. Attached hereto as "**Exhibit C**".

(d) General rules of all hunts:

1. Hunter orange must be worn during deer season. This is during the deer season only, not in bow or spring gobbler season.

2. Turkey beards must be retained for sex evidence in spring gobbler season.

3. All game, deer, turkey, and hogs are required to be weighed, photographed, sex identified and condition measured and recorded on game harvest reports. The game harvest reports will be submitted to the Managing Agencies and the Wildlife Biologist after each hunting season for review and to determine if the populations are sustainable and healthy.

16. Ecosystems management: The parties understand that the Managing Agencies are engaged in the preparation of a Management Plan and interlocal agreement which may include, but not limited to, forest silviculture activities, wetland mitigation, wetland enhancement/restoration, gopher tortoise mitigation, prescribed burning, habitat enhancement/restoration and reforestation. The hunting and fishing rights granted to the Lessee are on condition that the Lessee will so exercise said rights as not to interfere with these stipulated activities upon said lands. All prescribed burning will be conducted under the supervision of the Managing Agencies or their designated representatives.

Lessee shall not conduct any activity or use the Premises in any way inconsistent with any and all provisions of the Port Orange Mitigation Bank, as authorized under SJRWMD permit number 4-127-64024-1 and ACOE permit number 2003-7849, and upon notice to Lessee, in accordance with any permit issued subsequent to this lease.

No timber, plants, minerals, sand or forest products may be removed from said premises by the Lessee without the express written consent of the Managing Agencies excluding legal game and fire wood for camp fires. Excavation, chopping, and clearing are prohibited without the express written consent of the Managing Agencies. Grading and road repair shall be allowed, within the road area previously disturbed.

17. Care of Premises:

(a) Maintenance: The Lessee shall, at its sole expense, keep and maintain all fences and gates in their present condition or as subsequently repaired or replaced by the Managing Agencies.

(b) Safeguarding: The Lessee will provide oversight and reasonable patrolling of the leased premises in order to exclude trespassers; observe and report to the Managing Agencies any and all trespass occurrences; and be on the lookout at all times for any fire which may occur on the premises. In the event of a fire on the premises, the Lessee or any of its members having knowledge of the fire will immediately notify the Managing Agencies, the State Forestry Service and such other governmental agencies as may be able to afford assistance.

18. Right of Entry: The Managing Agencies, its agents, officers and employees, may at any time enter the leased premises for the purpose of inspecting the same or showing the leased premises to prospective buyers, and shall have the right to use the property for any purpose not inconsistent with this lease. The Lessee shall give to the Managing Agencies keys to all locks installed by the Lessee.

19. Liability of Members and Guests: All members, guests and invitee of the Lessee entering the leased premises for any purpose shall, before entering said premises, sign an agreement on the form attached hereto as **"Exhibit C"** agreeing to comply with the terms of this lease and to indemnify and hold harmless the Managing Agencies against any and all claims, demands, causes of action, suits or judgments and all expenses and fees incurred in connection therewith for death or injuries to persons, or loss or damage to property, arising out of or in any manner connected with the occupancy or use of the premises by such member, guest or invitee of the Lessee. In the event of any such claim, demand or suit, notice shall promptly be given to the Managing Agencies and the Managing Agencies shall have the right to defend or settle the same in its discretion. This release shall further provide that the member, guest or invitee relinquishes and releases all claims of every nature which he or his heirs, successors or assigns shall have arising out of any occurrence upon or related to the premises. Each signature on the agreement shall be notarized.

The Lessee shall provide the Managing Agencies with copies of its membership list and its rules and regulations, which shall be updated on an annual basis.

20. Successors and Assigns: This lease shall be binding upon and inure to the benefit of the successors and assigns of the Managing Agencies. Lessee shall execute this Lease in triplicate, and upon execution by all Parties, any of the three may be considered an original. Each member, guest or invitee of the Lessee who is permitted to use the Premises shall agree to be bound by the terms of this lease, which the Lessee is obligated to perform.

21. Severability: In the event one or more clauses for this lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the lease.

22. Force Majeure: No party to this lease shall be liable for non-performance of any obligation under this lease if such non-performance is caused by Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including but not limited to fire, flood, acts of God, war, acts of terrorism, or other unforeseeable accidents.

23. Recording: This lease shall not be recorded. If it is recorded, the Lessee shall, upon demand, execute and deliver a quitclaim deed to the Managing Agencies. If the Lessee fails to do so, the Lessee shall pay all expenses of a suit to expunge the lease from record, including reasonable attorney's fees.IN WITNESS WHEREOF, the parties hereto have executed this Lease, by and through their duly authorized representatives, on the respective dates below.

Witnesses:

Cynthia K Rivera
Cynthia K. Rivera
Printed Name

Robin Fenwick
Robin Fenwick
Printed Name

Mary A. Zimmerman
Printed Name

Debra R. Somerford

Robert B Thomas
Printed Name

Lisa R. Thomas
Printed Name

City of Port Orange, a Florida municipality

By: _____
Allen Green, Mayor

By: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: 6/28/11

County of Volusia, a political subdivision

By: Frank T. Bruno
Frank T. Bruno, County Chair
Volusia County

Attest: _____
James Dinneen, County Manager

Date: 08/04/2011

Smokey Hunt Club, Inc., a Florida Corporation

By: _____
Kevin R. Thomas, President

Attest: Patricia B Thomas
Patricia Thomas, Secretary/Treasurer

Date: 6/27/11

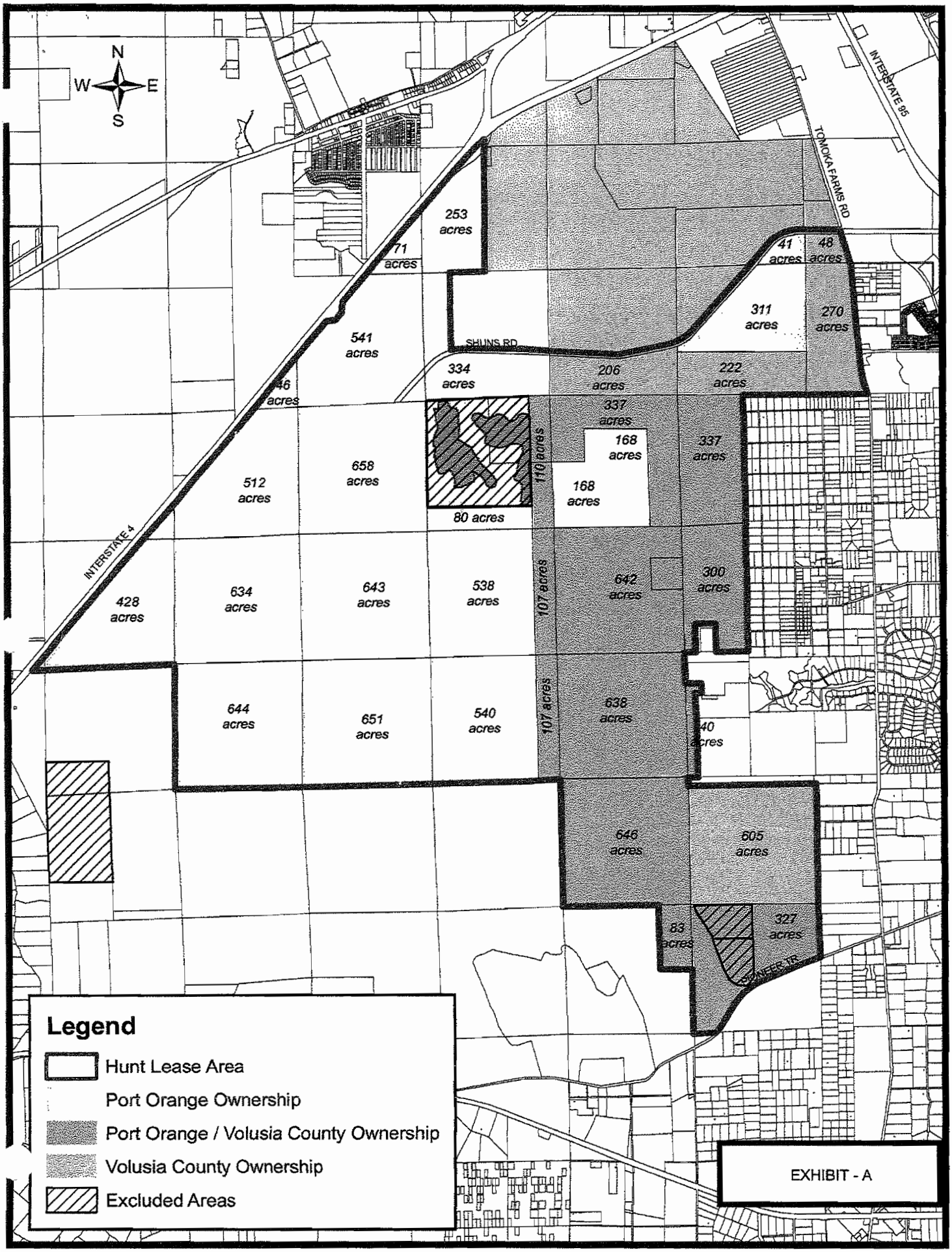

N
W
E
S
INTERSTATE 95
TOMOKA FARMS RD
SHUNS RD
INTERSTATE 4
253 acres
71 acres
41 acres
48 acres
311 acres
270 acres
541 acres
334 acres
206 acres
222 acres
337 acres
168 acres
337 acres
110 acres
512 acres
658 acres
168 acres
80 acres
107 acres
642 acres
300 acres
428 acres
634 acres
643 acres
538 acres
644 acres
651 acres
540 acres
107 acres
638 acres
646 acres
605 acres
83 acres
327 acres
PIONEER TR
Legend
Hunt Lease Area
Port Orange Ownership
Port Orange / Volusia County Ownership
Volusia County Ownership
Excluded Areas
EXHIBIT - A

EXHIBIT "A"

Legal Description of Hunting Lease Lands

Volusia County
Parcel Identification Numbers

Portions of Township 16 South, Range 32 East, Volusia County, Florida as follows:

6207-00-00-0011/31	Southerly 600 feet of and Easterly 2455 feet of Section 7 East of State Road 400 (I-4);
6208-00-00-0010	West 1/2 of Section 8, East of State Road 400 (I-4);
6210-00-00-0030	Southeasterly 1/4 of Section 10 South of Shunz Road (a 200-ft. Right-of-Way per OR Book 2537 PG 1320;
6211-00-00-0060	Southwesterly 1/4 of Section 11 West of Tomoka Farms Road and Southerly of Shunz Road;
6214-00-00-0010	West 1/2 of Section 14 West of Tomoka Farms Road;
6215-00-00-0040	All of Section 15 lying East of Shunz Road
6216-00-00-0030	All of Section 16 lying South of Shunz Road
6217-00-00-0010/20	All of Section 17 lying North of and South of Shunz Road, except the Northeasterly 287.75 acres lying North of Shunz Road conveyed to City of Daytona Beach per Quit-Claim Deed at OR Book 6291 PG 3409;
6218-00-00-0010	All of Section 18 lying southeasterly of State Road 400 (I-4) and except abandoned rest area adjacent to State Road 400;
6219-00-00-0010/11	All of Section 19;
6220-00-00-0010-40	Southerly 615 ft +/- (80 acres) and the Easterly 875 ft +/- (110 acres) of Section 20;
6221-00-00-0010/20	All of Section 21;
6222-00-00-0020	West 1/2 of Section 22, except the following: Beginning at the North Quarter Corner of said Section 22, Township 16 South, Range 32 East, run S 00°22'36" E along the East line of the Northwest 1/4 of said Section 22, a distance of 2613.89 feet to a ¾-inch iron pipe; thence run N 01°13'33"W along the westerly monumented subdivision line of Tomoka Farms, a plat as recorded in Map Book 22, Pages 168-169, Public Records of Volusia County, Florida, a distance of 2613.78 feet; to the North line of said Section 22; thence run N89°20'09"E along said North Section Line a distance of 38.75 feet to the Point of Beginning;
6227-00-00-0010	Portion of Section 27 described as follows: The Northwest 1/4 and the North 1/2 of the SW 1/4 and the SE 1/4 of the SW 1/4 and the SW 1/4 of the SW 1/4, less and except the South 3/4 of the East 1/2 of the SW 1/4 of the SW 1/4, and except the West 200 feet of the East 860 feet of the South 990 feet of the SW 1/4 of the SW 1/4, and also except the North 200 feet of the East 860 feet of the South 1190 feet of the SW 1/4 of the SW 1/4 of said Section 27;
6228-00-00-0010/20	All of Section 28;

6229-00-00-0010/20	All of Section 29;
6230-00-00-0010/11	All of Section 30;
6231-00-00-0010/11	All of Section 31;
6232-00-00-0010/20	All of Section 32;
6233-00-00-0010	All of Section 33;
6234-00-00-0070	Portion of Section 34 described as follows: The SE 1/4 of the NW 1/4 except the North 8 chains of the West 4 chains thereof and the SW 1/4 of the NW 1/4 except the NE 1/4 thereof, and the SW 1/4 of said Section 34, less and except those lands deeded per OR Book 3276, Pg 77 of the Public Records of Volusia County, Florida (exception containing 199.56 acres +/-);

Portions of Township 17 South, Range 32 East, Volusia County, Florida as follows:

7203-00-00-0010	All of Section 3 except the North 330 feet;
7204-00-00-0010	All of Section 4;
7209-00-00-0020	East 1/2 of NE 1/4 of Section 9;
7210-00-00-0010	All of Section 10 North of County Road 415 (Pioneer Trail); Except 125 acres +/-described in Interlocal Agreement for gun, trap, and skeet range uses, said Agreement recorded in OR Book 5885, Page 1111, overall parcel described at Page 1119;

Portions of Township 16 South, Range 31 East, Volusia County, Florida as follows:

6113-00-00-0010	Portion of the East 1/2 of Section 13 Southeasterly of State Road 400 (I-4);
6124-00-00-0040	All of Section 24 Southeasterly of State Road 400;
6125-00-00-0010	All of Section 25;
6126-00-00-0010	All of Section 26 Southeasterly of State Road 400;
6127-00-00-0030	All portion of Section 27 lying South of State Road 400 in the SE 1/4 of the SE 1/4 of Section 27;
6136-00-00-0010	All of Section 36.

All references above to OR Book and Page numbers are for documents filed for recording in the Public Records of Volusia County, Florida.

EXHIBIT B

Information required for membership in hunting club with privileges under Hunting Lease with _____.

NAME: _____

RESIDENCE ADDRESS: _____

MAILING ADDRESS: _____

RESIDENCE TELEPHONE: (_____) _____ - _____

OCCUPATION: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: (_____) _____ - _____

DATE OF BIRTH: ___/___/___

1. Have you ever been charged or convicted of any violation of any laws, rules or regulations of the Florida Fish and Wildlife Conservation Commission or its predecessors or successors, or any violation of any other law, rule, ordinance or regulations related to hunting, wildlife preservation, fishing, or game laws?

   _____ Yes _____ No

2. If YES, please describe, in detail, each incident. (Attach supplemental sheets, if necessary.) Include description of court, county and state, date of incident and date charge filed, fine, sentence, or other disposition of charge:

   _____

   _____

   _____

I HEREBY CERTIFY that the above information is true and correct and is given to approve me as a Member of a hunting club with privileges under a Hunting Lease with _____.

_____

Signature

EXHIBIT C

AGREEMENT: The undersigned member, guest or invitee of _____., hereby agrees to comply with all the terms of the lease of said CLUB with the CITY OF PORT ORANGE, FLORIDA, and THE COUNTY OF VOLUSIA, as the Managing Agencies, and to indemnify and hold harmless said Managing Agencies against any loss or liability that may be incurred by said Managing Agencies because of any act or omission of the undersigned, or a guest or an invitee of the undersigned, upon the demised premises. The undersigned, for himself and his heirs, successors and assigns, further agrees to relinquish and release the Managing Agencies, its officers, employees and agents, from all claims which the undersigned may have or may hereafter accrue arising out of any occurrence upon or related to the premises described in said lease.

_____

Signature

_____

Name

_____

Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this_____ day of_____, 2011,

by_____ .

Notary Public, State of Florida at Large

My Commission expires:

HUNTING LEASE

This Hunting Lease Agreement ("Lease") is made and entered into as of this 21st day of July, 2016, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose mailing address is 123 West Indiana Avenue, DeLand, Florida 32720 ("County"), and the CITY OF PORT ORANGE, a municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119 ("City") (the City and County are hereinafter collectively called the "Managing Agencies" for the lands described in paragraph 1 below), and SMOKEY HUNT CLUB, INC., a Florida corporation, whose mailing address is 840 Gray Road, Cocoa, Florida 32926 ("Lessee").

1. **Burdened Premises**.

   A. Lease Area. Subject to the terms and conditions set forth in this Lease, Managing Agencies doe hereby grant to Lessee this Lease and the right to use the Burdened Premises ("Premises") for recreational, non-commercial hunting and fishing in strict accordance with the laws of the State of Florida and the United States of America, as may be found upon and harvested from the following Lease Area as described in Exhibit "A" attached hereto (hereinafter the "Premises").

   B. Scheduled Hunt Area. Managing Agencies have designated a portion of the Premises, as described in Exhibit "B" attached hereto, as a "Scheduled Hunting Area." The Scheduled Hunt Area will be restricted periodically subject to those rules and regulations set forth in sub-paragraph 5.C herein.

   C. Primitive Hunt Area. Managing Agencies have designated a portion of the Premises, as described in Exhibit "C" attached hereto, as a "Primitive Hunting Area."

2. **Lease Term**. Unless sooner canceled as hereinafter provided, the term of this Lease shall commence August 1, 2011 and terminate on July 31, 2016. The parties mutually agree to extend term of this Lease by one (1) year commencing on August 1, 2016 and terminating on July 31, 2017, as per the parties' original agreement to extend annually in one year increments for up to five (5) additional years.

3. **Rent**. Lessee shall pay to the Managing Agencies an annual rent of One Hundred Five Thousand One Hundred Ninety-Two and 27/100 ($105,192.27) Dollars ("Rent"), or such greater or lesser amount as determined herein. Rent shall be paid on or before the first day of July of every year over the term of this Lease.

   It is the understanding of the Parties that the Rent shall be computed at the rate specified in Exhibit "D" attached hereto and incorporated herein.

   If any land is subsequently excluded from this Lease by sale, conveyance, or partial cancellation, the Rent shall be adjusted accordingly and the Lessee shall receive a pro rata refund for any Rent that has been paid in advance for the portion excluded. Any said refund shall be determined by the Managing Agencies, based on the ownership of the land. A determination of this amount shall be made by prorating any prepaid Rent on a daily basis at the Lease term rate specified in Exhibit "D" herein for each acre excluded from the Lease.

4. **On-Site Management**. The Port Orange City Forester and the County of Volusia Land Manager shall be designated to oversee Lease activities on-site. The revenue shall be paid to the County of Volusia and to the City of Port Orange based on the total acreage of the wholly owned and jointly owned lands held by the respective Managing Agencies.

5. **Acceptance and Use of Premises**.

A. Acceptance and Use. It is understood that the Premises consists of mostly undeveloped and untamed land, and the Lessee has had an opportunity to inspect the Premises and accepts the Premises in an "as-is" condition, and further, the Lessee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks, openings in the earth, fence wire, snakes, wells, swamps, brush, and other growth, ponds, harmful plants, wild or poisonous animals, insects, reptiles, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Lessee assumes all such risks as its own responsibility, without liability or recourse against Managing Agencies, their officers, employees, and agents.

Lessee covenants to use the same in accordance with all applicable laws with respect to the use or occupancy of the property. Lessee agrees to make no illegal, unlawful or improper use of said land. Lessee covenants and agrees to use said Premises for hunting, picnicking and fishing recreation by its members and their guests. Lessee will neither use nor suffer the same to be used for any other purposes. Lessee shall do nothing to interfere in any way with Managing Agencies' use of the Premises for forestry, silviculture, water production, wetland mitigation, prescribed burning, gopher tortoise mitigation, habitat enhancement/restoration and reforestation. The hunting and fishing rights granted to Lessee are on condition that Lessee will so exercise said rights as not to interfere with these stipulated activities upon said lands. All prescribed burning will be conducted under the supervision of Managing Agencies or their designated representatives.

Lessee is expressly prohibited from allowing the operation and use of motorcycles, mopeds and all-terrain vehicles on any part of the Premises for racing or contests of any type. Such vehicles may be used by Lessee's members and their guests for purposes of transportation around the Premises so long as they are used in a manner not to cause damage within the Premises.

Lessee shall not conduct any activity or use the Premises in any way inconsistent with any and all provisions of the Port Orange Mitigation Bank, as authorized under SJRWMD permit number 4-127-64024-1 and U.S. Army Corps of Engineers permit number 2003-7849, and upon notice to Lessee, in accordance with any permit issued subsequent to this lease.

No timber, plants, minerals, sand or forest products may be removed from the Premises by Lessee without the express written consent of Managing Agencies, excluding legal game and fire wood for camp fires. Excavation, chopping, and clearing are prohibited without the express written consent of Managing Agencies. Grading and road repair shall be allowed, within the road area previously disturbed.

B. Construction, Alteration, and Improvements. Lessee shall not construct any improvements on the Premises without the written consent by Managing Agencies. If such construction is approved by Managing Agencies, Lessee covenants that it shall promptly pay any material man or contractor performing any work upon the Premises and covenants and agrees to hold Managing Agencies harmless for any obligation or expense therein. Lessee may make such additions and improvements to the Premises as are first approved in writing by the Managing Agencies. All

such improvements shall be at the sole expense and risk of Lessee and be in compliance with all applicable land development, zoning, building and other laws, ordinances and codes. In the event of the termination of this Lease for any reason, the Lessee shall have thirty (30) days thereafter to remove any improvements and/or alterations it has placed upon the Premises. Any such Lessee improvements or alterations not so removed shall become the property of the Managing Agencies with no obligation to compensate the Lessee therefor.

C. *Scheduled Hunt Area.* Lessee shall not use or access the Scheduled Hunt Area on weekdays (Monday through Friday) and on days when the Port Orange Police Department Shooting Range has scheduled long range firearms training. City shall provide Lessee with periodic schedules, via electronic mail, of the City's use of the Shooting Range for long range firms training ("Schedule"). Lessee shall confirm receipt of the Schedule by return confirmation to the City via electronic mail. Lessee shall coordinate and distribute the Schedule to all members for notice of the times for permitted use within the Scheduled Hunt Area. No hunting shall occur within the Scheduled Hunt Area except as authorized herein and by the Schedule.

6. **Release and Indemnification.** As further consideration for the rights and privileges granted herein, Lessee agrees to the following:

A. *Release.* That although Managing Agencies may have a greater knowledge of the Premises than Lessee, that it is impracticable and virtually impossible for Managing Agencies to list and/or to physically show Lessee each and every potential hazard on the Premises and Lessee enters onto said Premises despite same and at Lessee's own risk and without liability to Managing Agencies, their officers, employees, and agents.

B. *Indemnification.* Lessee agrees to release, defend, indemnify and hold harmless Managing Agencies, its officers, employees and agents, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorneys' fees, arising out of bodily injury to, illness or death of any person, including Lessee's members, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Lease or any activities occurring upon the Premises, whether by Lessee or otherwise; the performance or non-performance by Lessee of is obligations hereunder; a breach of any term, provision or warranty contained in this Lease; or any violation of any laws, regulations, statutes, or ordinances related to Lessee's obligations or performance hereunder.

C. *Members and Guests.* All members, guests and invitees of Lessee entering the Premises for any purpose shall, before entering, sign an agreement, the form of which is attached hereto as Exhibit "E", agreeing to comply with the terms of this Lease and to indemnify and hold harmless Managing Agencies against any and all claims, demands, causes of action, suits or judgments and all expenses and fees incurred in collection therewith for death or injuries to persons, or loss or damage to property, arising out of or in any manner connected with the occupancy or use of the premises by such member, guest or invitee of the Lessee. In the event of any such claim, demand or suit, notice shall promptly be given to the Managing Agencies and the Managing Agencies shall have the right to defend or settle the same in its discretion. This release shall further provide that the member, guest or invitee relinquishes and releases all claims of every nature which he or his heirs, successors or assigns shall have arising out of any occurrence upon or related to the premises. Each signature on the agreement shall be notarized.

D. Insurance. Lessee agrees to purchase and maintain, at its expense, public liability insurance, insuring Managing Agencies and Lessee against claims for bodily injury, personal injury and property damage, with limits of not less than One Million ($1,000,000.00) Dollars per occurrence for damage occurring to any person or property upon or about the Premises during the Lease term, and further agrees that Managing Agencies shall be named as an additional insured in such policy as it may apply to the real property herein described. The coverage and form of said insurance policy must be satisfactory to Managing Agencies. All insurance policies provided for in this Lease shall contain a provision that the policies cannot be canceled without thirty (30) days written notice to Managing Agencies and all such insurance shall be affected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the State of Florida. At least fifteen (15) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by Lessee to Managing Agencies. Within fifteen (15) days after the premium on any policy shall become due and payable, Managing Agencies shall be furnished with satisfactory evidence of its payment. Lessee shall provide Managing Agencies with a complete copy of the insurance policy in force during any period of this Lease.

7. **Assignment and Subletting.** Lessee may not assign this Lease or sublet any part of the Premises.

8. **Termination.**

A. Managing Agencies may terminate or cancel this Lease for a violation of its terms by Lessee, a member of the Lessee, or a guest of a member.

B. Managing Agencies shall individually have the discretionary right to terminate and cancel this Lease for any reason upon providing the Lessee written notice at least ninety (90) days prior to the noticed termination date. In the event that Managing Agencies terminate the Lease for reasons not related to a violation of the Lease by Lessee, then Managing Agencies shall prorate the Rent and the annual period of the Lease. Managing Agencies shall return the prorated portion of the Rent in the amount representing the annual period cancelled.

C. Lessee may terminate this Lease if by reason of a sale of a portion of the Premises the remainder of the Premises will no longer serve the Lessee's intended purpose.

D. To exercise the above options: the party shall give written notice to the other which notice shall specify the reason or reasons for the exercise of the option.

E. Cancellation or termination under this Paragraph 8 shall become effective sixty (60) days after the mailing of the notice of termination.

F. In the event of termination under this Paragraph 8, any unearned Rent shall be refunded to the Lessee in accordance with the terms of Paragraph 3, but no compensation shall be payable by Managing Agencies for any improvements made by the Lessee.

9. **Termination in the Event of Sale.** In the event either of the Managing Agencies enters into a contract to sell all or any part of the Premises, the Managing Agencies shall promptly advise Lessee thereof in writing and, upon the closing of the sale, this Lease shall terminate as to the portion of the Premises which is sold unless the buyer of the property assumes the Lease. In the event of termination under this Paragraph 9, any unearned Rent shall be refunded to the Lessee in accordance with the terms of Paragraph 3 but no compensation shall be payable by Managing Agencies for any improvements made by the Lessee.

10. **Default by Lessee.** The failure of Lessee to pay any of the sums herein provided or to keep, fulfill and perform any or the terms and provisions of the Lease on its part to be kept and performed, time being of the essence hereof, shall constitute a breach of this Lease at the option of Managing Agencies, so as to terminate all rights, privileges and interests of the Lessee herein. With respect to default of any of the provisions of this Lease by the Lessee, except for nonpayment, Managing Agencies shall provide to Lessee written notice of any breach of the Lease term(s) and or condition(s) and Lessee shall have thirty (30) days to correct the condition, or commence and diligently pursue corrective action if the condition cannot be corrected in thirty (30) days. Failure of Lessee to complete the correction within a reasonable time as determined by Managing Agencies shall constitute a breach of this Lease.

    In the event of a breach of this Lease, Lessee will pay to Managing Agencies all costs and other expenses, including reasonable attorneys' fees, which may be incurred by Managing Agencies in enforcing their rights hereunder, together with such other actual damages as Managing Agencies may actually sustain by reason of said breach, and Managing Agencies may, in such event, declare the term ended and may reenter and take possession of the Premises. All rights, remedies and privileges of Managing Agencies shall be cumulative, and in the event of a breach, the election or enforcement of one or more shall not be deemed to be a waiver of any or all others.

11. **Quiet Enjoyment and Right of Use**. Managing Agencies covenant that, if Lessee shall pay and otherwise perform all of the agreements herein, Lessee shall peaceably and quietly have, hold, possess and use the Premises for and during the term hereof without any hindrance by Managing Agencies. Managing Agencies shall have the right of ingress and egress to, from, and upon the Premises for all purposes necessary to their full, quiet enjoyment of the rights conveyed herein. Managing Agencies shall have the right to enter and occupy the Premises for all purposes necessary to meet their designated responsibilities, including protection of the Premises. Managing Agencies shall have authority and shall, through their agents, officers and employees, take all reasonable measures to provide security against property damage, property degradation, and unauthorized uses or any use thereof not in conformance with this Lease. Lessee acknowledges that Managing Agencies may grant other persons, organizations, or entities the right to use the Premises for any purpose, other than hunting.

12. **Notices**. All notices required or permitted shall be in writing and mailed by Certified United States Mail, postage prepaid, return receipt requested, addressed to the other party at the address as stated herein, or to such other address as any party may designate by notice complying with the details of giving notice. Each such notice shall be deemed delivered on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

13. **Hunting**. This Lease specifically grants to Lessee full hunting and fishing privileges on the Premises. The hunting and fishing privileges herein granted are to be exercised in strict accordance with the laws of the State of Florida and the United States of America, and the rules and regulations of the Florida Fish and Wildlife Conservation Commission ("FWCC"), or any other duly constituted body having authority to make rules and regulations pertaining to the hunting, taking or catching of game birds, game animals and fish. Hunting seasons will coincide with those established by the FWCC. Harvesting records will be maintained noting kill date, weight, condition, and sex of each animal harvested. This data will be included with each annual report submitted to Managing Agencies. Should wildlife populations decrease, the allowable take will be adjusted to maintain healthy populations.

14. **Hunting Rules and Regulations**. At a minimum, Lessee's hunting rules and regulations shall encompass the following:

A. Dogs. Dogs will not be allowed other than for bird hunting until the opening of dog season. All dogs shall be vaccinated for rabies prior to being brought onto the Premises and shall display valid rabies tag at all times.

B. Hunt Club Membership. Membership will be limited to a maximum of one member for every one hundred seventy-five (175) acres of the Premises. Membership applications will require the applicant to fill out a questionnaire of whether he/she has ever been charged or convicted of any violation of any laws, rules or regulations of the Florida Fish and Wildlife Conservation Commission or its predecessors or successors, or any violation of any law, rule, ordinance or regulation related to hunting, wildlife preservation, fishing, or game laws. A sample Membership Application is attached as Exhibit "F" hereto. Lessee will use this information for denial or approval of membership. When granting membership, Lessee shall not discriminate as prohibited by federal, state and local laws.

C. Guests. Members can only have one (1) guest at a time, per day, and no hunting guest shall be allowed to hunt more than a total of six (6) days per season. All guests will be required to sign liability releases as referenced in sub-paragraph 6.C, above, and this is the responsibility of the member and must be witnessed by the member. Lessee shall provide Managing Agencies with copies of its membership list and its rules and regulations, which shall be updated on an annual basis.

D. General Rules and Restrictions. Lessee, its members and their guests, shall comply with the following hunting rules and restrictions within the Premises.

1. Hunter orange must be worn during deer season. This is during the deer season only, not in bow or spring gobbler season.

2. Turkey beards must be retained for sex evidence in spring gobbler season.

3. All game, deer, turkey, and hogs are required to be weighed, photographed, sex identified and condition measured and recorded on game harvest reports. The game harvest reports [prepared by hunt club – submitted to FWCC] will be submitted to the Managing Agencies and the Wildlife Biologist after each hunting season for review and to determine if the populations are sustainable and healthy.

4. No hunting or discharging of a firearm or primitive weapon on or across any road, or in the vicinity of any occupied shelter or structure at any time; this includes any well building, utility pump house, storage facility, control unit, or any building or facility where employees or contractors of the Managing Agencies may be working or might possibly be entering or exiting, any day of the week at any time.

5. Hunting access will be limited to existing major roads within the Primitive Hunt Area. Fire lanes and trails are closed to vehicular access and all-terrain vehicles are not permitted off the existing roads.

6. A buffer zone has been established within the boundaries of the Premises:

   a. No hunting within three hundred (300') feet of the perimeter boundary of the Premises.

b. Hunting is restricted to primitive weapons and shot guns within one thousand three hundred twenty (1320') feet of the no hunting perimeter described above. For identification purposes, the Florida Power & Light easement closely defines the three hundred (300') feet primitive weapons/archery-only buffer zone on a portion of the Premises along the eastern boundary line.

7. Feral hog hunting will be open [to take] year round by trapping and modern gun, subject to those hunting restrictions stated herein.

15. **Care of Premises**.

A. Maintenance. Lessee shall, at its sole expense, keep and maintain all fences and gates in their present condition or as subsequently repaired or replaced by Managing Agencies.

B. Safeguarding. The Lessee will provide oversight and reasonable patrolling of the leased premises in order to exclude trespassers; observe and report to the Managing Agencies any and all trespass occurrences; and be on the lookout at all times for any fire which may occur on the premises. In the event of a fire on the premises, the Lessee or any of its members having knowledge of the fire will immediately notify the Managing Agencies, the State Forestry Service and such other governmental agencies as may be able to afford assistance.

16. **Right of Entry**. Managing Agencies, their agents, officers and employees, may at any time enter the Premises for the purpose of inspecting the same or showing the Premises, or portions thereof, to prospective buyers, and shall have the right to use the Premises for any purpose not inconsistent with this Lease. Lessee shall give to Managing Agencies keys to all locks installed by Lessee.

17. **Successors and Assigns**. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Managing Agencies. Lessee shall execute this Lease in triplicate, and upon execution by all Parties any of the three may be considered an original. Each member, guest or invitee of Lessee who is permitted to use the Premises shall agree to be bound by the terms of this Lease, which the Lessee is obligated to perform.

18. **Severability**. In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Lease.

19. **Force Majeure**. No party to this Lease shall be liable for non-performance of any obligation herein if such non-performance is caused by Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including but not limited to fire, flood, acts of God, war, acts of terrorism or other unforeseeable accidents.

20. **Recording**. This Lease shall not be recorded. If it is recorded, the Lessee shall, upon demand, execute and deliver a quitclaim deed to Managing Agencies. If Lessee fails to do so, Lessee shall pay all expenses of a suit to expunge the Lease from the public records, including reasonable attorneys' fees.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Lease, by and through their duly authorized representatives, on the respective dates below.

Witnesses:

Cynthia K Rivera
Cynthia K. Rivera
Printed Name

Frances Gosnell
Frances Gosnell
Printed Name

City of Port Orange, a municipal corporation

By: _____
Allen Green, Mayor

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Date: 6-21-16

Attest: _____
James T. Dinneen
County Manager

Witness:
_____
MARJA V. KOLOMYSKI
Printed Name

County of Volusia, a political subdivision of the State of Florida

By: _____
Jason P. Davis
County Chair

Date: 7-21-16

Witnesses:

Cynthia K Rivera
Cynthia K. Rivera
Printed Name

Frances Gosnell
Frances Gosnell
Printed Name

Smokey Hunt Club, Inc., a Florida corporation

By: Robert B Thomas

Attest: Patricia B Thomas
Secretary

Date: 6-22-16

EXHIBIT "A"

LEASED PREMISES

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 31 EAST; AND TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03' WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25' WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664,69 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 02°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17: THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 11, A PORTION OF THE WEST ½ OF SECTION 14, A PORTION OF THE SOUTH ½ OF SECTION 15, AND A PORTION OF THE SOUTH ½ OF SECTION 16, ALL BEING IN TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, THENCE ALONG THE WEST LINE OF SAID SECTION 11 RUN N 03°22'05" W, A

DISTANCE OF 1391.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD (A 200 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE N 88°45'25" E, A DISTANCE OF 1459.81 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF TOMOKA FARMS ROAD (AS RECORDED IN MAP BOOK 1, PAGES 23 THROUGH 39 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE THE FOLLOWING 45 COURSES AND DISTANCES; S 18°10'45" E, A DISTANCE OF 58.46 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 18°27'56" E, A DISTANCE OF 100.00 FEET; THENCE S 18°24'30" E, A DISTANCE OF 100.00 FEET; THENCE S 17°50'07' E, A DISTANCE OF 100.00 FEET; THENCE S 17°57'00" E, A DISTANCE OF 100.00 FEET; THENCE S 18°03"52" E, A DISTANCE OF 200.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 23°15'52" E, A DISTANCE OF 100.40 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 10°42'54" E A DISTANCE OF 100.84 FEET, THENCE S 15°04'04" E, A DISTANCE OF 88.49 FEET; THENCE S 08°53'42" E, A DISTANCE OF 100.10 FEET; THENCE S 08°12'30" E, A DISTANCE OF 100.05 FEET; THENCE S 06°50'02" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°05'21" E, A DISTANCE OF 800.01 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°08'47" E, A DISTANCE OF 100.00 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 400.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 600.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 05°34'24" E, A DISTANCE OF 100.01 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 10°14'17" E, A DISTANCE OF 108.68 FEET; THENCE S 08°35'15" E, A DISTANCE OF 101.12 FEET; THENCE S 16°32'44" E, A DISTANCE OF 200.01 FEET; THENCE S 19°07'23" E, A DISTANCE OF 400.24 FEET; THENCE S 17°24'18" E, A DISTANCE OF 100.00 FEET; THENCE S 14°55'03" E, A DISTANCE OF 75.90 FEET; THENCE DEPARTING SAID PRESCRIPTIVE RIGHT OF WAY LINE RUN THE FOLLOWING 20 COURSES AND DISTANCE ALONG A FENCE LINE; S 88°53'10" W, A DISTANCE OF 514.92 FEET; THENCE S 88°09'06" W, A DISTANCE OF 410.91 FEET; THENCE S 88°34'20" W, A DISTANCE OF 166.19 FEET; THENCE S 87°59'19" W, A DISTANCE OF 330.63 FEET; THENCE S 88°34'57" W, A DISTANCE OF 167.79 FEET; THENCE S 87°45'50" W, A DISTANCE OF 161.70 FEET; THENCE S 88°02'21" W, A DISTANCE OF 330.52 FEET; THENCE S 88°58'14" W, A DISTANCE OF 85.62 FEET; THENCE S 88°05'28" W, A DISTANCE OF 148.69 FEET; THENCE S 87°35'15" W, A DISTANCE OF 94.48 FEET; THENCE S 87°24'39" W, A DISTANCE OF 165.06 FEET; THENCE S 88°53'05" W, A DISTANCE OF 94.15 FEET; THENCE S 88°48'57" W, A DISTANCE OF 1067.37 FEET; THENCE S 83°55'42" W, A DISTANCE OF 138.00 FEET; THENCE S 87°54'50" W, A DISTANCE OF 242.71 FEET; THENCE S 84°59'48" W, A DISTANCE OF 88.03 FEET; THENCE S 88°29'38" W, A DISTANCE OF 328.93 FEET; THENCE S 88°05'05" W, A DISTANCE OF 329.56 FEET; THENCE S 87°31'46" W, A DISTANCE OF 327.03 FEET; THENCE S 00°51'47" E, A DISTANCE OF 37.05 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE S 88°36'04" W, A DISTANCE OF 2667.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF AFORESAID SECTION 16, S 88°18'43" W, A DISTANCE OF 5239.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION N 01°54'16" W, A DISTANCE OF 2029.42 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT

OF WAY LINE OF SHUNZ ROAD; THENCE ALONG SAID RIGHT OF WAY LINE S 87°08'28" E, A DISTANCE OF 2459.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, A CENTRAL ANGLE OF 15°53'15" AND A CHORD BEARING OF N 84°54'55" E, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 637.77 FEET; THENCE N 76°58'17" E, A DISTANCE OF 1787.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 12°34'01" AND A CHORD BEARING OF N 70°41'17" E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 460.60 FEET TO AN INTERSECTION WITH THE WESTERLY SECTION LINE OF AFORESAID SECTION 15; THENCE ALONG SAID WESTERLY LINE S 00°58'36" E, A DISTANCE OF 673.58 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 88°36'04" E, A DISTANCE OF 2679.80 FEET; THENCE N 88°36'04" E, A DISTANCE OF 2685.82 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE ALONG SAID EAST LINE N 00°55'57" W, A DISTANCE OF 3725.42 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 11 AND THE POINT OF BEGINNING;

TOGETHER WITH:

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 16 SOUTH, RANGE 32 EAST OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF BEGINNING, RUN S 00°55'57" E, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2707.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 00°55'57" E, ALONG SAID EAST LINE, A DISTANCE OF 1018.03 FEET; THENCE DEPARTING SAID EAST LINE, S 88°36'04" W, PARALLEL TO THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 2685.82 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 88°36'04" W, A DISTANCE OF 2679.80 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE N 00°58'36" W, ALONG SAID WEST LINE, A DISTANCE OF 673.56 FEET TO THE SOUTHERLY LINE OF WILLOW RUN BOULEVARD EXTENSION WEST (A 200 FOOT EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) ALSO KNOWN AS SHUNZ ROAD, AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 15°21'08", AND A CHORD BEARING OF NORTH 56°43'44" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 562.69 FEET TO THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE ALONG SAID ARC, AND SAID EASEMENT LINE, THROUGH A CENTRAL ANGLE OF 08°12'58", A DISTANCE OF 301.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: N 40°50'13" E, A DISTANCE OF 2976.78 FEET TO THE EAST LINE OF THE AFORESAID NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE N 40°50'13" E, A DISTANCE OF 410.96 FEET TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE CONTINUE N 40°50'01" E, A DISTANCE OF 1092.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 47°55'13", AND A CHORD BEARING OF N 64°47'49.5" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1589.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 88°45'25" E, A DISTANCE OF 225.93 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE DEPARTING THE AFORESAID EASEMENT LINE, S 03°22'05" E, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1391.99 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

THE WEST ONE HALF (W½) OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN S 00°22'38" E ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 22 A DISTANCE OF 2613.69 FEET TO A ¾ INCH IRON PIPE; THENCE RUN N 01°13'33" W ALONG THE WESTERLY MONUMENTED SUBDIVISION LINE OF TOMOKA FARMS, A PLAT AS RECORDED IN MAP BOOK 22 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 2613.78 FEET; TO THE NORTH LINE OF SAID SECTION 22, THENCE RUN N 89°20'09" E ALONG SAID NORTH SECTION LINE A DISTANCE OF 38.75 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

ALL OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 31 EAST LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE NORTHWEST ONE QUARTER (NW¼) AND THE NORTH ONE HALF OF THE SOUTHWEST ONE QUARTER (N½ OF THE SW¼) AND THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SE¼ OF THE SW¼) AND THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SW¼ OF THE SW¼) LESS AND EXCEPT THE SOUTH THREE QUARTERS OF THE EAST ONE HALF OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (S¾ OF THE E½ OF THE SW¼ OF THE SW¼) AND EXCEPT THE WEST 200 FEET OF THE EAST 860 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND ALSO EXCEPT THE NORTH 200 FEET OF THE EAST 860 FEET OF THE SOUTH 1190 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SE¼ OF THE NW¼) EXCEPT THE NORTH 8 CHAINS OF THE WEST 4 CHAINS THEREOF AND THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SW¼ OF THE NW¼) EXCEPT THE NORTHEAST ONE QUARTER (NE¼) THEREOF, AND THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THOSE LANDS DEEDED PER OFFICIAL RECORD BOOK 3276, PAGE 0077 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; SAID EXCEPTION CONTAINING 199.56 ACRES, MORE OR LESS;

TOGETHER WITH:

ALL OF SAID SECTION 33, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S 01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'15", FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF 1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51'52" E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22'07" E, A CHORD DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52'22" E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (E½ OF THE NE¼) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

TOGETHER WITH:

THAT PORTION OF THE WEST ½ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04'30" W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42'57" W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03'03" W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26'51" W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46'26" W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57'30" W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51'39" W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20'57" W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14'27" W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06'30" W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56'27" W, A DISTANCE OF 282.76 FEET, THENCE RUN N 32°00'05" W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23'08" W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46'11" W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30'35" E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

EXHIBIT "B"

SCHEDULED HUNT AREA

PORTION OF TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S 01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'15", FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF 1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51'52" E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22'07" E, A CHORD DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52'22" E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (E½ OF THE NE¼) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

TOGETHER WITH:

THAT PORTION OF THE WEST ½ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04'30" W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42'57" W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03'03" W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26'51" W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46'26" W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57'30" W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51'39" W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20'57" W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14'27" W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06'30" W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56'27" W, A DISTANCE OF 282.76 FEET, THENCE RUN N 32°00'05" W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23'08" W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46'11" W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30'35" E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

EXHIBIT "C"

Primitive Hunt Area

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST AND TOWNSHIP 16 SOUTH, RANGE 31 EAST DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03' WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25' WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664,69 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 02°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THAT PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST SOUTH OF SAID RIGHT OF WAY OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPTING THE EAST 875 FEET.

EXHIBIT "D"

	Wholly Owned City	City Portion of Joint	County Portion of Joint	Wholly County	Total
Acres	7,222	3,214	3,214	1,316	11,752
Cost per Acre	$8.81804	$4.5815	$4.5815	$9.163	
Lease	$63,683.88	$14,724.94	$14,724.94	$12,058.51	$105,192.27
Annual Lease Billed By City	$78,408.83				
Annual Lease Billed by County	$26,783.45				
Total Annual Lease	$105,192.27				

Note: These payments reflect a negotiated reduction in overall leased area in conjunction with an increased per acre cost of 7.8%. The increase of 7.8% per acre cost reflects the cumulative increase in CPI-U South Urban from January 2011 through December 2015 as allowed for in paragraph 2 of the original lease signed in 2011.

EXHIBIT "E"



MEMBER AND/OR GUEST LIABILITY RELEASE

2016-2017 HUNTING SEASON

SMOKEY HUNT CLUB, INC.

840 Gray Rd, Cocoa, FL 32926
SmokeyHuntClub@gmail.com
www.smokeyhuntclub.com
Robert B Thomas, Sr | President 407-467-0087
Ricky E Brooks, Jr | Vice-president 407-467-0093

I, _____, hereby acknowledge I have knowingly and willingly entered the property known as SMOKEY HUNT CLUB (referred to herein as the "Hunting Lease") and have become a Party bound by the terms and conditions of the Hunting Lease Agreement between Lessor and Lessee, dated _____. I understand the terms, provisions and conditions of the SMOKEY HUNT CLUB, INC. Rules and will abide by its terms, provisions, and conditions.

I further acknowledge and understand no warranty, either expressed or implied, is made by SMOKEY HUNT CLUB, INC. as to the condition of the Hunting Lease located in Volusia County, Florida, or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning that dangerous conditions, risks and hazards may exist. My presence and activities on the Hunting Lease expose me and my property to dangerous conditions, risks, and hazards, including but not limited to: venomous snakes, insects and spiders; blinds and tree stands; erosion and the general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; and persons with firearms both on or off the Hunting Lease. I hereby expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the Hunting Lease, I hereby release and agree to protect, indemnify and hold harmless Lessor, SMOKEY HUNT CLUB, and the CITY OF PORT ORANGE, FLORIDA, and the COUNTY OF VOLUSIA, and the CITY OF DAYTONA BEACH, and any of their respective agents, employees and assigns, from and against any and all claims, demands, causes of action and damages, including attorney fees, resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from the use of the Hunting Lease and all improvements thereon, whether or not caused by Lessor's or SMOKEY HUNT CLUB's negligence or gross negligence. This Release applies during the time I am permitted on the Hunting Lease. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Lessor or its agents, representatives, employees, successors in interest or officers or assigns.

As used in this Release, the terms *I*, *my person* and *myself* include minors in my care while on the Hunting Lease.

Member or Guardian: _____ Date: _____
signature

Printed Name: _____

Guest: _____ Date: _____
signature

Printed Name: _____

Witness: _____ Date: _____
signature

Printed Name: _____

EXHIBIT "F"



APPLICATION FOR MEMBERSHIP

2016-2017 HUNTING SEASON

SMOKEY HUNT CLUB, INC.

840 Gray Rd, Cocoa, FL 32926
SmokeyHuntClub@gmail.com
www.smokeyhuntclub.com
Robert B Thomas, Sr | President 407-467-0087
Ricky E Brooks, Jr | Vice-president 407-467-0093

Membership: $3,150.00 | Associate *(optional)*: additional $300.00

Deposits by April 1, 2016: $500.00 | Remaining dues by May 1, 2016

Current and potential new members **MUST** submit the following by May 1, 2016:

1. Completed Application;
2. Liability Release;
3. Copy of current Driver's License; and
4. Membership Dues.

Dues are non-refundable and Memberships are non-transferable. Incomplete applications will be rejected. If payment arrangements have been agreed upon with the Club President or Vice-president, all dues MUST be paid before the member is allowed to hunt.

Complete the following:

Name: _____ Mobile Phone: _____

Home Phone: _____ Work Phone: _____

Address: _____

eMail Address: _____

Driver's License #: _____ Date of Birth: _____

Gate Key ID #(s): _____

Vehicle Year/Make/Model: _____ License Plate #: _____

If applicable:

Associate Member Name: _____

Driver's License #: _____ Date of Birth: _____

Spouse's Name: _____

Dependent Child's Name (& Age): _____

By signing this application, I confirm that all information is true and correct. I have read and understand the rules as written for the 2016-2017 season, and I agree to abide by all Smokey Hunt Club rules and regulations now in force and hereafter adopted. I understand that Members may be subject to random search while on club property.

Member or Guardian: _____ Date: _____

signature

Printed Name: _____

APPLICATION FOR MEMBERSHIP

2017-2018 HUNTING SEASON

SMOKEY HUNT CLUB, INC.

840 Gray Rd, Cocoa, FL 32926
SmokeyHuntClub@gmail.com
www.smokeyhuntclub.com
Robert B Thomas, Sr | President 407-467-0087
Ricky E Brooks, Jr | Vice-president 407-467-0093

Membership: $3,150.00 | Associate *(optional)*: additional $300.00

Deposits by April 1, 2017: $500.00 | Remaining dues by May 1, 2017

Current and potential new members **MUST** submit the following by May 1, 2017:

1. Completed Application;
2. Liability Release;
3. Copy of current Driver's License; and
4. Membership Dues.

Dues are non-refundable and Memberships are non-transferable. Incomplete applications will be rejected. If payment arrangements have been agreed upon with the Club President or Vice-president, all dues MUST be paid before the member is allowed to hunt.

Complete the following:

Name: _____ Mobile Phone: _____

Home Phone: _____ Work Phone: _____

Address: _____

eMail Address: _____

Driver's License #: _____ Date of Birth: _____

Gate Key ID #(s): _____

Vehicle Year/Make/Model: _____ License Plate #: _____

If applicable:

Associate Member Name: _____

Driver's License #: _____ Date of Birth: _____

Spouse's Name: _____

Dependent Child Name (& Age): _____

By signing this application, I confirm that all information is true and correct. I have read and understand the rules as written for the 2017-2018 season, and I agree to abide by all Smokey Hunt Club rules and regulations now in force and hereafter adopted. I understand that Members may be subject to random search while on club property.

Member or Guardian: _____ Date: _____

signature

Printed Name: _____

MEMBER AND/OR GUEST LIABILITY RELEASE

2017-2018 HUNTING SEASON

SMOKEY HUNT CLUB, INC.

840 Gray Rd, Cocoa, FL 32926
SmokeyHuntClub@gmail.com
www.smokeyhuntclub.com
Robert B Thomas, Sr | President 407-467-0087
Ricky E Brooks, Jr | Vice-president 407-467-0093

I, _____, hereby acknowledge I have knowingly and willingly entered the property known as SMOKEY HUNT CLUB (referred to herein as the "Hunting Lease") and have become a Party bound by the terms and conditions of the Hunting Lease Agreement between Lessor and Lessee, dated _____. I understand the terms, provisions and conditions of the SMOKEY HUNT CLUB, INC. Rules and will abide by its terms, provisions, and conditions.

I further acknowledge and understand no warranty, either expressed or implied, is made by SMOKEY HUNT CLUB, INC. as to the condition of the Hunting Lease located in Volusia County, Florida, or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning dangerous conditions, risks and hazards may exist. My presence and activities on the Hunting Lease expose me and my property to dangerous conditions, risks, and hazards, including but not limited to: venomous snakes, insects and spiders; blinds and tree stands; erosion and the general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; and persons with firearms both on or off the Hunting Lease. I hereby expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the Hunting Lease, I hereby release and agree to protect, indemnify and hold harmless Lessor, SMOKEY HUNT CLUB, and the CITY OF PORT ORANGE, FLORIDA, and the COUNTY OF VOLUSIA, and the CITY OF DAYTONA BEACH, and any of their respective agents, employees and assigns, from and against any and all claims, demands, causes of action and damages, including attorney fees, resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from the use of the Hunting Lease and all improvements thereon, whether or not caused by Lessor's or SMOKEY HUNT CLUB's negligence or gross negligence. This Release applies during the time I am permitted on the Hunting Lease. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Lessor or its agents, representatives, employees, successors in interest or office, or assigns.

As used in this Release, the terms *I*, *my person* and *myself* include minors in my care while on the Hunting Lease.

Member or Guardian: _____ Date: _____
signature

Printed Name: _____

Associate or Guest: _____ Date: _____
signature

Printed Name: _____

Witness: _____ Date: _____
signature

Printed Name: _____

Lease Charges 2017-2018 (2nd Renewal Period)

	Wholly Owned City	City Portion of Joint	County Portion of Joint	Wholly County
Acres	7,222	3,214	3,214	1,316
Cost per Acre	$ 9.50585	$ 4.93886	$ 4.93886	$ 9.87771
Lease	$ 68,651.23	$ 15,873.49	$ 15,873.49	$ 12,999.07
Annual Lease Billed By City	$ 84,524.71			
Annual Lease Billed by County	$ 28,872.56			
Total Annual Lease	$ 113,397.27			

Total
11,752
$ 113,397.27
[redacted]

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (B9) Resolution No. 17-20 - Temporary Waiver of Fees for Community Development Planning Applications for Annexation, Comprehensive Plan Future Land Use Amendment and Rezoning

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Resolution 17-20.

SUMMARY: City policy over the past decade has been to not proactively pursue annexations, but to process voluntary annexation petitions submitted by property owners. That policy has been modified with the adoption of the current Strategic Plan. One of the objectives adopted by the City Council to achieve the Strategic Plan Goal of Economic Development is to explore annexation opportunities. During the August 2016 Workshop, the City Council discussed various options regarding voluntary annexation and annexation incentives. Council provided direction to staff to develop a process for waiving fees related to voluntary annexation and begin pursuing an Interlocal Service Boundary Agreement (ISBA) with Volusia County.

Currently, the City of Port Orange application fees to Annex and change to a City Future Land Use and Zoning total approximately $10,110, plus an estimated $6,000 in required legal advertising. It typically takes approximately 6 – 9 months to complete the process of annexation including changing Land Use and Zoning.

Staff has begun initial conversations with Volusia County regarding an ISBA and based on similar efforts with other cities the process will probably take about a year to complete. The City can move forward with the incentives resolution that would waive all fees associated with annexation (annexation application, Future Land Use application, rezoning application fees and legal ad costs). The proposed fee waiver would apply to the properties identified in Exhibit A of the resolution.

The areas identified in Exhibit A include unincorporated enclaves, the unincorporated area labeled “Existing ILA Area” that is covered by an agreement and already has a City Future Land Use designation and is part of the City’s Comprehensive Plan, as well as other unincorporated areas that are within the Port Orange Water Service Area and Water Supply Planning Area.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso No. 17-20	Reso No. 17-20 Annexation Fees Waiver.pdf
2.	Overview Map for Reso	Reso Exhibit_Annexation_Opportunies_fee waiver map.pdf

Penelope Cruz	Created/Initiated - 04/26/2017
Wayne Clark	Approved - 04/27/2017
Tracey Riehm	Approved - 05/05/2017
Jake Johansson	Approved - 05/08/2017
Robin Fenwick	Final Approval - 05/08/2017

RESOLUTION NO. 17-20

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; PROVIDING FOR TEMPORARY WAIVER OF FEES FOR COMMUNITY DEVELOPMENT PLANNING APPLICATIONS FOR ANNEXATION AND COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT AND REZONING RELATED TO SAID ANNEXATION; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange has approved Ordinance No. 1990-33, the Land Development Code, which implements the provisions of the adopted Comprehensive Plan; and

WHEREAS, the City Council adopted Resolution 07-61 on September 4, 2007 which incorporated various fees for applications relating to permits, public hearings, and other administrative actions; and

WHEREAS, the City Council has adopted a Strategic Plan that includes an Economic Development goal by exploring annexation opportunities; and

WHEREAS, the City Council desires to pursue voluntary annexation and incentives for such, where feasible; and

WHEREAS, the City Council has determined that a temporary waiver of fees for Community Development Planning Applications for Annexation and Comprehensive Plan Future Land Use Amendment and Rezoning related to said annexation ("Application Fees") facilitates annexation into the City of Port Orange and promotes the strategic plan goal of economic development; and

WHEREAS, the City Council intends to temporarily waive the Application Fees for those properties identified in **Exhibit "A",** attached hereto and made a part hereof by reference; and

WHEREAS, a waiver of Application Fees, as set forth herein, does not waive the requirement to apply for annexation, future land use amendment, and rezoning.

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to implement a temporary program for waiver of application fees, as set forth hereinafter to further the economic development goal of the strategic plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida as follows:

SECTION 1. The City Council of the City of Port Orange hereby authorizes the waiver of fees for Community Development Planning applications for Annexation, Comprehensive Plan Future Land Use Amendment, and Rezoning ("Application Fees") for those properties identified in **Exhibit "A."**

SECTION 2. The City Council of the City of Port Orange hereby approves the program to temporarily waive the Application Fees as adopted in Resolution No. 07-61 for those properties identified in **Exhibit "A"** that complies with the following requirements:

a. The property owner completes the required applications for the following:
   1) Annexation; and
   2) Comprehensive Plan/Future Land Use Amendments (related to annexation); and
   3) Rezonings (related to annexation).

b. The applicant shall provide all documentation as required by the City of Port Orange.

c. The applicant shall comply with the requirements set forth in the City of Port Orange Land Development Code for each application submitted.

SECTION 3. The temporary waiver of Application Fees as designated by this Resolution No. 17-20 shall also include the cost of required legal advertising for the above-referenced applications;

SECTION 4. The temporary application fee waiver program shall commence on the adoption of this Resolution No. 17-20 and shall continue until May 16, 2019.

SECTION 5. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 6. 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 7. This resolution shall become effective immediately upon adoption.

_____

MAYOR DONALD O. BURNETTE

ATTEST:

_____

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____

Margaret T. Roberts, City Attorney

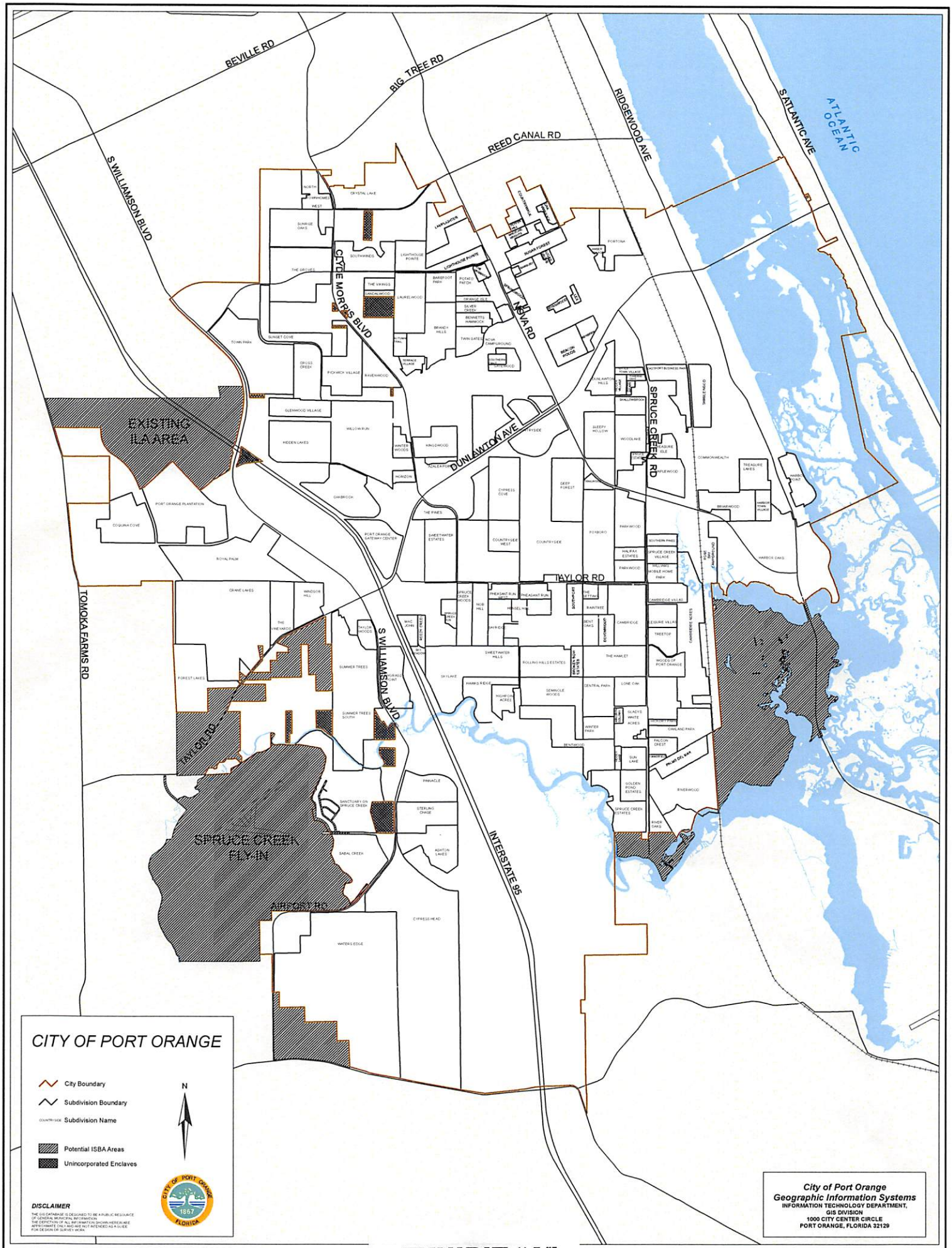
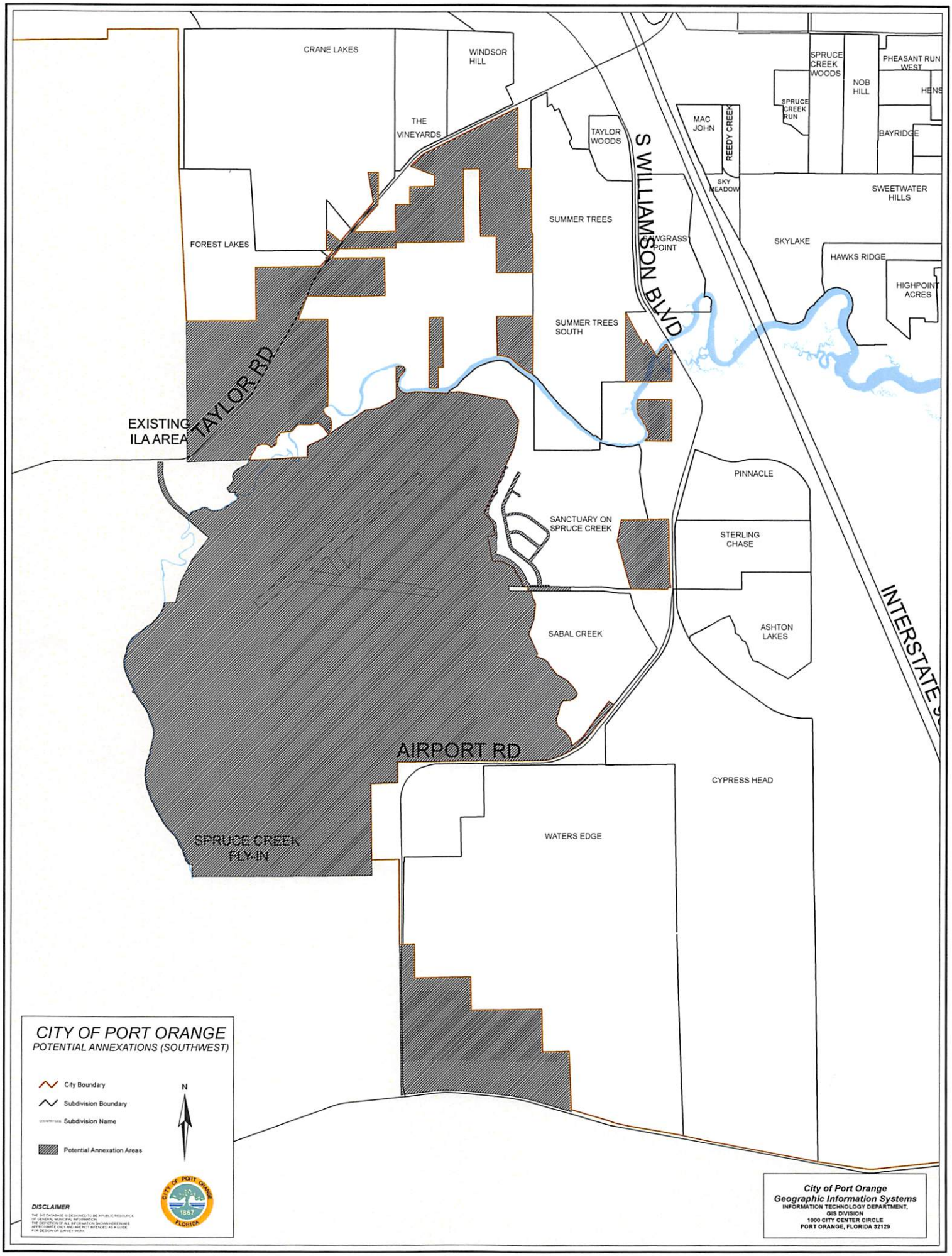
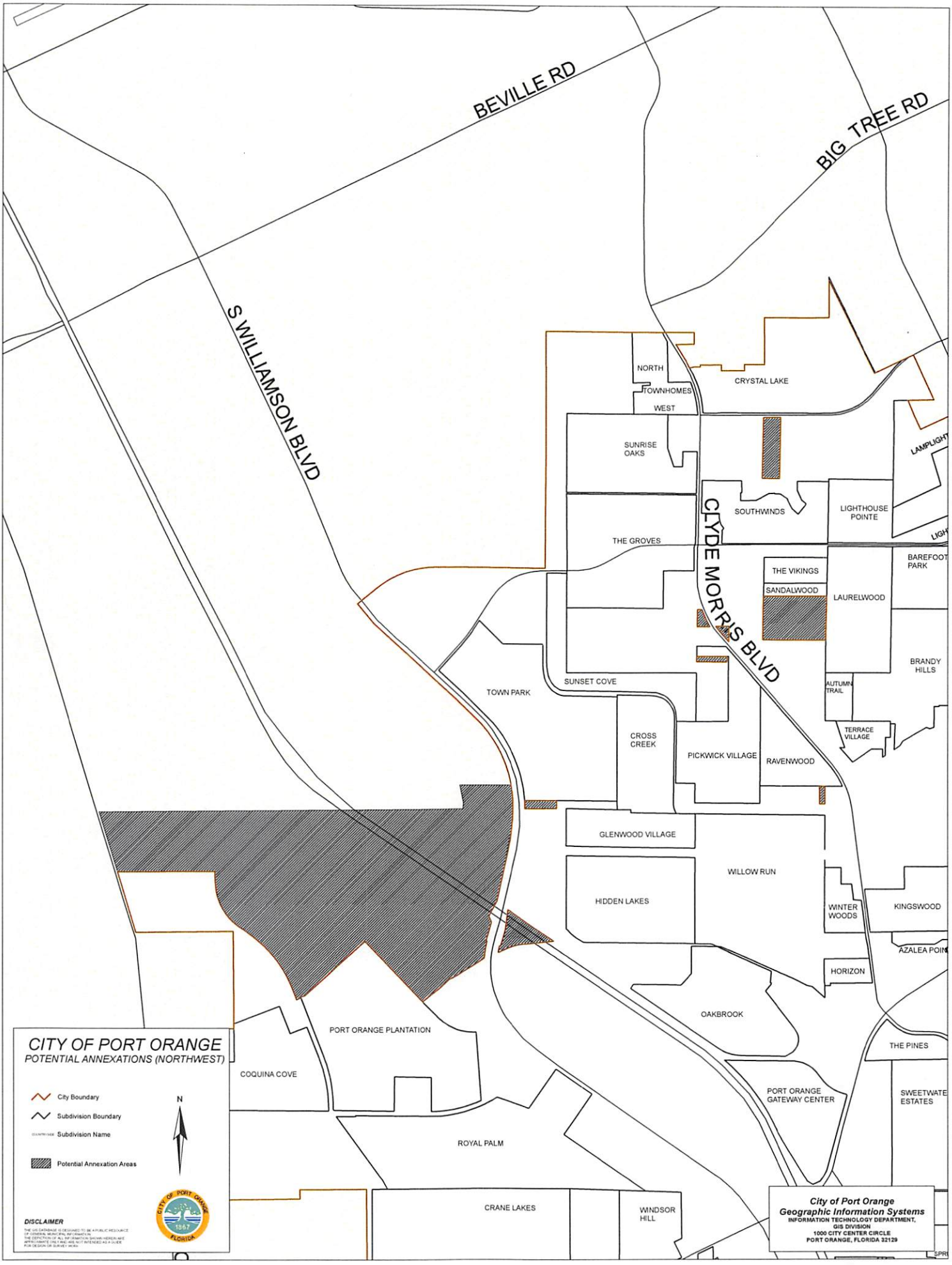
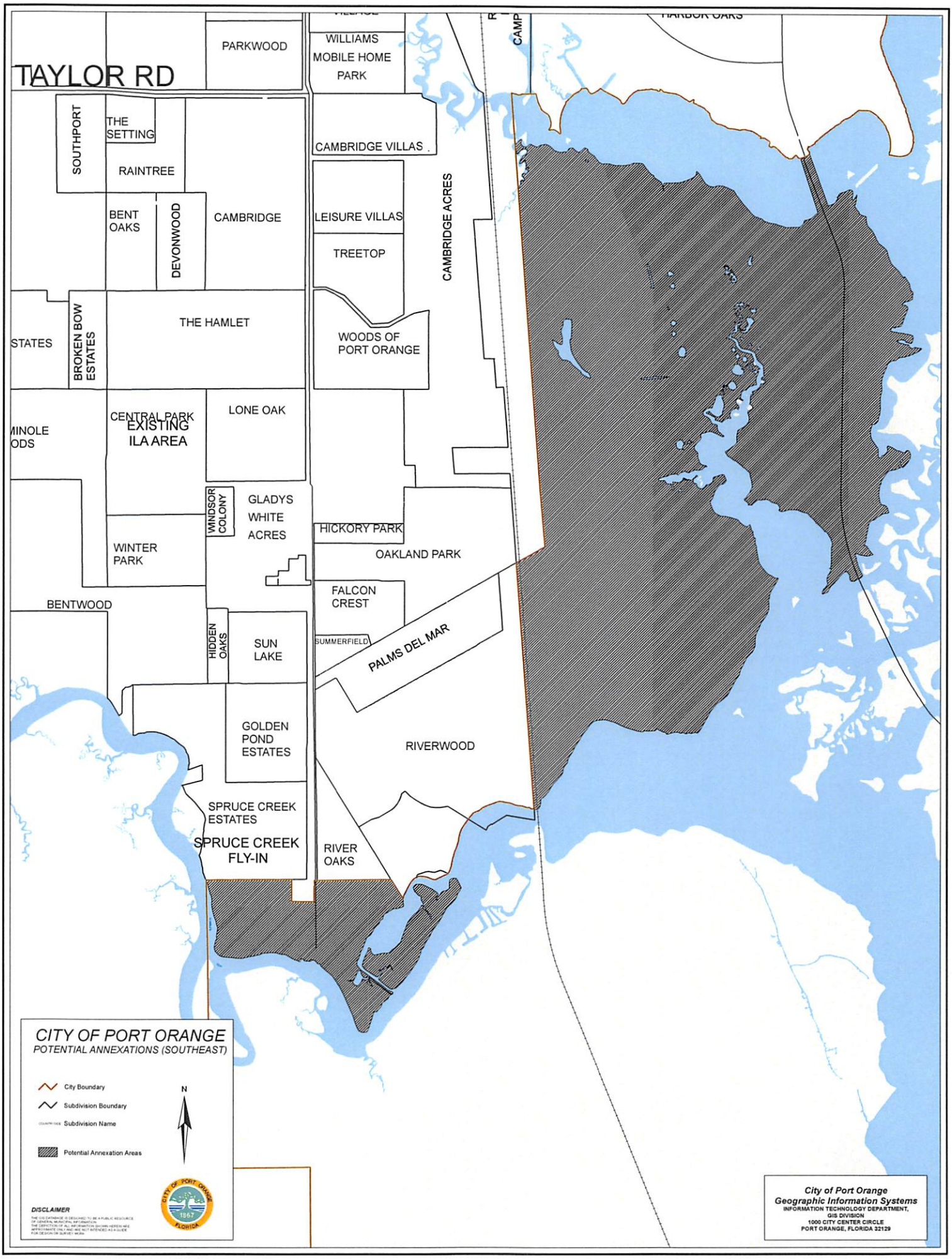

BEVILLE RD
BIG TREE RD
REED CANAL RD
RIDGEWOOD AVE
S ATLANTIC AVE
ATLANTIC OCEAN
S WILLIAMSON BLVD
CLYDE MORRIS BLVD
NOVA RD
DUNLAWTON AVE
SPRUCE CREEK RD
TAYLOR RD
TOMOKA FARMS RD
TAYLOR CREEK
S WILLIAMSON BLVD
INTERSTATE 95
AIRPORT RD
EXISTING ILA AREA
SPRUCE CREEK FLY-IN
CITY OF PORT ORANGE
City Boundary
Subdivision Boundary
Subdivision Name
Potential ISBA Areas
Unincorporated Enclaves
N
DISCLAIMER
THE GIS DATABASE IS DESIGNED TO BE A PUBLIC RESOURCE OF GENERAL MUNICIPAL INFORMATION. THE DEPICTION OF ALL INFORMATION SHOWN HEREIN ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK.
CITY OF PORT ORANGE FLORIDA 1867
City of Port Orange
Geographic Information Systems
INFORMATION TECHNOLOGY DEPARTMENT,
GIS DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

EXHIBIT "A"


CRANE LAKES
WINDSOR HILL
THE VINEYARDS
FOREST LAKES
TAYLOR WOODS
SUMMER TREES
SUMMER TREES SOUTH
SAWGRASS POINT
S WILLIAMSON BLVD
MAC JOHN
REEDY CREEK
SKY MEADOW
SPRUCE CREEK RUN
SPRUCE CREEK WOODS
NOB HILL
PHEASANT RUN WEST
HENS
BAYRIDGE
SWEETWATER HILLS
SKYLAKE
HAWKS RIDGE
HIGHPOINT ACRES
EXISTING ILA AREA
TAYLOR RD
PINNACLE
STERLING CHASE
SANCTUARY ON SPRUCE CREEK
SABAL CREEK
ASHTON LAKES
INTERSTATE
AIRPORT RD
CYPRESS HEAD
WATERS EDGE
SPRUCE CREEK FLY-IN
CITY OF PORT ORANGE
POTENTIAL ANNEXATIONS (SOUTHWEST)
City Boundary
Subdivision Boundary
Subdivision Name
Potential Annexation Areas
N
DISCLAIMER
City of Port Orange
Geographic Information Systems
INFORMATION TECHNOLOGY DEPARTMENT,
GIS DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129


BEVILLE RD
BIG TREE RD
S WILLIAMSON BLVD
CLYDE MORRIS BLVD
NORTH TOWNHOMES WEST
CRYSTAL LAKE
SUNRISE OAKS
SOUTHWINDS
LIGHTHOUSE POINTE
LAMPLIGHT
THE GROVES
THE VIKINGS
SANDALWOOD
LAURELWOOD
BAREFOOT PARK
BRANDY HILLS
AUTUMN TRAIL
TERRACE VILLAGE
TOWN PARK
SUNSET COVE
CROSS CREEK
PICKWICK VILLAGE
RAVENWOOD
GLENWOOD VILLAGE
WILLOW RUN
HIDDEN LAKES
WINTER WOODS
KINGSWOOD
AZALEA POINT
HORIZON
OAKBROOK
THE PINES
PORT ORANGE PLANTATION
COQUINA COVE
PORT ORANGE GATEWAY CENTER
SWEETWATER ESTATES
ROYAL PALM
CRANE LAKES
WINDSOR HILL
CITY OF PORT ORANGE
POTENTIAL ANNEXATIONS (NORTHWEST)
City Boundary
Subdivision Boundary
Subdivision Name
Potential Annexation Areas
N
DISCLAIMER
City of Port Orange
Geographic Information Systems
INFORMATION TECHNOLOGY DEPARTMENT,
GIS DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129


TAYLOR RD
PARKWOOD
WILLIAMS MOBILE HOME PARK
SOUTHPORT
THE SETTING
RAINTREE
CAMBRIDGE VILLAS
BENT OAKS
DEVONWOOD
CAMBRIDGE
LEISURE VILLAS
TREETOP
CAMBRIDGE ACRES
STATES
BROKEN BOW ESTATES
THE HAMLET
WOODS OF PORT ORANGE
CENTRAL PARK
EXISTING ILA AREA
LONE OAK
WINDSOR COLONY
GLADYS WHITE ACRES
WINTER PARK
HICKORY PARK
OAKLAND PARK
BENTWOOD
FALCON CREST
HIDDEN OAKS
SUN LAKE
SUMMERFIELD
PALMS DEL MAR
GOLDEN POND ESTATES
RIVERWOOD
SPRUCE CREEK ESTATES
SPRUCE CREEK FLY-IN
RIVER OAKS
CITY OF PORT ORANGE
POTENTIAL ANNEXATIONS (SOUTHEAST)
City Boundary
Subdivision Boundary
Subdivision Name
Potential Annexation Areas
N
DISCLAIMER
City of Port Orange
Geographic Information Systems
INFORMATION TECHNOLOGY DEPARTMENT,
GIS DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129


S ATLANTIC AVE
ATLANTIC OCEAN
3405 SOUTH PENINSULA
CITY OF PORT ORANGE
POTENTIAL ANNEXATIONS (NORTHEAST)
City Boundary
Subdivision Boundary
Subdivision Name
Potential Annexation Areas
N
DISCLAIMER
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CITY OF PORT ORANGE 1887 FLORIDA
City of Port Orange
Geographic Information Systems
INFORMATION TECHNOLOGY DEPARTMENT,
GIS DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

CITY OF PORT ORANGE

- City Boundary
- Subdivision Boundary
- COUNTRYSIDE Subdivision Name
- Potential ISBA Areas
- Unincorporated Enclaves

N

DISCLAIMER

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CITY OF PORT ORANGE 1867 FLORIDA

City of Port Orange
Geographic Information Systems
INFORMATION TECHNOLOGY DEPARTMENT,
GIS DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B10) Resolution No. 17-23 - Ratification and Restatement of Resolution No. 17-16 - Pavers

DEPARTMENT: City Clerk

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Resolution No. 17-23.

SUMMARY: On May 16, 2017, Council approved Resolution No. 17-16 - Pavers; however, the resolution number was a duplication and requires renumbering. The content of the Resolution remains the same.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-23	Reso. No. 17-23.pdf

Robin Fenwick	Created/Initiated - 05/25/2017
Alan Rosen	Approved - 05/25/2017
Margaret Roberts	Approved - 06/05/2017
Matthew Jones	Approved - 06/07/2017
Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017

RESOLUTION NO. 17-23

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RATIFYING AND RESTATING RESOLUTION NO. 17-16 TO CORRECT A NUMBERING DUPLICATION; ESTABLISHING A POLICY REGARDING THE INSTALLATION OF PAVERS IN THE CITY'S RIGHTS-OF-WAY; ESTABLISHING LICENSE AGREEMENT REQUIREMENTS FOR INSTALLATION OF PAVERS; REQUIRING INSTALLATION IN ACCORDANCE WITH THE CITY'S STANDARD CONSTRUCTION DETAIL FOR SUCH IMPROVEMENTS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 16, 2017 the City Council approved Resolution No. 17-16 relating to installation of pavers in the City's rights-of-way; staff later determined that two resolutions were assigned the same number; and

WHEREAS, Resolution No. 17-16 relating to the installation of pavers in the City's rights-of-way has been substantially restated herein and assigned Resolution No. 17-23 in order to correct the numbering duplication; and

WHEREAS, Chapter 58, Article II of the Code of Ordinances, generally prohibits any construction activity within the City's Rights-of-Ways without a permit; and

WHEREAS, the installation of driveways pursuant to a building permit are specifically exempted from the Right-of-Way Permit requirement under Section 58-32(5) of the Code; and

WHEREAS, the City periodically receives requests from individual citizens desiring to deviate from the standard concrete driveways to utilize pavers in their driveways; and

WHEREAS, the City Council of the City of Port Orange deems it to be in the best interest of the citizens of Port Orange and the aesthetic appearance of the City to permit the use of these alternative surfaces in the driveway subject to the regulations expressed herein; and

WHEREAS, the purpose of this Resolution is to establish the City's policy regarding the installation of pavers within the City's Rights-of-Way; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1: The City Council of the City of Port Orange hereby authorizes the installation of pavers in driveways located within the City's Rights-of-Way, subject to the regulations contained herein.

1) Definitions. As used in this Resolution, the terms shall have the following meaning:
   a) *Administrative official* is the municipal official appointed by the city manager to administer the land development code.
   b) *Driveway* means the portion of the parkage intended for use for ingress to and egress from the abutting property.
   c) *Parkage* means the portion of a right-of-way between the adjoining property and the street which is intended for uses accessory to primary uses of the street, including but not limited to, ornamental purposes, sidewalks, driveways, and surface and subsurface utilities.
   d) *Right-of-way* means a strip of land owned or controlled by the city and intended to be used for public passage, including the streets, alleys, sidewalks, bike paths, and driveways constructed thereon.
   e) *Sidewalk* means a walkway intended to be used primarily by pedestrians on one or both sides of a street.
   f) *Street* means the portion of the right-of-way which is intended to be used by normal vehicular traffic, including paved and unpaved roadways but not including service entrances or driveways leading from roadways onto adjoining property.
2) License Agreement. A license agreement shall be required prior to the installation of pavers in the driveway of an abutting residential property. The license agreement shall be in substantially the same format as the license agreement attached hereto as **Exhibit "A"**.
   a) Applications.
      i) Only the owner of the property abutting the driveway, or his or her authorized agent, may apply for a license agreement for the installation of pavers in the driveway.
      ii) Applications shall include the following information:
         (1) The applicant's name, address and telephone number;
         (2) The name of the subdivision where the applicant's property is located;
         (3) A copy of the property deed;
         (4) A sealed property survey;
         (5) A sketch of the right-of-way detailing the proposed location and dimension of the pavers to be installed;
         (6) Letter of approval from the Homeowners' Association, if applicable;
         (7) Letter of authorization from the owner, if applicant is not the owner; and
         (8) Such other information required by the administrative official to ensure the installation of pavers is completed in accordance with the city's standard construction details, Florida Building Code, Americans with Disabilities Act, and other applicable regulations or laws.
      iii) Applications shall be reviewed by the administrative official or his or her designee.
      iv) The application fee shall be $75, which shall be in addition to any other permit fees or charges relative to any proposed construction work.

b) Execution. The administrative official shall be authorized to execute the license agreement on behalf of the city on a form approved by the City Attorney's Office and substantially similar to that which is attached as **Exhibit "A"**. The applicant shall pay, in addition to the application fee, the cost for recording the executed license agreement.

3) Paver Installation.
   a) Location. Pavers may be located in the driveway, and shall not be located in the street, sidewalk, or any other portion of the parkage. Pavers shall not be located in an area designated for sidewalks in the future.
   b) Standard. Pavers shall be installed in accordance with the City's standard construction detail, and all city, state, and federal regulations.

SECTION 2: All license agreements for the installation of pavers in driveways within the city right-of-way approved by city council prior to the effective date of this Resolution shall continue to be valid, so long as the terms and conditions of the respective agreement continue to be met.

SECTION 3: All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 4: 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 5: Resolution No. 17-16 related to the installation of pavers in the city's rights-of-way is hereby amended and superseded.

SECTION 6: Resolution No. 17-23 shall become effective immediately upon adoption by the City Council.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Exhibit '"A"

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: _____

LICENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS **LICENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT** ("Agreement")is made and entered into this _____day of _____, 2017, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and _____, as owner(s) of the property located at _____, Port Orange, FL _____, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 17-23, which establishes City policy regarding the installation of pavers within City rights-of-way; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof, and is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of real property located in the _____ subdivision, recorded in Map Book ____, Page ____, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensee hereby acknowledges that City public utilities, and franchise utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as _____ located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron adjoining the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 17-23 and with the terms and conditions of this License Agreement and exhibits hereto.

3. All improvements located adjacent to the sidewalk area adjoining the Subject Property shall be installed in accordance with the Americans with Disabilities Act ("ADA"), as may be amended from time to time. This License Agreement shall be subject to the review and approval of the completed Improvements by the City for compliance with the ADA. Failure to install or continually maintain the Improvements in accordance with the ADA shall result in the City providing notice to the Licensee and taking corrective measures, as needed, pursuant to Section 5 of this License Agreement.

4. The Licensee assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

5. The Licensee agrees to maintain, repair or replace all Improvements which require maintenance, repair or replacement. Although the City shall not be required to periodically inspect the Improvements, in the event that the City identifies a defect in need of repair or replacement, the City shall deliver written notice providing thirty (30) days to remedy the defect If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and replace the Improvements with a concrete or asphalt apron at the sole cost and expense of the Licensee, and such cost shall become a lien on the Licensee's property adjacent to City right-of-way.

6. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

7. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

8. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

9. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. The Licensee hereby voluntarily authorizes the City to file a lien against the property described in **Exhibit "B"** including costs and expenses of removal and attorney fees for the enforcement of this License Agreement.

10. This license is given to the Licensee as an accommodation to the Licensee in consideration for the Licensee agreeing to the obligations expressed herein. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name The Licensee agrees to never claim right to recover the costs of removal or replacement of the pavers caused by the action of the City.

11. The City, the general public, any utility, any cable companies, and any other entity entitled to use the City rights-of-way, as well as their contractors, agents, materialmen, and workmen, shall have the absolute right to enter upon and to exercise any of their respective rights related to the right-of-way and nothing contained in this License Agreement shall be construed as a vacation of the right-of-way, or limitation or waiver of any of the City's rights related to the right-of-way and the general public's rights associated therewith.

12. This License Agreement shall run with the land and shall be binding on the Licensee and the successors or assigns of the Licensee. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the Licensee agrees to disclose this License Agreement to the future owner(s).

13. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City or any other users of the right-of-way for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property.

14. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed. The Licensee's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The City shall have the right, at its option, to participate in the defense of any suit, without relieving Licensee of any of its obligations hereunder. The obligations contained in this provision shall survive termination of this License Agreement.

15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to _____, street address_____, Port Orange, Florida _____, for the Licensees, or as otherwise designated in writing to all respective parties.

16. This License Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this License Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this License Agreement in the Public Records of Volusia County, Florida.

17. If any clause or provision of this License Agreement is found to be illegal, invalid, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this License Agreement shall be treated as though that portion had never been a part thereof.

18. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

_____
Printed Name: _____

_____
Printed Name: _____

_____
Printed Name: _____

_____
Printed Name: _____

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Wayne Clark, Administrative Official

Attest: _____
Robin L. Fenwick, CMC, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Wayne Clark, as Administrative Official of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. He is personally known to me.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation. She is personally known to me.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration:

Reviewed by Attorney: _____ *Date:* _____

WITNESSES:

LICENSEE:

_____

Printed Name: _____

_____

Printed Name: _____

_____

Printed Name: _____

_____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who is authorized to execute the foregoing LICENSE AGREEMENT, and who [_] is personally known to me, or [_] has produced _____ as identification.

_____

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who is authorized to execute the foregoing LICENSE AGREEMENT, and who [_] is personally known to me, or [_] has produced _____ as identification.

_____

Notary Public, State of Florida at Large
Printed name, commission and expiration:

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (B11) Resolution No. 17-24 - Ratification and Restatement of Resolution No. 17-17 - Amending Resolution No. 17-15 Temporary Waiver of Sewer Connection Fees

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-24.

SUMMARY: On May 16, 2017, Council approved Resolution No. 17-17 - Amending Resolution No. 17-15 Temporary Waiver of Sewer Connection Fees; however, the resolution number was a duplication and requires renumbering. The content of the Resolution remains the same.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-24	Reso. No. 17-24.pdf

Robin Fenwick	Created/Initiated - 06/01/2017
Margaret Roberts	Approved - 06/05/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

RESOLUTION NO. 17-24

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RATIFYING AND RESTATING RESOLUTION NO. 17-17 TO CORRECT A RESOLUTION NUMBERING DUPLICATION; RELATING TO THE TEMPORARY PROGRAM TO ASSIST WITH PROTECTING, PRESERVING AND PROMOTING THE ENVIRONMENT AND THE CITY WATER RESOURCES; PROVIDING AN ALTERNATIVE TO THE USE OF SEPTIC TREATMENT SYSTEMS; ENCOURAGING SANITARY SEWER CONNECTIONS; ESTABLISHING A TEMPORARY WAIVER FOR CONNECTION CHARGES BEGINNING MARCH 28, 2017 AND ENDING ON JANUARY 31, 2018; PROVIDING NOTICE TO PROPERTY OWNERS OF THE ANTICIPATED AND ACTUAL AVAILABILITY OF PUBLIC SEWER SERVICE; PROVIDING FOR ADMINISTRATION; PROVIDING FOR PUBLICATION; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 16, 2017 the City Council approved Resolution No. 17-17 relating to septic systems; staff later determined that two resolutions were assigned the same number; Resolution No. 17-17 relating to the septic systems has been substantially restated herein and assigned Resolution No. 17-24; and

WHEREAS, the City Council desires to implement opportunities that may assist with protecting the environment and the water quality in the waterways and ground water within and adjoining boundaries of the City of Port Orange; and

WHEREAS, the City Council has considered the environmental degradation to the water quality of the rivers, streams and ground water including, but not limited to, the nutrient loading of nitrogen and phosphorus generated from septic treatment systems; and

WHEREAS, the City Council desires to assist property owners within the City of Port Orange to connect to sanitary sewer services, to achieve a higher quality treatment and to abandon septic treatment systems; and

WHEREAS, there are residential properties within the jurisdiction that are not connected to the existing public sanitary sewer service infrastructure; and

WHEREAS, the City Council recognizes the financial commitment that is required when connecting to the sanitary sewer system; and

WHEREAS, the City Council intends to temporarily waive the connection charges to mitigate the financial burden for a property owner who seeks to connect to sanitary sewer service and to abandon the existing onsite septic disposal system; and

WHEREAS, the city has determined that the city publicly owned sewer system is anticipated to be available to more than 89 real properties within the city; and

WHEREAS, the city intends to facilitate the connection of all residential properties eligible for the temporary waiver; and

WHEREAS, the city has determined that the proposed program for the temporary waiver of connection charges for residential properties is consistent with the city's bond obligations; and

WHEREAS, the Resolution No. 14-82 established a connection charge for sanitary sewer service in the minimum amount of $1,400 plus actual cost, as applicable; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to implement a temporary program for waiver of connection charges and for financing of development fees as set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1: The City Council of the City of Port Orange hereby approves the program to temporarily waive the connection charge as set forth in Resolution No. 14-82 for each connection that complies with the following requirements:

a. The property owner completes an application for the waiver of sewer connection charges and/or the financing of development fees for the connection of real property to the City of Port Orange sewer system;
b. The property intended for connection, the "subject property", has an operating public gravity sewer system available or it is anticipated to be available at the right-of-way line adjacent to the subject property, and the system is designed to operate with a gravity sanitary sewer connection.
c. The subject property is serviced by an existing septic system for waste water disposal and treatment.
d. The applicant, on or before January 31, 2018, has executed an application and agreement as approved by the Finance Department and Public Utilities Department. The agreement shall include, but not limited to the following requirements: (1) the applicant shall request to connect to sanitary sewer service with the City of Port Orange, (2) the applicant shall deliver of a fully executed agreement, (3) the city shall record a lien against the subject property in the amount of the sanitary sewer impact fees, the "development fees", being financed, if applicable, (4) within 90 days after connection, the applicant shall

submit proof of the abandonment of the existing septic system as required by State of Florida Health Department regulations; (5) the city shall reserve the right to record an additional lien for the connection charge as waived if proof of abandonment of the existing septic system is not provided, as required herein, and (6) after connection, the applicant shall repay the amount of the connection charge as waived in the event that the applicant fails to lawfully abandon the septic system.

e. The city council has budgeted the city funding requirements, if any, for the program.
f. The Applicant has agreed to all such other terms and conditions as required for the purposes provided herein.

SECTION 2: The City Manager shall provide notice to property owners of the anticipated and actual availability of the public sewer system, and the temporary program to waive connection charges until January 31, 2018. The City Manager is hereby authorized to provide financing for sanitary sewer impact fees for up to three (3) years with the establishment of a statutory or recorded lien and at no interest. The Finance Department in cooperation with the Public Utilities Department shall administer the records for the application, agreement, waiver, lien and financing for the program. A City Attorney shall provide for legal review of each lien prior to recording in the public records. Upon approval of this Resolution No. 17-24, the Finance Director may credit an Applicant who has paid a connection charge, between March 1, 2017 and the effective date of this resolution, and who otherwise complies with the terms of the program.

SECTION 3: The City Council hereby waives of all administrative fees and lien fees associated with the processing of the agreement and the lien(s) related to the temporary program waiver set forth in this Resolution No. 17-24.

SECTION 4: The City Manager shall monitor with the assistance of the Finance Director, the city's continuous compliance with bond requirements for each financial aspect of the program and for the duration of the program.

SECTION 5: All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

SECTION 6: 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 7: Resolution No. 17-15 is hereby amended and superseded.

SECTION 8: Resolution No. 17-17 is hereby amended and superseded.

SECTION 9: Resolution No. 17-24 shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B12) Resolution No. 17-25 - Parks & Recreation Fees

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-25 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Parks and Recreation Department annually reviews all rental and program fees and makes a recommendation to council.Our guideline is to recover 100% of direct cost for adult programs and rentals and 50% of youth programs. Attached for your review are the recommended changes.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-25	Reso. No. 17-25.pdf
2.	Fee Exhibits A-D - see highlighted changes	Fee Exhibits - See highlighted changes.pdf
3.	Fee Memo	17feememo.doc

Susan Lovallo	Created/Initiated - 05/09/2017
Susan Lovallo	Approved - 05/09/2017
Tracey Riehm	Approved - 05/23/2017
Margaret Roberts	Approved - 06/06/2017
Matthew Jones	Approved - 06/07/2017
Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017

RESOLUTION NO. 17-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED FEES FOR PARKS AND RECREATION FACILITY USE, ATHLETIC PROGRAMS, SPONSORSHIPS, AND SERVICES; SUPERSEDING PRIOR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange Recreation Department offers youth and adult athletic programs, playground programs, adult programs and classes; and

WHEREAS, the City of Port Orange incurs administrative expenses to organize these programs and activities, register participants and provide supervision; and

WHEREAS, additional costs are incurred in providing uniforms, supplies, equipment and officials for the athletic programs which are defrayed, in part, by sponsor fees and registration fees; and

WHEREAS, the City Council desires to have such costs borne by persons participating in designated programs and activities and by team sponsors; and

WHEREAS, Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, authorizes the City Council to establish by resolution fees for recreation activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The fees, rates and charges set forth in Exhibits A-D, attached hereto and incorporated herein by reference, are hereby established pursuant to the authority set forth in Chapter 50 of the Code of Ordinances.

Section 2. This resolution shall supersede Resolution No. 15-83 and any conflicting resolutions.

Section 3. The fees established in this resolution shall become effective July 1, 2017.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Deputy City Attorney

Exhibit A

YOUTH PROGRAM REGISTRATION FEES

Youth Sports	$70		
Youth Rookie Sport	$50		
All Stars	$50		
Open Gym child	$1 daily	$45 annually	
Open Gym Student	$2 daily	$55 annually	
Summer Rec Elem.	$450		
Elem. Trip Package	$175		
Teen Camp	$550		
Camp T- Rec	$ fee set by OB		Joint program with Ormond Beach
Registration Late Fee	$10		

Child= child under 18 years of age by May 1
Student= person over 18 as of May 1 with valid student ID.

ADULT PROGRAMS

Open Gym Adult	$3 Daily	$65 annually	
Adult Team Sport (15 game season)	$300 PT	Plus $30 per player	Min. 12 players
Adult Team Sport (12 game season)	$200 PT	Plus $30 per player	Min. 10 players
Adult Individual Sport (12 game season)	$25pp		Add $10 pp for indoor or evening league

PT- per team, PP- per person

SENIOR PROGRAMS

Open Gym Senior	$2 Daily	$55 annually	
Senior Team Sport (12 game season)	$75PT	Plus $30 per player	Min. 12 players
Senior Games Registration fee	$15	$5 each addt'l. event	Softball Team fee $50

PT- per team, PP- per person, Senior = 60 as of January 1

SPECIAL PROGRAMS

Parade entry fee	$25 (NP/NC)	$50 (FP/C)
Get Fit	$40 youth	$50 Adult

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

PARK & RECREATION PARTNERS PROGRAMS

Youth Sport (Half year program)	$2,000 per year	
Youth Sport (Full year program)	$4,000 per year	
Adult Center Annual Club Fee	$300 ½ building	$600 whole

(indoors)		
Adult Center Annual Club Fee (outdoors)	$250	

Exhibit B

SPONSOR FEES

Banner sponsor	$500 per year	$350 renewal
Scoreboard sponsor	$3,000 for 3 years	
Youth team sponsor	$350 per team	
Youth league Sponsor	$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	$50 (NP/NC) $100 (FP/C)	Class- $25 per hr.
Gym Tournament (per court)	$300 per day (NP/NC)	$600 per day (FP/C)
Ball Fields (1-bb or 1 soccer)	$15 per hour (NP/NC)	$25 per hour (FP/C)
Ball Fields Tournament (per field)	$100 per day (NP/NC)	$200 per day (FP/C)
Light Fee per field	$10 per hour	$35 Tournament per day
Hard Court with lights	$10 per hour (NP/NC)	$20 per hour (FP/C)
Skate Park per hour	$15 (NP/NC)	$30 (FP/C)
Skate Park Tournament	$100 per day (NP/NC)	$200 per day (FP/C)

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

ATHLETIC SERVICES

Tournament Field Prep (chalk or lined) per field	$35 per Tournament.
Rental Field Prep (peak and non- peak) per field	$10 per occurrence
Athletic Concessionaire (food, decals, photos, etc.) BLDG	$500 per season
Athletic Concessionaire (food, decals, photos, etc.) Cart	$200 per season
Concession Stand (nonprofit)	$100 per day
Parks Field Staffing- per employee	$25 per hour
Part Time Staffing- Per employee	$12 per hour
Temporary Fence Rental per field	$50

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial

Exhibit C

LAKESIDE COMMUNITY CENTER

Weekday Rate per hour	$75 whole	$30 Lakeview	$50 Community Rm
Weekend Rate per hour	$100		
Conference Rate (8:30- 5:30 weekdays only)	$350		
Wedding Package	$1000		
Lakeside Lawn per hour	$10		
Lakeside Concession Per day	$200 per day (NP/NC)		
Deposit	$100		
Alcohol Fee	$75		

(NP) – Nonprofit, (NC)- noncommercial

ADULT CENTER & ANNEX

A/C Weekday rate per hour	$35 ½ building	$70 Whole
A/C weekend rate per hour	$100	
Annex rate per hour	$25	
A/C Class Rental	$15 ½ building	$30 whole
Deposit	$100	
Alcohol Fee	$75	

SPECIAL EVENT FACILITIES

Amphitheater per hour	$50
City Center Circle per hour	$40
City Center Lake per hour	$25
City Hall Plaza and green per hour	$15
Veterans Park per hour	$25
Riverwalk Park	$40

ADDITIONAL VENUES

Picnic Pavilion per 3 hours Sm/Lg	$50 Sm	$75 Lg
Concessionaire Fee per day (based on event)	$25-$100 NP/NC	$100- $500 FP/C
Exhibitor Fee per day (based on event)	$15- $50 NP/NC	$50- $250 FP/C

Exhibit D

ADDITIONAL SPECIAL EVENT FEES

Services Supplied by the City	Fee
Electrical Fee for Pedestals	$50.00 @
Trash Cans (Rental Includes Two)	$2.00 @
Barricades	$2.00 @
Police Services	$40.00 per hr
VIPS (volunteers in police services)	N/A
Fire Services- including 1st aid	$55.00 per hr
Parks, Public Works/ Public Utilities Services	$25.00 per hr
Water Hook Up	$25.00
Deposit	$100.00
Additional Part Time Recreation staff	$15 per hr

Exhibit A

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Wedding Package	$1000		
Lakeside Lawn per hour	$10		
Lakeside Concession Per day	$200 per day (NP/NC)		
Deposit	$100		
Alcohol Fee	$75		

(NP) – Nonprofit, (NC)- noncommercial

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Alcohol Fee	$75	

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Amphitheater per hour	$50 ~~NP/NC~~	~~$75 FP/C~~
City Center Circle per hour	$40 ~~NP/NC~~	~~$80 FP/C~~
City Center Lake per hour	$25 ~~NP/NC~~	~~$50 FP/C~~
City Hall Plaza and green per hour	$15 ~~NP/NC~~	~~$30 FP/C~~
Veterans Park per hour	$25 ~~NP/NC~~	~~$50 FP/C~~
Riverwalk Park	$40 ~~NP/NC~~	~~$80 FP/C~~

~~***(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial***~~

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Services Supplied by the City	Fee
Electrical Fee for Pedestals	$50.00 @
Trash Cans (Rental Includes Two)	$2.00 @
Barricades ~~(Rental Includes ¼ Closure)~~	$2.00 @
Police Services	$40.00 per hr
VIPS (volunteers in police services)	N/A
Fire Services- including 1st aid	$55.00 per hr
Parks, Public Works/ Public Utilities Services	$25.00 per hr
~~Public Works Services~~	~~$25.00 per hr~~
Water Hook Up	$25.00
Deposit	$100.00
Additional Part Time Recreation staff	$15 per hr

M E M O R A N D U M

To: Michael Johansson, City Manager
From: Susan L. Lovallo, Parks & Recreation Director
Date: June 20, 2017
Subj.: Fees

The Parks and Recreation Department annually reviews all rental and program fees and makes a recommendation to council as to recommended changes. Our guideline is to recover 100% of direct cost for adult programs and rentals and 50% of youth programs. We adjust fees to reflect this. Below is outlined the reason for the proposed changes. Please let me know if you have any questions or concerns.

Exhibit A
Allstar fee: Propose to decrease fee by $50. The current all-star fee is $100 This fee change reflects the council's decision to lower this fee as discussed during the Parks Board / Council joint workshop held on April 25, 2017
Current fee is$100, Proposed rate $50.
Camp T-Rec: This is a joint program that we do with Ormond Beach Parks & Recreation. Ormond has a 3% rate increase each year for their programs.
Senior Games: Increase registration fee by $5 to $15. Remove golf fee as this is set by market.
Parade Entry Fee: Increase fee by $10 for nonprofit/ noncommercial new fee is $25.
Parks & Recreation Partners Programs: Name change from co-sponsored. This will align with current code changes.

Exhibit B
Scoreboard Sponsor: Remove the payment plan option.

Exhibit C
Amphitheater: Remove NP/C fee
City Center Circle per hour: Increase NP/NC to $40 from $37.50 and delete the FP/C fee.
City Center Lake per hour: Decrease FP/C to $50 from $62.50 and delete the FP/C fee.
City Plaza and green per hour: Increase NP/NC to $15 from $12.50 and delete the FP/C fee.
Veterans Park per hour: Delete the FP/C fee.
Riverwalk Park per hour: New Fee NP/NC $40 per hour and delete the FP/C fee.
Picnic pavilion Fee per 3 hours Sm/Lg: Change fee from resident and nonresident to small and large pavilion. Small Pavilion is $50 for 3 hours and large pavilion is $75 for 3 hours.
Concessionaire Fee per day (based on event): Provide a range that can be molded to type of event. The proposed range is $25-$100 for nonprofit and $100-$500 for commercial.
Exhibitor Fee per day (based on event): Provide a range that can be molded to type of event. The proposed range is $15-$50 for nonprofit and $50-$250 for commercial.

Exhibit D
Barricades: remove rental includes ¼ closure. This will be included in the rental forms.
Parks, Public Works and Public Utilities employees: Delete public works as its own line and lump all services from these departments in one category.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B13) Resolution No. 17-26 – Easement Vacation – Lot 15, The Vineyards – Phase II

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 17-26.

SUMMARY: The Community Development Department has received an easement vacation application for a 2.5-foot wide portion of the 7.5-foot wide northerly side-yard Drainage and Utility Easement and a 2.5-foot wide portion of the 7.5-foot wide southerly side-yard Drainage and Utility Easement located on Lot 15 of The Vineyards – Phase II subdivision. The property owners have submitted the application in connection with a building permit application to construct a concrete sidewalk around the perimeter of their house. The building permit application has been reviewed to confirm compliance with minimum setback distances for the sidewalk and minimum open space requirements for the lot.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. There are no planned drainage or utility improvements proposed for the subject area. All franchise utility companies have provided a release letter for the subject areas. The easement area may be vacated, as described in the attached Exhibit “A”.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 17-26	Reso. No. 17-26.pdf
2.	vineyards2 aerial	vineyards2 aerial.pdf
3.	vineyards2 location	vineyards2 location.pdf
4.	vineyards2 drawing	vineyards2 drawing.pdf

Chip Glor	Created/Initiated - 05/30/2017
Wayne Clark	Approved - 05/30/2017
Margaret Roberts	Approved - 06/06/2017
Shannon Balmer	Approved - 06/06/2017
Jake Johansson	Approved - 06/06/2017

Robin Fenwick Final Approval - 06/06/2017

RESOLUTION NO.17-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A PORTION OF THE SIDEYARD AND REAR YARD DRAINAGE AND UTILITY EASEMENTS LOCATED AT 5475 ST. REGIS WAY ON LOT 15 OF THE VINEYARDS SUBDIVISION – PHASE II; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Huong Van Nguyen and Tieng Kim Nguyen, are the record owners of Lot 15, The Vineyards Subdivision – Phase II, according to the Warranty Deed recorded in Official Records Book 7315, Page 2123, Public Records of Volusia County, Florida, and have applied for the vacation of a 2.5-foot wide portion of the 7.5-foot wide northerly side-yard and easterly rear-yard drainage and utility easements located at 5475 St. Regis Way, in connection with the construction of an concrete sidewalks; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easements to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage and utility easements as more particularly described on the attached **Exhibit "A."**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The interest of the public in the portion of the drainage and utility easements depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 15, the Vineyards Subdivision – Phase 2, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easements, the Property Owner accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

_____
MAYOR DONALD O. BURNETTE

ATTEST

_____
Robin L. Fenwick, CMC, City Clerk

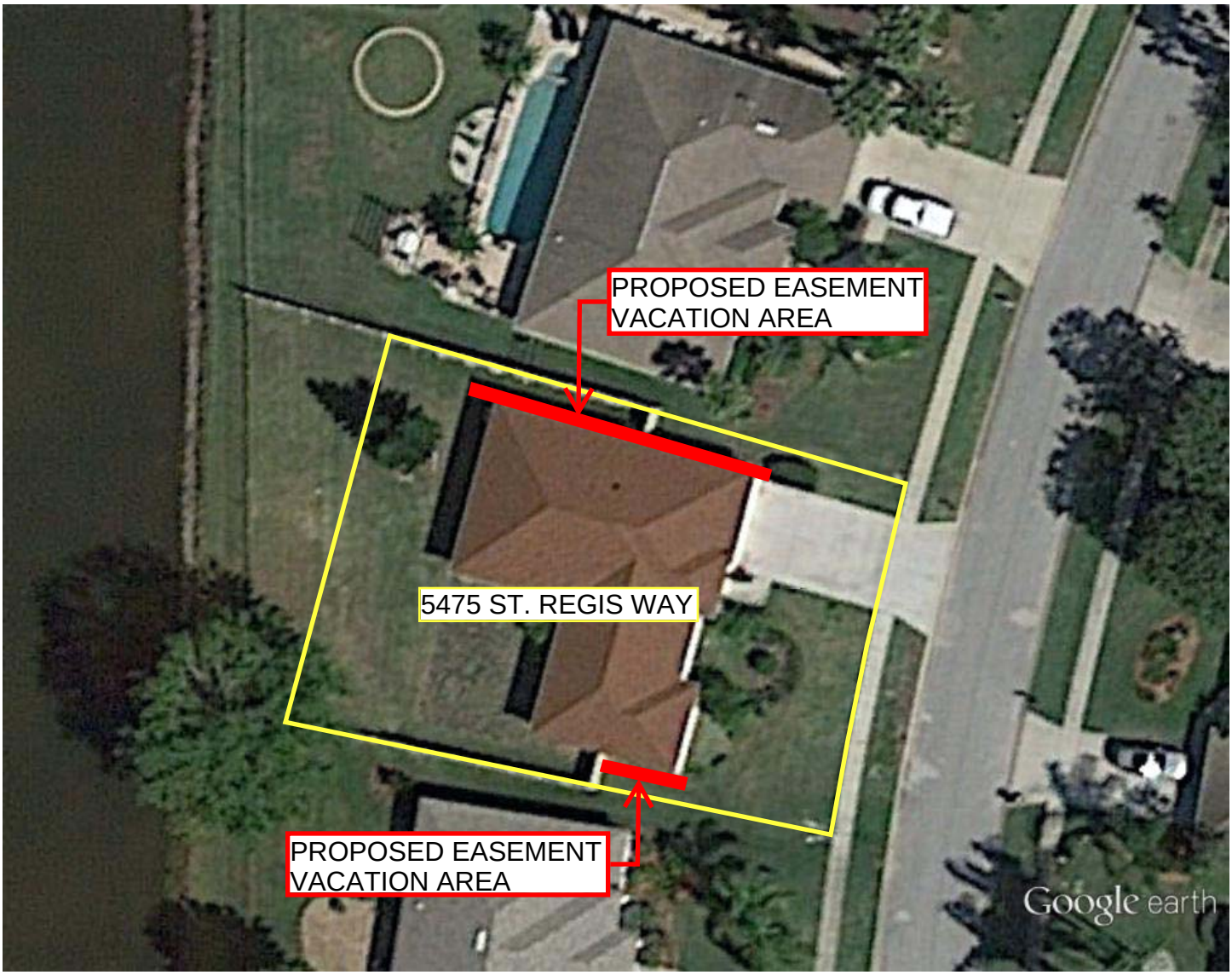
Adopted on the _____ day of _____, 2017

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

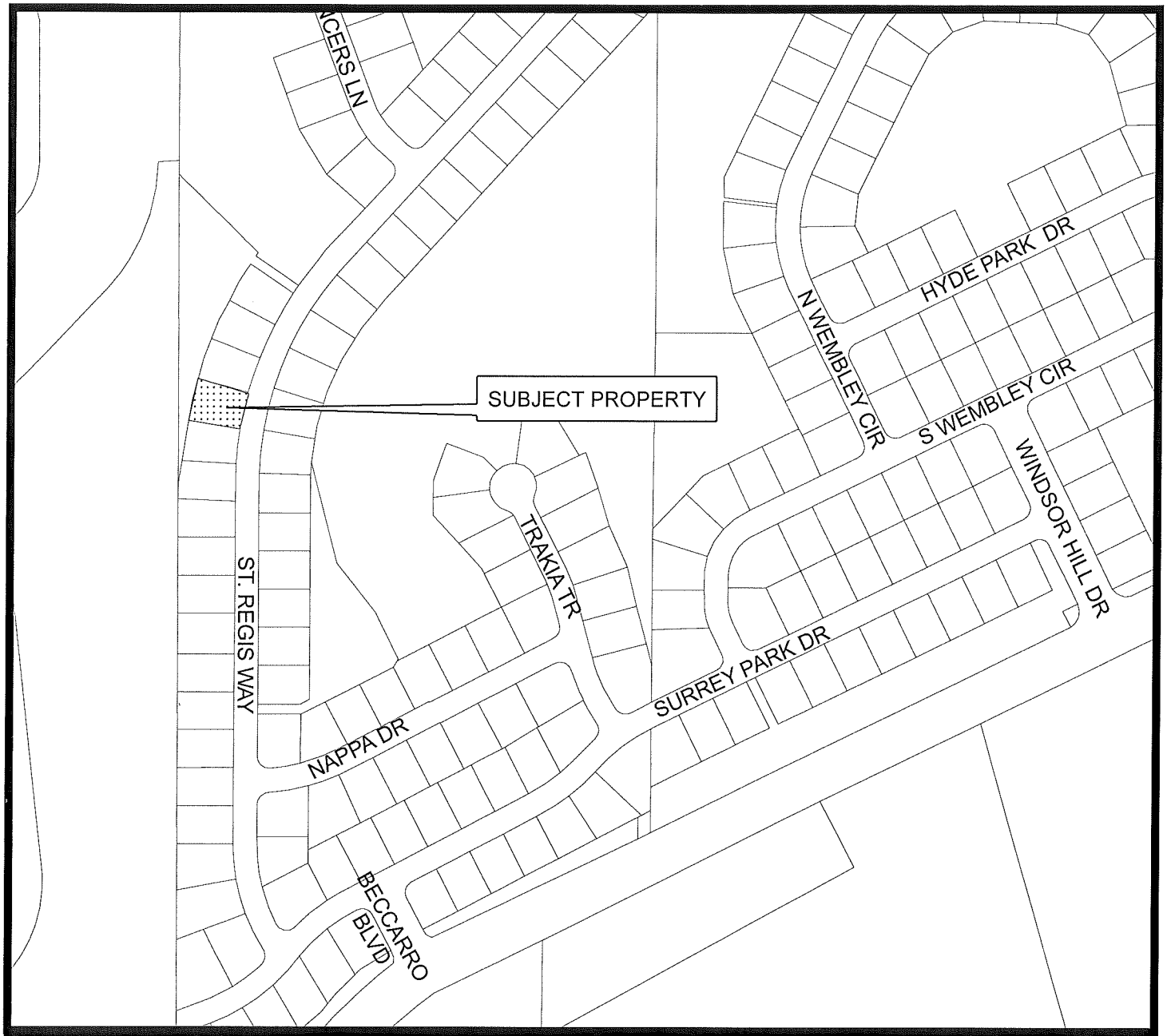
The southerly 2.50 feet of the northerly 7.50-feet wide Drainage and Utility Easement, except the easterly 27.00 feet and westerly 17.00 feet thereof, together with the northerly 2.50 feet of the southerly 7.50-feet wide Drainage and Utility Easement, except the easterly 28.00 feet and westerly 45.00 feet thereof, located on Lot 15, The Vineyards – Phase II, as per the plat recorded in Map Book 46, Page 56, Public Records of Volusia County, Florida.



Google earth

feet 100

meters 40



Case No.: 17-35000002

Applicants: Huong Van Nguyen and Tieng Kim Nguyen, property owners

Location: Lot 15, The Vineyards - Phase II (5475 St. Regis Way)

Requested Action: To vacate a portion of the side yard Drainage and Utility Easements located on Lot 15, The Vineyards - Phase II

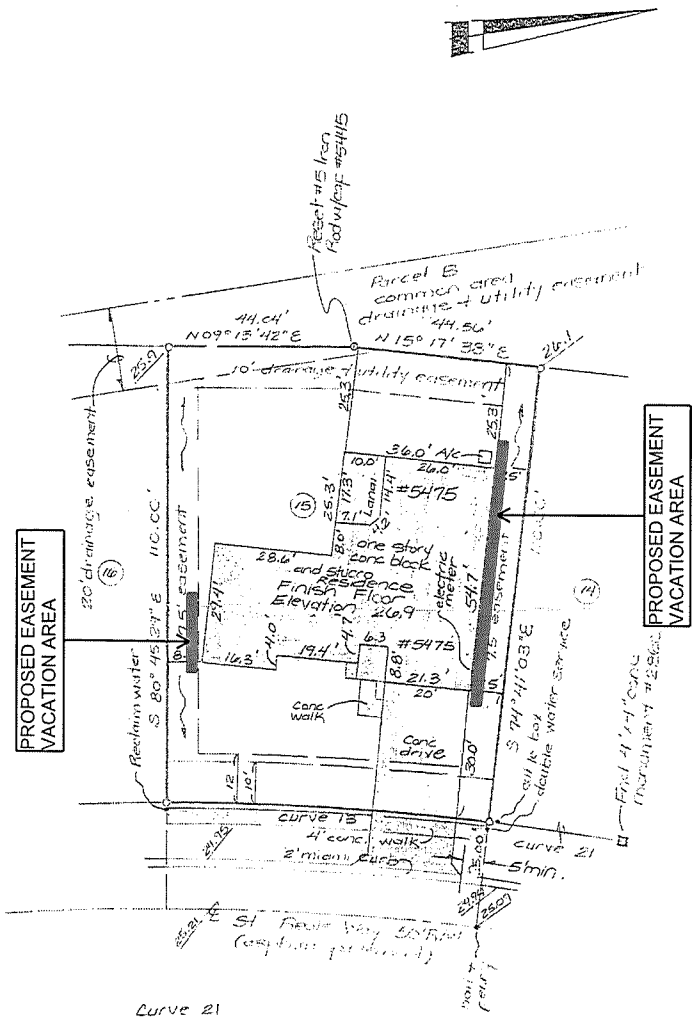
Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

EXHIBIT "B"



Curve 13
Arc = 76.86'
Radius = 725.00'
Delta = 06°04'26"
Chord = 76.82'
Chord Bearing = N 12°16'44"E

Curve 21
Arc = 250.58'
Radius = 725.00'
Delta = 19°48'07"

Plat of Survey.

LEGAL DESCRIPTION
LOT 15, THE VINEYARDS - PHASE II, AS RECORDED IN MAP BOOK 46, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 9130 SQUARE FEET / 0.21 ACRES MORE OR LESS

GENERAL NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
2. NO UNDERGROUND OR AERIAL UTILITIES LOCATED EXCEPT AS SHOWN.
3. LEGAL DESCRIPTION FURNISHED BY CLIENT.
4. BEARING STRUCTURE PER PLAT. BEARING BASELINE IS THE CENTERLINE OF ST. REGIS WAY.
5. FLOOD ZONE "C"
   PER COMMUNITY PANEL #125155 0406 E
   DATED JUNE 4, 1990
6. ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL 1929 DATUM.
7. BUILDING SETBACKS: MINIMUM
   FRONT = 30 FEET
   SIDE INTERIOR = 7.5 FEET
   REAR = 25 FEET
8. DRAINAGE AND UTILITY EASEMENTS:
   FRONT = 12 FEET
   SIDE INTERIOR = 7.5 FEET
   FLORIDA POWER AND LIGHT COMPANY EASEMENT:
   FRONT = 10 FEET
9. BURIED GAS LINE ALONG FRONT PROPERTY LINE NOT LOCATED.
10. TAX PARCEL # 6319-21-00-0150
11. ALL BEARINGS WITH DISTANCE ARE PLAT AND MEASURED.

LEGEND
R/W - RIGHT OF WAY
MEAS - MEASURED
CONC - CONCRETE
FND - FOUND
W/ = WITH
℄ - CENTERLINE
A/C - AIR CONDITION
25.69 - EXISTING ELEVATION
PROP - PROPOSED

~~~ - DRAINAGE FLOW

○ - SET #5 IRON ROD W/ CAP #5445-#1127
● - FND NAIL W/DISK #2830 - PERMANENT CONTROL POINT

Certified to:
1. JaKob Erwin Martin + Lise Lotte Martin
2. Adams Cameron Title Services Inc.
3. Fidelity National Title Insurance Company

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FRED M. HARPSTER - P.E./P.L.S. #4724/#1127
M. LISA LABREE - P.S.M. #5445
NOT VALID UNLESS EMBOSSED

REVISIONS	BY
Plot Plan 5-12-99	MLL
Plot Plan 7-13-99	MLL
Foundation 8-2-99	MLL
Final 4-21-00	MLL

HARPSTER ENGINEERING & SURVEYING, INC.
CONSULTANTS, CIVIL ENGINEERS
SURVEYORS, PLANNERS
FLORIDA REGISTRATION: 4724 ENGINEER 1127 SURVEYOR
436 NORTH GRANDVIEW AVENUE, DAYTONA BEACH, FL. 32118 PHONE 904/253-3241

Copyright 1999

DRAWN	MLL
CHECKED	FMH
DATE	2-4-99
SCALE	1"=20'
JOB NO	99-020
SHEET	1
OF	1 SHEETS
~~~

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (B14) Resolution No. 17-27 - Revising Fees for Public Records Request Production and Other Services

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-27.

SUMMARY: Due to the recent agreement with FRS Data to perform the City's estoppel letter services, Resolution No. 15-23 must be revised. Attached is a proposed Resolution deleting the expedited service and the turn-around time for regular service on Estoppel Letters. The lien search process time through FRS Data should be reduced drastically and will not require an expedited service. No other changes to the resolution are being proposed.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 17-27	Reso 17-27 Public Records Fee Reso.pdf

Robin Fenwick	Created/Initiated - 06/07/2017
Matthew Jones	Approved - 06/07/2017
Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017

RESOLUTION NO. 17-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING FEES FOR PUBLIC RECORDS REQUEST PRODUCTION AND OTHER SERVICES IN CONFORMANCE WITH FLORIDA PUBLIC RECORDS ACT; SUPERSEDING ANY PRIOR RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange receives requests for various types of public records; and

WHEREAS, the City of Port Orange incurs administrative expenses to record and organize activities, programs, plans and events of interest to the public; and

WHEREAS, additional costs are occasionally incurred in providing open access to a wide array of public records and in producing public records; and

WHEREAS, the City Council desires to have such costs borne by persons requesting records to the extent allowed by law; and

WHEREAS, Section 119.07 of the Florida Statues authorizes the City to impose fees to recover the actual costs of duplication, unless otherwise prescribed by law.

WHEREAS, Section 119.07 of the Florida Statutes also permits the City to impose a special service charge for those requests where the nature or volume of public records requested to be inspected or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the City involved, or both.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA;

Section 1. The City Council hereby adopts the fees for public records requests and other services as set forth on **Exhibit A**, attached hereto and made a part hereof.

Section 2. This Resolution shall supersede all prior public records fee resolutions, including Resolution No. 15-23.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this resolution, or application hereof, is for any reason, held invalid or unconstitutional

by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

Section 4. This resolution shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of June, 2017.

Reviewed and Approved: _____
Deputy City Attorney

EXHIBIT A

CITY OF PORT ORANGE
FEES FOR PUBLIC RECORDS PRODUCTION AND OTHER SERVICES

$0.15 per 1-sided black/white copy
$0.20 per 2-sided black/white copy
$0.50 per 1-sided color copy
$0.75 per 2-sided color copy
Documents larger than 11x17 - actual cost of duplication
$0.50 per black/white copy (size 24x36)
$1.00 per document to be certified
$1.00 per GIS color map page (size 11x17 or smaller)*
$9.00 per GIS color map page (size larger than 11x17)*
$1.00 per CD or DVD
$5.00 Fingerprints, Resident
$7.00 Fingerprints, Non-Residents
$5.00 Notary Service – per non City related document
$5.00 Garage Sale Permit
$24.00** Solicitor's background check
$5.00 Port Orange Police Department background checks
$25.00 per parcel for lien search service

Procedures are set forth in City Policy 1-47 for assessing fees for processing public records requests (1) which require extensive use of information technology resources, (2) which require extensive clerical and/or supervisory assistance by personnel of the city, (3) in a medium requested which the City does not ordinarily use, but which the City can provide as requested, or (4) where the City can satisfy a request for records not routinely developed or maintained by the city that requires a substantial amount of research, examination or programming.

*GIS Maps include but are not limited to Zoning maps, land use maps, zip code maps, precinct maps, etc.

**actual cost as amended by FDLE (Florida Department of Law Enforcement)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B15) Release of a Reservation of a Tree Conservation Easement

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the release of the reservation of a tree conservation easement located on Lot 6, Eastport Business Park - Unit II Plat, 4500 Eastport Parkway, as shown in the attached legal description and to authorize the Mayor and City Clerk to execute the release document attached hereto.

SUMMARY: The subject reservation of easement release request is being made by staff, as the City is the current property owner of Lot 6, Eastport Business Park - Unit II Plat, with an address of 4500 Eastport Parkway.

The reservation of easement was part of the Eastport Business Park – Unit II Plat, recorded in 2007. Lot 6 contains two tree conservation easement reservation areas. The easement reservation area on the north side of the lot does not contain any specimen or historic trees. It appears that it was reserved to protect the canopy of a historic Live Oak tree on the adjacent common area tract. Any future development of Lot 6 is not likely to affect the northern-most easement area as it is fully contained within the required building setback and runs parallel to the lot line minimizing impacts to site development options.

The easement reservation area on the south side of the lot contains a mix of understory vegetation and small diameter trees not typical in a tree conservation easement and one 30” diameter Live Oak. The southern-most easement area presents a challenge to site development options as it extends into the center of the lot and consumes most of the southwest quadrant of the development envelope. Only one other lot in the Eastport Business Park – Unit II Plat contains a tree conservation easement and it is located within the rear building setback. That tree was successfully preserved with the development of Lot 7. The more significant environmentally sensitive trees and vegetation within the Eastport Business Park – Unit II Plat are in a large conservation easement in favor of the St. Johns Water Management District.

Based on the tree survey and site inspection, the tree intended to be protected by the subject easement, as reserved, on Lot 6 meets the definition of a specimen tree as it is a 30” diameter Live Oak. Specimen trees are encouraged to be preserved whenever possible, but can be removed and mitigated in accordance with code. The subject tree is alive, but has thin foliage and the tall, narrow structure of an oak tree that has been growing in a forest-like condition (photo attached). At the time a site plan is submitted for any development of the subject property, the required tree survey will be reviewed

and the tree preservation requirements set forth in the Land Development Code, including code compliant options to remove and mitigate by planting more trees or contributing to the City's tree bank will be applied.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Release of Reservation	2017_06_05_14_51_38.pdf
2.	eastport lot 6 tree photo	lot 6 tree photo.pdf
3.	eastport2 aerial	eport2aerial.pdf
4.	eastport2 location	eport2 location.pdf
5.	eastport2 drawing	eport2 drawing.pdf
6.	eastport2 legal	eport2 legal.pdf

Penelope Cruz	Created/Initiated - 06/01/2017
Wayne Clark	Approved - 06/01/2017
Shannon Balmer	Approved - 06/06/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

This Instrument Prepared By:
Shannon K. Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

Portion of Parcel No. 6310-30-00-0060

Space Reserved for Recording Data

RELEASE OF RESERVATION OF TREE CONSERVATION EASEMENT

THIS Release of Reservation of Tree Conservation Easement is made this _____ day of _____, 2017, by **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter "City".

W I T N E S S E T H:

WHEREAS, the City is the fee simple owner of Lot 6, Eastport Business Park – Unit II Plat, where the Reservation of Tree Conservation Easement is located; and

WHEREAS, on July 9, 2007, the City of Port Orange recorded the Eastport Business Park – Unit II plat, reserving a tree conservation easement on Lot 6 of said plat, (hereinafter referred to as the "Reservation"); and

WHEREAS, the Reservation is graphically depicted and legally described in Map Book 54, Page 128, Public Records, Volusia County, Florida; and

WHEREAS, the City recognizes the impact of the Reservation for future property owners and plans for development of said Lot 6; and

WHEREAS, the City desires to release the Reservation to allow future property owners more flexibility with the development of Lot 6; and

WHEREAS, the specific area of the Reservation being released is legally described and graphically depicted on **Exhibit "A"** attached hereto, and made a part hereof; and

WHEREAS, the City, has determined the release of the Reservation on the attached **Exhibit "A"** will not compromise tree conservation efforts on Lot 6 as any future development will be required to comply with tree preservation requirements set forth in the City of Port Orange Land Development Code.

NOW, THEREFORE, the City of Port Orange, hereby releases the Reservation, more particularly described and graphically depicted on attached **Exhibit "A."**

IN WITNESS WHEREOF, the City, has executed this Release of the Reservation of Tree Conservation Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

Witness: _____
Printed Name:_____

Witness: _____
Printed Name:_____

By: _____
Donald O. Burnette, Mayor

Witness: _____
Printed Name:_____

Attest:

Witness: _____
Printed Name:_____

_____
Robin L. Fenwick, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **RELEASE OF RESERVATION OF TREE CONSERVATION EASEMENT** was acknowledged before me this _____ day of _____, 2017, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein.

(Notary, please check one):

[_] personally known to me, or
[_] has produced _____ as identification.

_____
Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing **RELEASE OF RESERVATION OF TREE CONSERVATION EASEMENT** was acknowledged before me this _____ day of _____, 2017, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein.

(Notary, please check one):

[_] personally known to me, or
[_] has produced _____ as identification.

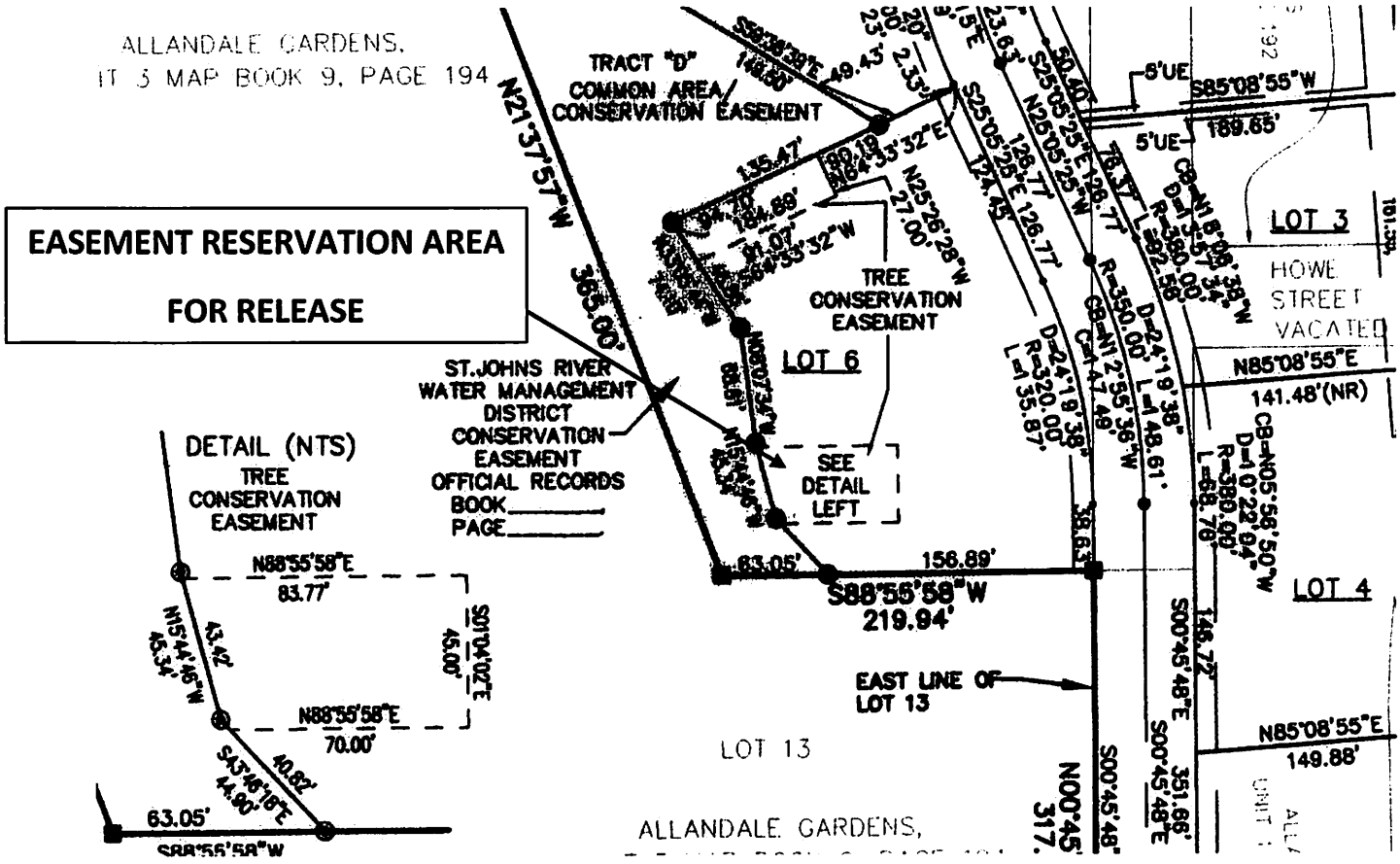
_____
Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

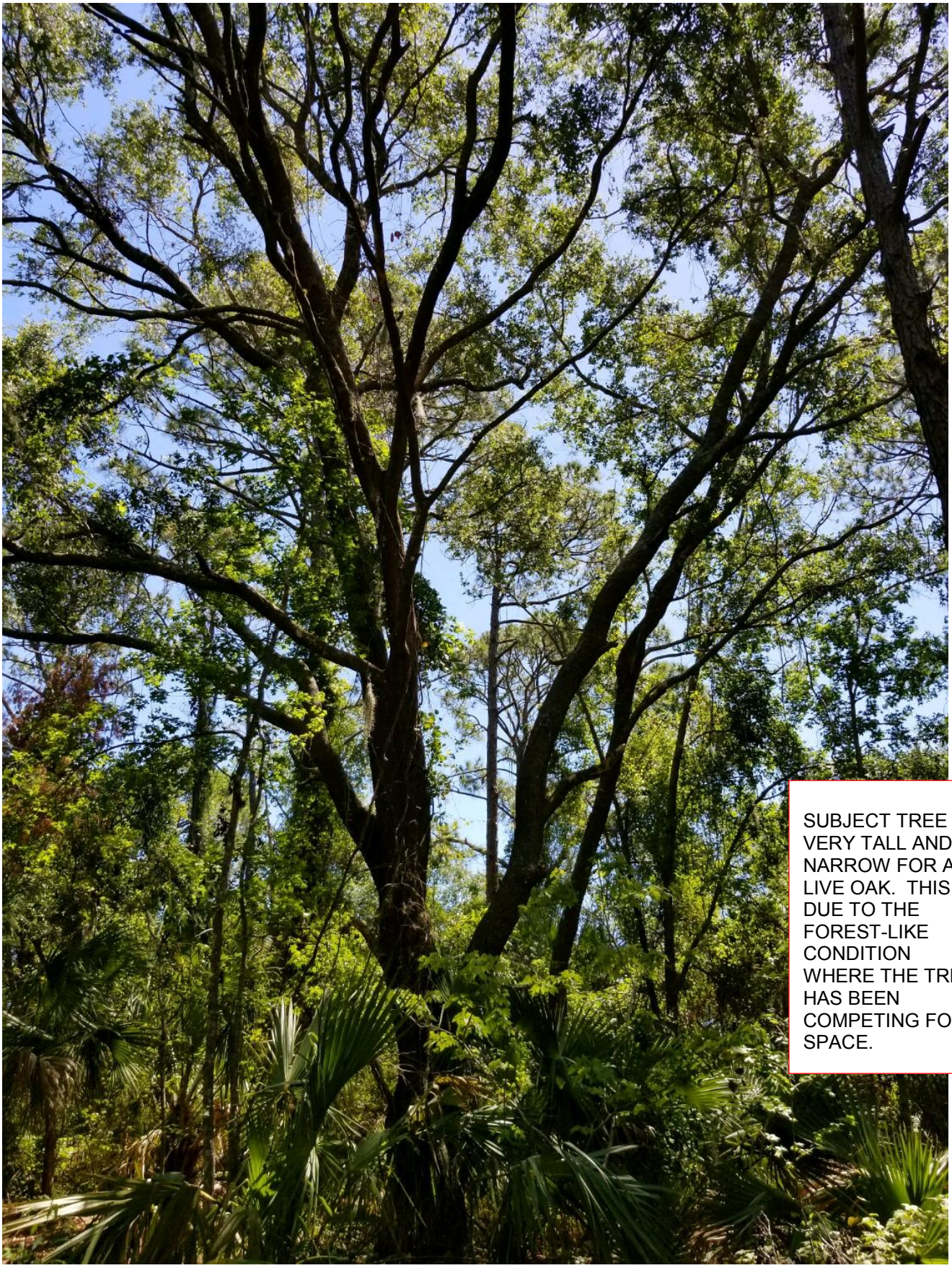
EXHIBIT "A"

LEGAL DESCRIPTION

The southernmost Tree Conservation Easement Reservation located on Lot 6, Eastport Business Park – Unit II, as recorded in Map Book 54, Pages 128 and 129, Public Records of Volusia County, Florida.

EXHIBIT "A" continued





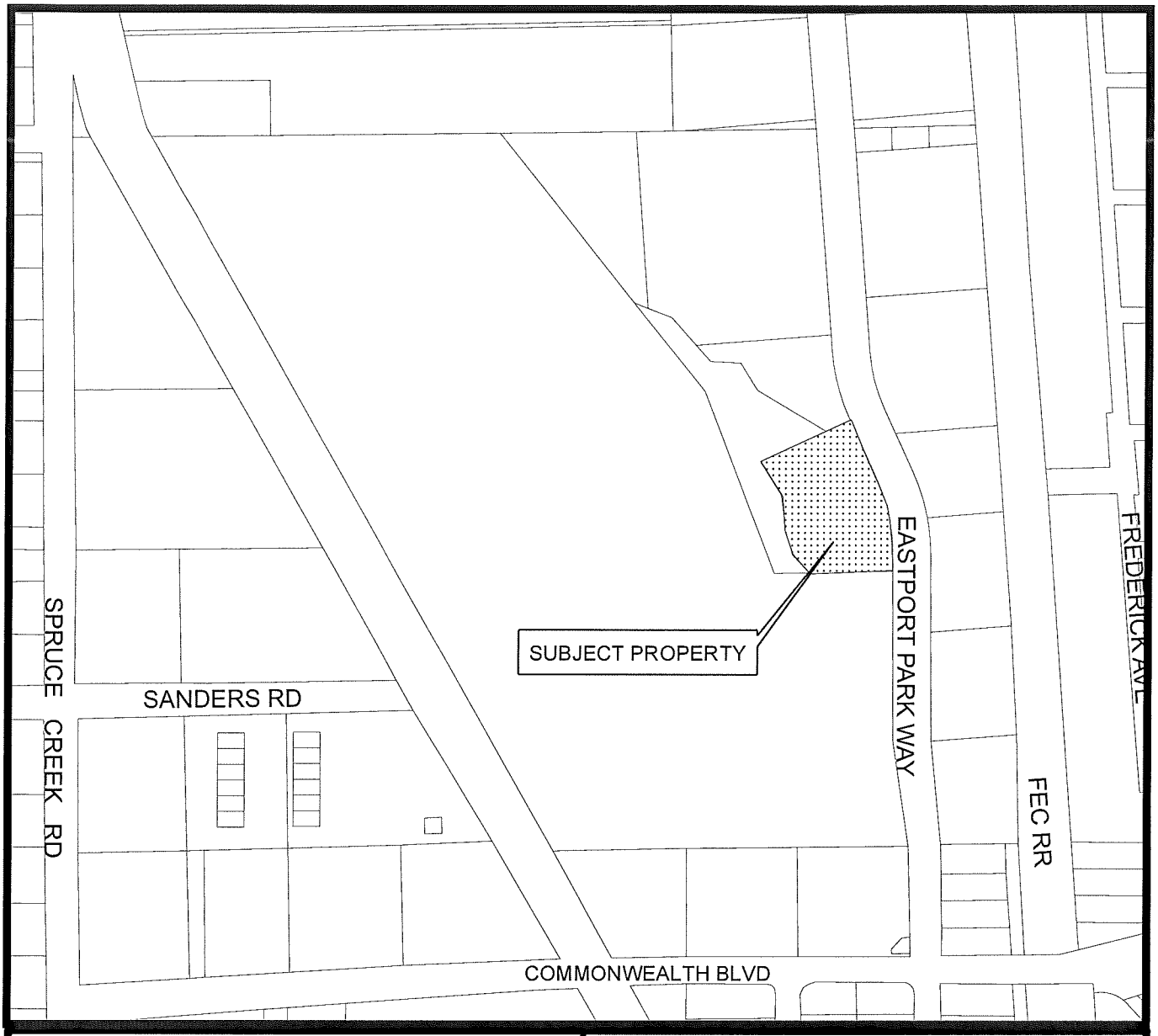
SUBJECT TREE IS VERY TALL AND NARROW FOR A LIVE OAK. THIS IS DUE TO THE FOREST-LIKE CONDITION WHERE THE TREE HAS BEEN COMPETING FOR SPACE.

Release of a Reservation of a Tree Conservation Easement
Lot 6, Eastport Business Park – Unit II Plat



Google earth

feet 600
meters 100



Case No.: 17-35000001

Applicant: City of Port Orange

Location: 4500 Eastport Parkway

Requested Action: To release a reservation of a Tree Conservation Easement located on Lot 6, Eastport Business Park - Unit II

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

EXHIBIT "A"

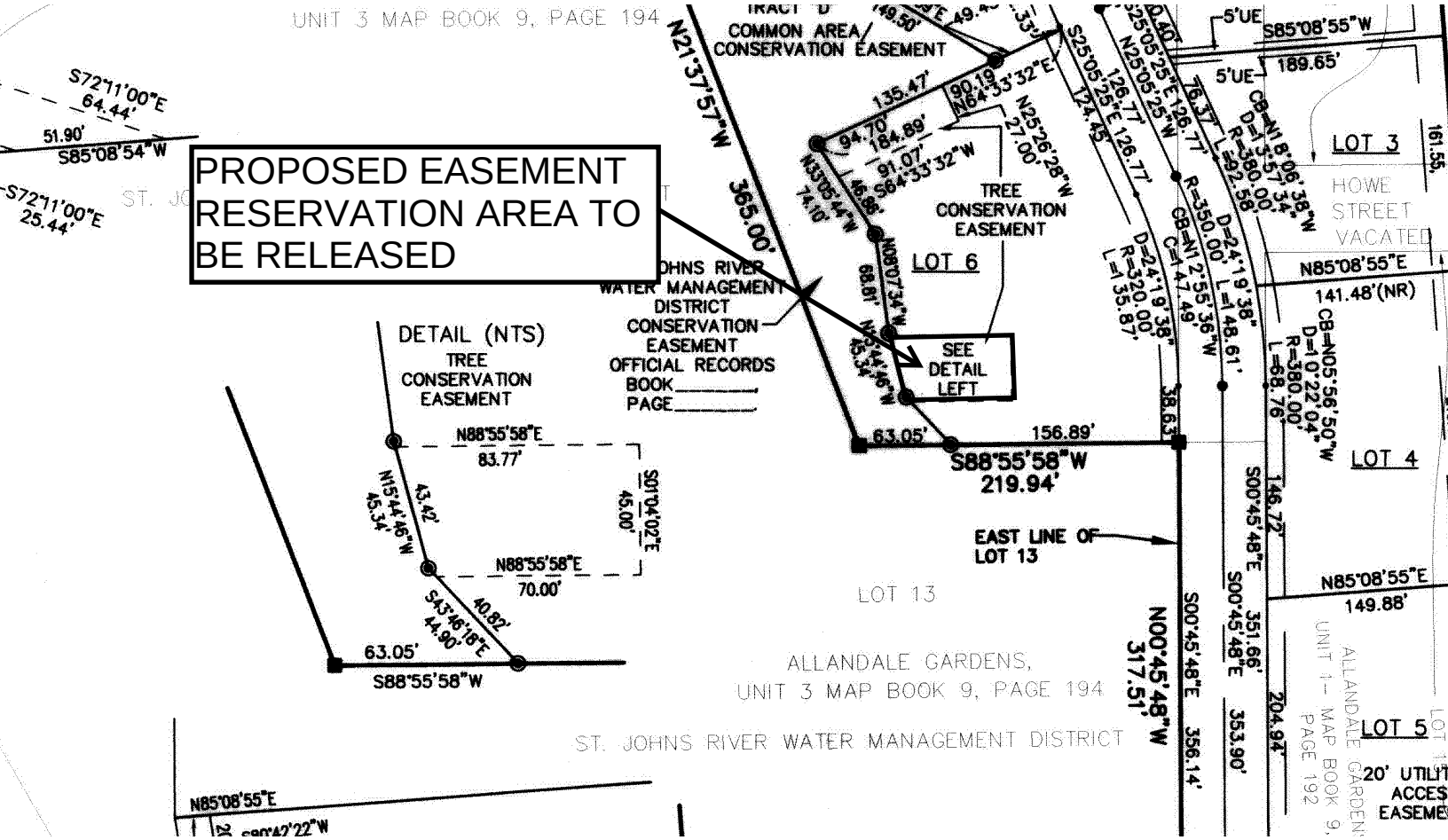

PROPOSED EASEMENT RESERVATION AREA TO BE RELEASED
UNIT 3 MAP BOOK 9, PAGE 194
COMMON AREA/ CONSERVATION EASEMENT
TREE CONSERVATION EASEMENT
LOT 6
LOT 3
LOT 4
LOT 5
LOT 13
HOWE STREET VACATED
SEE DETAIL LEFT
DETAIL (NTS)
TREE CONSERVATION EASEMENT
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT OFFICIAL RECORDS BOOK_____, PAGE_____
EAST LINE OF LOT 13
ALLANDALE GARDENS, UNIT 3 MAP BOOK 9, PAGE 194
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
ALLANDALE GARDENS UNIT 1- MAP BOOK 9, PAGE 192
20' UTILITY ACCESS EASEMENT
S72°11'00"E 64.44'
51.90'
S85°08'54"W
S72°11'00"E 25.44'
N21°37'57"W 365.00'
S25°05'25"E 126.77'
N25°05'25"W 126.77'
S85°08'55"W 189.65'
5'UE
135.47'
90.19'
N64°33'32"E
94.70'
184.89'
91.07'
S64°33'32"W
N25°26'28"W 27.00'
N43°08'44"W 74.10'
46.58'
N08°07'34"W 68.81'
N15°44'46"W 45.34'
63.05'
156.89'
S88°55'58"W 219.94'
38.63'
N00°45'48"W 317.51'
S00°45'48"E 356.14'
S00°45'48"E 351.66'
S00°45'48"E 353.90'
146.72'
204.94'
N85°08'55"E 149.88'
N85°08'55"E 141.48'(NR)
R=350.00' D=24°19'38" L=148.61' CB=N12°55'36"W C=147.49'
R=320.00' D=24°19'38" L=135.87'
R=380.00' D=13°57'34" L=92.58' CB=N18°06'38"W
R=380.00' D=10°22'04" L=68.76' CB=N05°56'50"W
161.55'
N88°55'58"E 83.77'
S01°04'02"E 45.00'
N15°44'46"W 45.34'
43.42'
N88°55'58"E 70.00'
S43°46'16"E 44.90'
40.82'
63.05'
S88°55'58"W
N85°08'55"E
S88°42'22"W

EXHIBIT “A”

LEGAL DESCRIPTION

The southernmost Tree Conservation Easement Reservation located on Lot 6, Eastport Business Park – Unit II, as recorded in Map Book 54, Pages 128 and 129, Public Records of Volusia County, Florida.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B16) Release of Easement - Proposed Cornerstone Grove Subdivision

DEPARTMENT: Community Development

GOAL: 3 - Quality Of Life

RECOMMENDED MOTION: Move to approve the partial release of the Harmonizing Easement to Geosam Capital US (Venetian Bay) LP for proposed Cornerstone Grove Subdivision and to authorize the Mayor and City Clerk to execute the release document attached hereto.

SUMMARY: Cornerstone Grove is a proposed subdivision located at the corner of Hidden Lakes Drive and the future Yorktowne Boulevard extension. The developer/owner is requesting a release of a portion of the harmonizing easement granted to the City. The harmonizing easement was intended for purposes of sloping, grading, tying in, and harmonizing grade features across the Easement Premises from the future Yorktowne Boulevard public right-of-way improvements to and upon the adjacent property (proposed Cornerstone Grove Subdivision). The developer/owner has submitted the application in connection with the proposed Cornerstone Grove subdivision. Development plans are designed so that the portion of the easement to be released will not be necessary for its original purpose.

The request for release of a portion of the easement and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. The easement area may be released, as described in the attached Exhibit “A”.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Partial Release of Easement	2017_06_06_15_16_16.pdf
2.	cornerstone aerial	cornerstone aerial.pdf
3.	cornerstone location	conerstone location.pdf
4.	Exhibit A - Sketch & Legal	2017_06_06_15_29_00.pdf

Chip Glor	Created/Initiated - 05/31/2017
Wayne Clark	Approved - 05/31/2017
Margaret Roberts	Approved - 06/06/2017
Shannon Balmer	Approved - 06/06/2017

Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017

This Instrument Prepared By:
Shannon K. Balmer, Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

Portion of Parcel No. 6318-00-00-0091

Space Reserved for Recording Data

PARTIAL RELEASE OF HARMONIZING EASEMENT

THIS Partial release of Harmonizing Easement is made this _____ day of _____, 2017, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter "City," and **GEOSAM CAPITAL US (VENETIAN BAY) LP**, a Delaware limited partnership, authorized to do business in the State of Florida with a mailing address: 424 Luna Bella Lane Suite 122, New Smyrna Beach, FL 32168, as successor in interest to Key Largo Townhomes, LLC, hereinafter "Geosam".

W I T N E S S E T H:

WHEREAS, the Geosam is the fee simple owner of the property where the Easement is located; and

WHEREAS, on May 17, 2010 Key Largo Townhomes, LLC granted to the City a Harmonizing Easement, that document having been filed of record on May 25, 2010 in Official Records Book 6478, Pages 3336, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the "Easement"); and

WHEREAS, the Harmonizing Easement is graphically depicted and legally described in Official Records Book 6478, Pages 3336 of the Public Records Volusia County, Florida; and

WHEREAS, Geosam, as successor in interest, has requested the City release a portion of the Harmonizing Easement as a result of new development plans that no longer necessitate the entire easement, the specific area of the partial release being legally described and graphically depicted on **Exhibit "A"** attached hereto, and made a part hereof; and

WHEREAS, the City, as owner of the Yorktowne Boulevard public right-of-way and the owner of the harmonizing easement, has determined the release of a portion of the easement, as described on the attached **Exhibit "A,"** will not adversely impact the future construction of the Yorktowne Boulevard public right-of-way improvements.

NOW, THEREFORE, the City of Port Orange, hereby releases to Geosam, the portion of the Harmonizing Easement more particularly described and graphically depicted on attached **Exhibit "A."**

IN WITNESS WHEREOF, the City, has executed this Partial Release of the Harmonizing Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

Witness: _____
Printed Name:_____

Witness: _____
Printed Name:_____

Witness: _____
Printed Name:_____

Witness: _____
Printed Name:_____

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest:

_____
Robin L. Fenwick, CMC, City Clerk

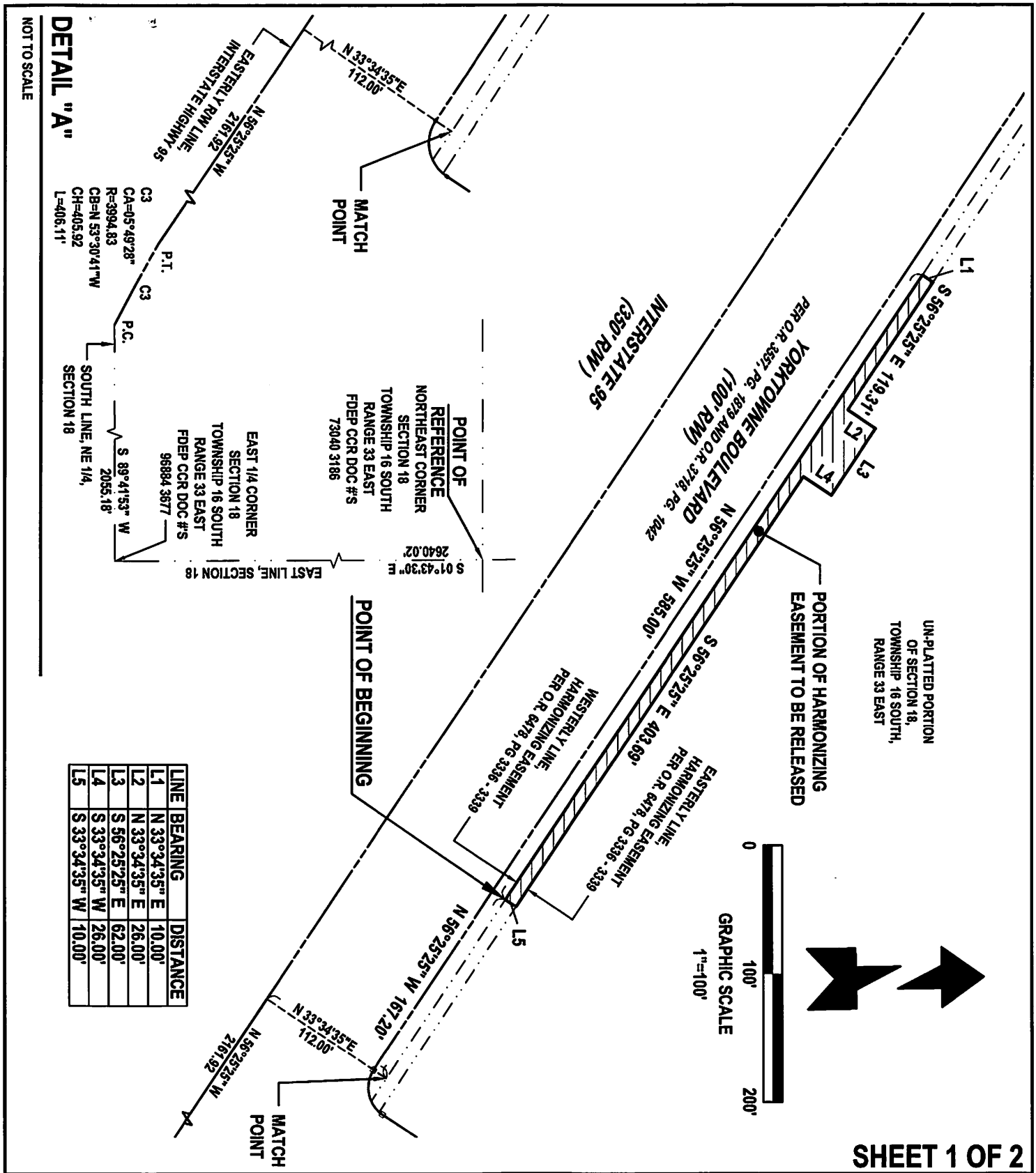
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **PARTIAL RELEASE OF HARMONIZING EASEMENT** was acknowledged before me this _____ day of _____, 2017, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein.
(Notary, please check one):
[_] personally known to me, or
[_] has produced _____ as identification.

_____
Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing **PARTIAL RELEASE OF HARMONIZINGEASEMENT** was acknowledged before me this _____ day of _____, 2017, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein.
(Notary, please check one):
[_] personally known to me, or
[_] has produced _____ as identification.

_____
Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:



LINE	BEARING	DISTANCE
L1	N 33°34'35" E	10.00'
L2	N 33°34'35" E	26.00'
L3	S 56°25'25" E	62.00'
L4	S 33°34'35" W	26.00'
L5	S 33°34'35" W	10.00'

SHEET 1 OF 2

THIS IS NOT A SURVEY
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SURVEYOR'S SIGNATURE

OWB: DAB
DATE: 04/15/2017
MAP SUBJECT: PARTIAL RELEASE OF HARMONIZING EASEMENT
SCALE: 1"=100'

TYPE OF SURVEY:
SKETCH AND LEGAL

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

EXHIBIT "A"

LEGAL DESCRIPTION: (PARTIAL RELEASE OF HARMONIZING EASEMENT)

A PARCEL OF LAND BEING IN AN UNPLATTED PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; RUN THENCE ALONG THE EAST LINE OF SAID SECTION 18, SOUTH 01 DEGREES 43 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 2640.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 FOR A DISTANCE OF 2055.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (A 350 FOOT RIGHT-OF-WAY AS NOW LAID OUT), SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 05 DEGREES 49 MINUTES 28 SECONDS, A RADIUS OF 3994.83 FEET, A CHORD BEARING OF NORTH 53 DEGREES 30 MINUTES 41 SECONDS WEST AND A CHORD DISTANCE OF 405.92 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 406.11 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 56 DEGREES 25 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 2161.92 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 33 DEGREES 34 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 112.00 FEET TO A POINT ON THE WESTERLY LINE OF THE HARMONIZING EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 6478, PAGES 3336-3339 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID HARMONIZING EASEMENT, NORTH 56 DEGREES 25 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 167.20 FEET TO THE POINT OF BEGINNING OF THE RELEASED PORTION OF SAID EASEMENT; THENCE CONTINUE ALONG SAID WESTERLY LINE, NORTH 56 DEGREES 25 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 585.00 FEET; THENCE DEPARTING SAID WESTERLY LINE, NORTH 33 DEGREES 34 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID HARMONIZING EASEMENT; THENCE ALONG SAID EASTERLY LINE, SOUTH 56 DEGREES 25 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 119.31 FEET; THENCE NORTH 33 DEGREES 34 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 26.00 FEET; THENCE SOUTH 56 DEGREES 25 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 62.00 FEET; THENCE SOUTH 33 DEGREES 34 MINUTES 35 SECONDS WEST FOR DISTANCE OF 26.00 FEET; THENCE SOUTH 56 DEGREES 25 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 403.69 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 33 DEGREES 34 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID HARMONIZING EASEMENT AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 7,462 SQUARE FEET OR 0.171 ACRES MORE OR LESS.

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (N 56°25'25" W) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD (100' RIGHT-OF-WAY, NOT OPEN), FLORIDA. FOR ANGLE MEASUREMENT ONLY.

2. LEGAL DESCRIPTION NEW PER A1A GEO, INC.

ABBREVIATIONS / LEGEND:

C	CURVE
CH	CH
CH BRG	CHORD BEARING
FL	FLORIDA
L	LENGTH
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
M	MEASURED
N/A	NOT APPLICABLE AND/OR NOT AVAILABLE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO	NUMBER
P.B.	PLAT BOOK
PG.	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY

THIS IS NOT A SURVEY

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/15/2017

ANTHONY SANZONE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

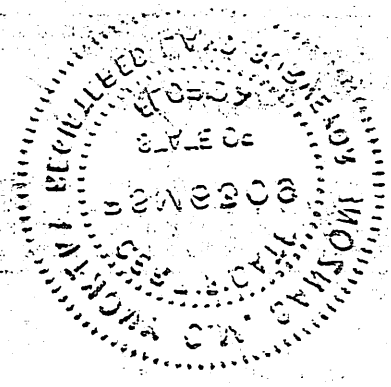
OWB: DAB
DATE: 04/15/2017

MAP SUBJECT: PARTIAL RELEASE OF HARMONIZING EASEMENT

SCALE: N/A

TYPE OF SURVEY: SKETCH AND LEGAL

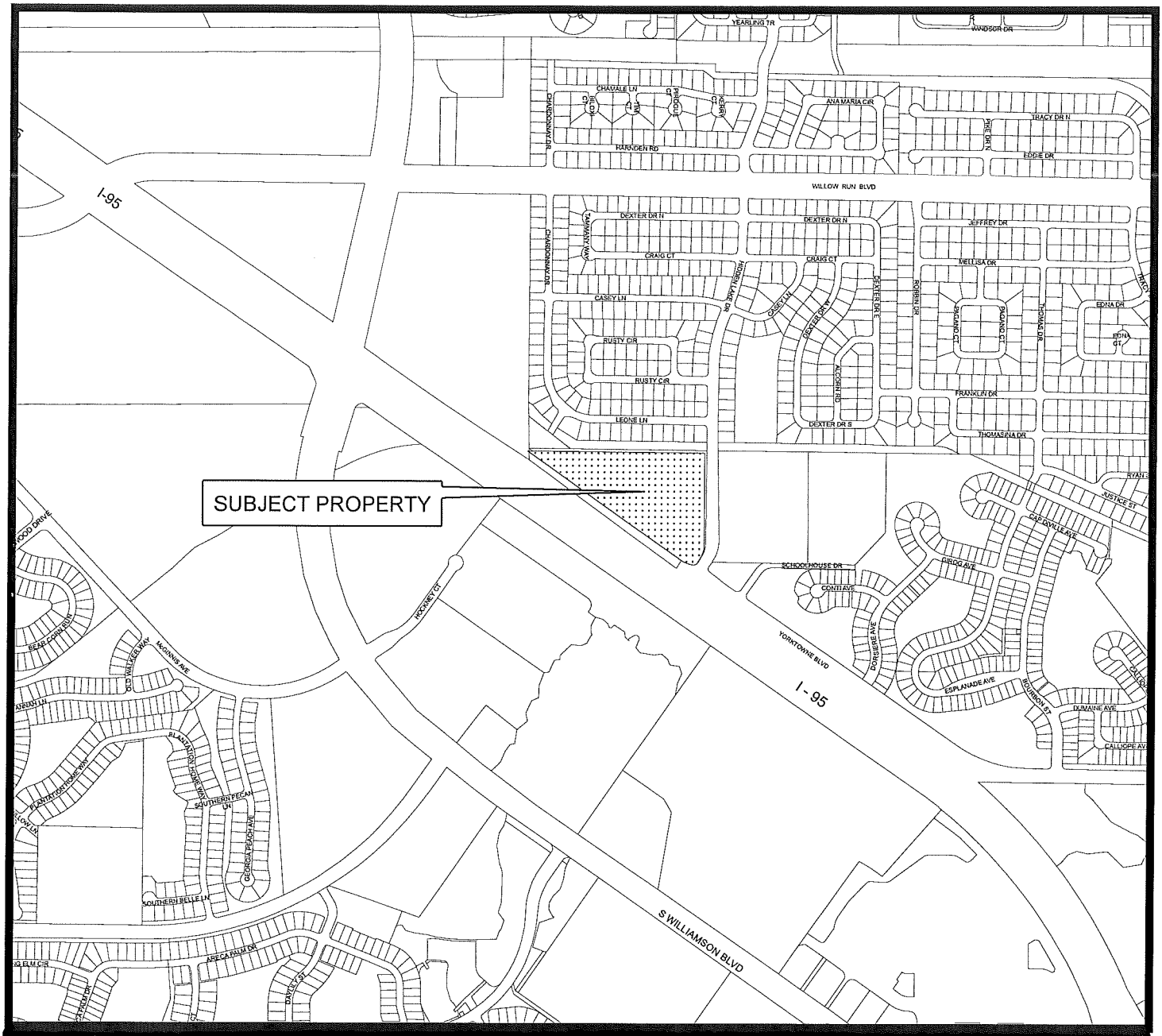
A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309





Google earth

feet 900
meters 200



Case No.: 17-35000003

Applicant: Geosam Capital US, property owner

Location: Proposed Cornerstone Grove Subdivision; 4750 Hidden Lake Drive

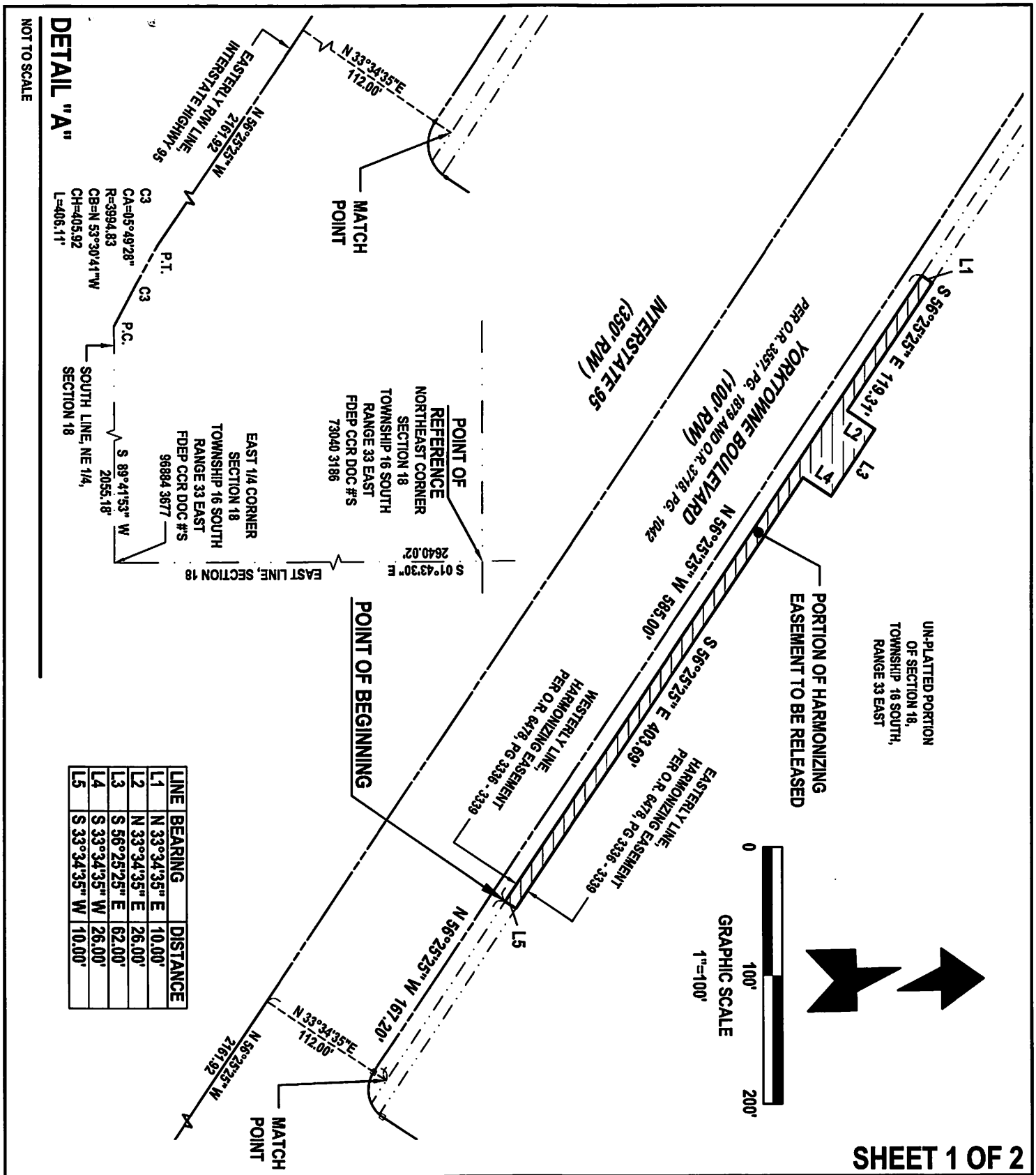
Requested Action: To release a portion of a Harmonizing Easement located within the proposed Cornerstone Grove Subdivision

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S



LINE	BEARING	DISTANCE
L1	N 33°34'35" E	10.00'
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SHEET 1 OF 2

THIS IS NOT A SURVEY
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SURVEYOR'S SIGNATURE

OWB: DAB
DATE: 04/15/2017
MAP SUBJECT: PARTIAL RELEASE OF HARMONIZING EASEMENT
SCALE: 1"=100'

TYPE OF SURVEY: SKETCH AND LEGAL

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

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M	MEASURED
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P.B.	PLAT BOOK
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SHEET 2 OF 2

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

04/15/2017

ANTHONY SANZONE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: DAB
DATE: 04/15/2017
MAP SUBJECT: PARTIAL RELEASE OF HARMONIZING EASEMENT
SCALE: N/A

TYPE OF SURVEY: SKETCH AND LEGAL

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1370 US Highway 1 Ste 204 Ormond Beach Florida 32174
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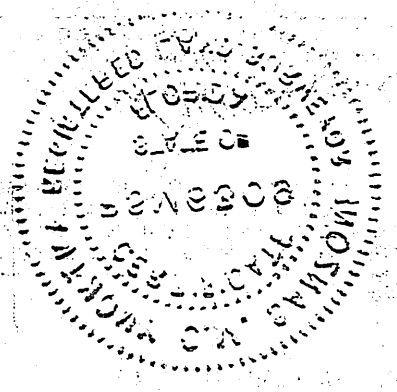


CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B17) Dedication of right-of-way along the north side of Herbert Street, adjacent to 3567 Nova Road (Cumberland Farms)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to accept the dedication of right-of-way along the north side of Herbert Street, adjacent to 3567 Nova Road.

SUMMARY: The right-of-way dedication pertains to the area along the north side of Herbert Street, adjacent to the under construction Cumberland Farms site (3567 Nova Rd). According to the Land Development Code (LDC), the ultimate right-of-way width for the section of Herbert Street, between Jackson Street and Nova Road, is 70 feet wide. Currently, the width of the Herbert Street right-of-way adjacent to the Cumberland Farms site is 50 feet, therefore an additional 20 feet is needed. The additional right-of-way is required by the LDC for future roadway expansion or improvements to Herbert Street. The property owner of 3567 Nova Road, Cumberland Farms, is giving the City a 10' strip of land along Herbert Street. The remaining 10 feet of right-of-way will be obtained from the property (abandoned Port Hole Carwash- 956 Herbert Street) located across from the subject property when that site is redeveloped. The attached aerial graphic shows Nova/Herbert intersection and location of the right-of-way being dedicated to the City of Port Orange (Exhibit "1").

At this time, there are no proposed improvements at the Herbert Street and Nova Road intersection. However, in March of this year, the City Council authorized staff to submit an application to the River to Sea TPO for an intersection analysis. The intersection analysis report will identify improvments (signal retiming, turn lanes, and extending the stacking room for exisitng turn lanes) to improve movement through the Nova Road and Herbert Street intersection area (Exhibit "2"). The intersection experiences congestion throughout the day, most notably in the morning and late afternoon. Based on the recommendations in the intersection analysis, staff will submit for design and construction funds through the TPO to make roadway improvements at this intersection. The additional right-of-way received may be used to complete the anticipated roadway improvements at this intersection, specifically a future right-turn lane.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Deed of Dedication	Deed of Dedication.pdf
2.	Exhibit "1"	Cumberland Farms ROW Dedication Map - CC 6-20-17.pdf
3.	Exhibit "2"	Cumberland Farms Intersection Improvement Map - CC 6-20-17.pdf

Melanie Schmotzer	Created/Initiated - 05/30/2017
Wayne Clark	Approved - 05/30/2017
Shannon Balmer	Approved - 05/31/2017
Jake Johansson	Approved - 05/31/2017
Robin Fenwick	Final Approval - 05/31/2017

Prepared by:
Shannon K. Balmer,
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

A portion of Parcel No. 6337-01-17-0031

{Space Above This Line For Recording Data}

Deed of Dedication
(Right-of-Way)

This Deed of Dedication, is made and executed this _____ day of _____A.D.____, between **Cumberland Farms, Inc.**, a Delaware corporation authorized to do business in the State of Florida, with a mailing address of: 165 Flanders Road Westborough, MA 01581, hereinafter referred to as, "Dedicator;" and **CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation**, of the County of Volusia in the State of Florida, post office address: Attn: City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144, "City."

WITNESSETH:

That the said Dedicator, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said Dedicator, in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby dedicate, release, remise, and quit-claim unto the City, its successors and assigns forever, for the purposes of a right-of-way for a public road and appurtenances, all that certain land lying and being in the County of Volusia, State of Florida, being more particularly described as follows:

SEE ATTACHED EXHIBIT "A

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity, and claim whatsoever of the Dedicator, either in law or equity forever.

CITY, by accepting this Dedication, obligates itself to forever preserve and use the property dedicated herein for the purpose recited above, and such other public purposes deemed desirable by City.

AND the said Dedicator hereby covenants with City that the Dedicator is lawfully seized of said land in fee simple; that the Dedicator has good right and lawful authority to dedicate and convey said land; that the Dedicator does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Dedicator has caused this *Deed of Dedication* to be executed on its behalf the day and year first above written.

Signed, sealed and delivered in our presence:

DEDICATOR:

Cumberland Farms, Inc.,
a Delaware corporation authorized to do business in Florida

_____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

_____
Printed Name: _____

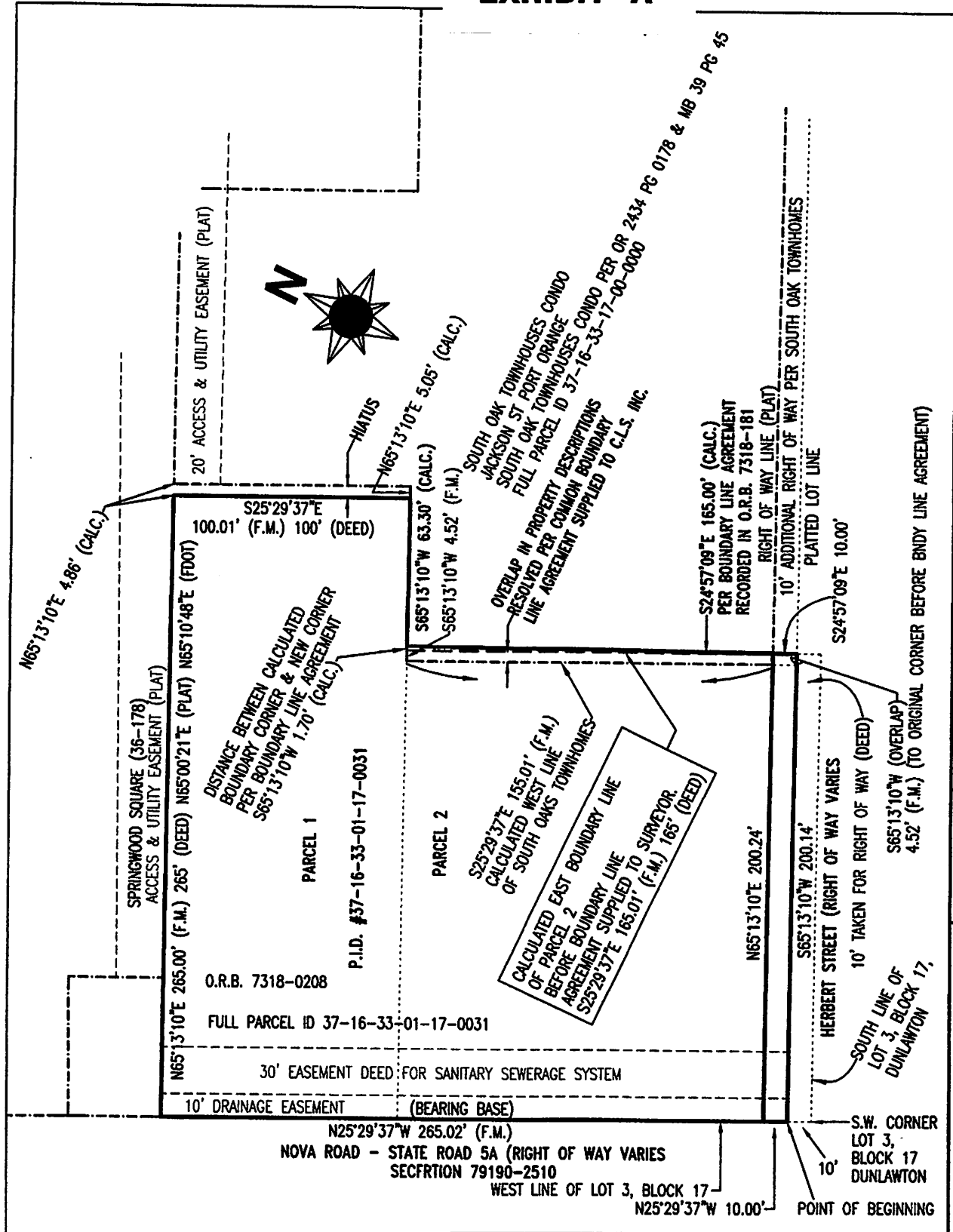
Witnesses as to all Dedicators

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of Cumberland Farms, Inc., a Delaware corporation authorized to do business in Florida, the "Dedicator" named in the foregoing Deed of Dedication, who is duly empowered and authorized to execute the foregoing Deed of Dedication, and who is: [_] personally known to me; or [_] produced _____ as identification.

_____
Notary Public, State of _____
Printed Name, Commission, Term Expiration Date and Seal:

EXHIBIT "A"



LEGEND / ABBREVIATIONS

R/W	RIGHT OF WAY
ASPH.	ASPHALT
PLAT	PLAT DATA
F.M.	FIELD MEASURED
FND.	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
CONC.	CONCRETE
TYP.	TYPICAL
S/W	SIDEWALK
F.F.E.	FINISHED FLOOR ELEVATION
NR	NON-RADIAL
N.D.	NAIL & DISC
OHE	AERIAL UTILITIES

CULLUM LAND SURVEYING INC.
GREGG S. CULLUM
PROFESSIONAL SURVEYOR & MAPPER #5095
LICENSED BUSINESS #7129
5889 S. WILLIAMSON BLVD.
SUITE 205
PORT ORANGE, FLORIDA 32128
386-761-7666
(FAX) 386-761-7909

CERTIFIED TO:
CUMBERLAND FARMS, INC.
THE CITY OF PORT ORANGE

NOT VALID UNLESS SIGNED BY A PROFESSIONAL SURVEYOR AND MAPPER AND SEALED WITH AN EMBOSSED SEAL

GENERAL NOTES:
1 THIS IS NOT A BOUNDARY SURVEY.
2 BEARING ASSUMED FOR THE EAST R/W LINE OF NOVA ROAD, BEING N25°29'37"W.

NOT VALID IF BOTH SHEETS (1 AND 2) ARE NOT SIGNED, SEALED AND EMBOSSED TOGETHER.

REVISED 03-17-17 ADDED C.O.P.O.

SKETCH & LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

GREGG S. CULLUM P.S.M. #5095 DATE: 11-21-16

JOB #:	2015-175
DATE:	11-21-16
SCALE:	1" = 60'
DRAWN BY:	GSC
CHECKED BY:	GSC
FIELD BOOK/PAGE:	N/A
SHEET	1 OF 2

OVERALL LEGAL DESCRIPTION OF PARCEL ID. #37-16-33-01-17-0031, PER O.R.B. 7318-0208

PARCEL 1:
THE WESTERLY 265.00 FEET OF THE NORTHERLY 100.00 FEET OF THE SOUTHERLY 275.00 FEET OF LOT THREE (3), BLOCK SEVENTEEN (17), DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
THE WESTERLY 200.00 FEET OF THE SOUTHERLY 175.00 FEET OF LOT THREE (3), BLOCK SEVENTEEN (17), LESS THE SOUTHERLY 10.00 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3:
EASEMENT RIGHTS FOR THE BENEFIT OF PARCEL 1 AS CREATED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2006, PAGE 53, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

NEW LEGAL DESCRIPTION FOR ADDITIONAL RIGHT OF WAY PURPOSES:

A PORTION OF OFFICIAL RECORDS BOOK (O.R.B.) 7318 PAGE 0208, KNOWN AS PARCEL IDENTIFICATION NUMBER 37-16-33-01-17-0031, ALSO BEING A PORTION OF LOT 3, BLOCK 17, DUNLAWTON AS RECORDED IN DEED BOOK M, PAGE 187 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF HERBERT STREET (RIGHT OF WAY VARIES) AS NOW LAID OUT AND THE EAST RIGHT OF WAY LINE OF NOVA ROAD - STATE ROAD 5-A, (RIGHT OF WAY VARIES) AS NOW LAID OUT, SAID POINT IS LOCATED 10 FEET NORTH ALONG WEST LINE FROM THE SOUTHWEST CORNER SAID LOT 3, BLOCK 17;

THENCE ALONG SAID EAST RIGHT OF WAY LINE OF NOVA ROAD, N 25°29'37" W A DISTANCE OF 10.00 FEET;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF NOVA ROAD, N 65°13'10" E A DISTANCE OF 200.24 FEET TO THE EAST LINE OF COMMON BOUNDARY LINE AGREEMENT BETWEEN THE CURRENT OWNER OF SAID O.R.B. 7318, PAGE 0208 - PARCEL IDENTIFICATION NUMBER 37-16-33-01-17-0031 AND THE OWNERS OF THE PARCEL DIRECTLY EAST, CURRENTLY KNOWN AS SOUTH OAK TOWNHOUSES CONDO, PARCEL IDENTIFICATION NUMBER 37-16-33-17-00-0000 AND RECORDED IN OFFICIAL RECORDS BOOK 7318, PAGE 181;

THENCE ALONG SAID COMMON LINE BOUNDARY AGREEMENT, S 24°57'09" E A DISTANCE OF 10.00 FEET TO SAID NORTH RIGHT OF WAY LINE OF HERBERT STREET, BASED ON THE CURRENT LEGAL DESCRIPTION OF LOT 3, BLOCK 17, DUNLAWTON AND REFERENCED IN SAID O.R.B. 7318, PAGE 0208;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF HERBERT STREET, SAID LINE LINE BEING 10 FEET NORTHERLY AND PARALLEL TO THE SOUTH LINE OF SAID LOT 3, BLOCK 17, DUNLAWTON, S 65°13'10" W A DISTANCE OF 200.14 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 2002 SQUARE FEET.

FULL PARCEL ID 37-16-33-01-17-0031

GENERAL NOTES:
1 THIS IS NOT A BOUNDARY SURVEY.
2 BEARING ASSUMED FOR THE EAST R/W LINE OF NOVA ROAD, BEING N25°29'37"W.

NOT VALID IF BOTH SHEETS (1 AND 2) ARE NOT SIGNED, SEALED AND EMBOSSED TOGETHER.

REVISED 03-17-17 ADDED C.O.P.O.

LEGEND / ABBREVIATIONS

R/W	RIGHT OF WAY
ASPH.	ASPHALT
PLAT	PLAT DATA
F.M.	FIELD MEASURED
FND.	FOUND
I.P.	IRON PIPE
I.R.	IRON ROD
CONC.	CONCRETE
TYP.	TYPICAL
S/W	SIDEWALK
F.F.E.	FINISHED FLOOR ELEVATION
NR	NON-RADIAL
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SKETCH & LEGAL DESCRIPTION

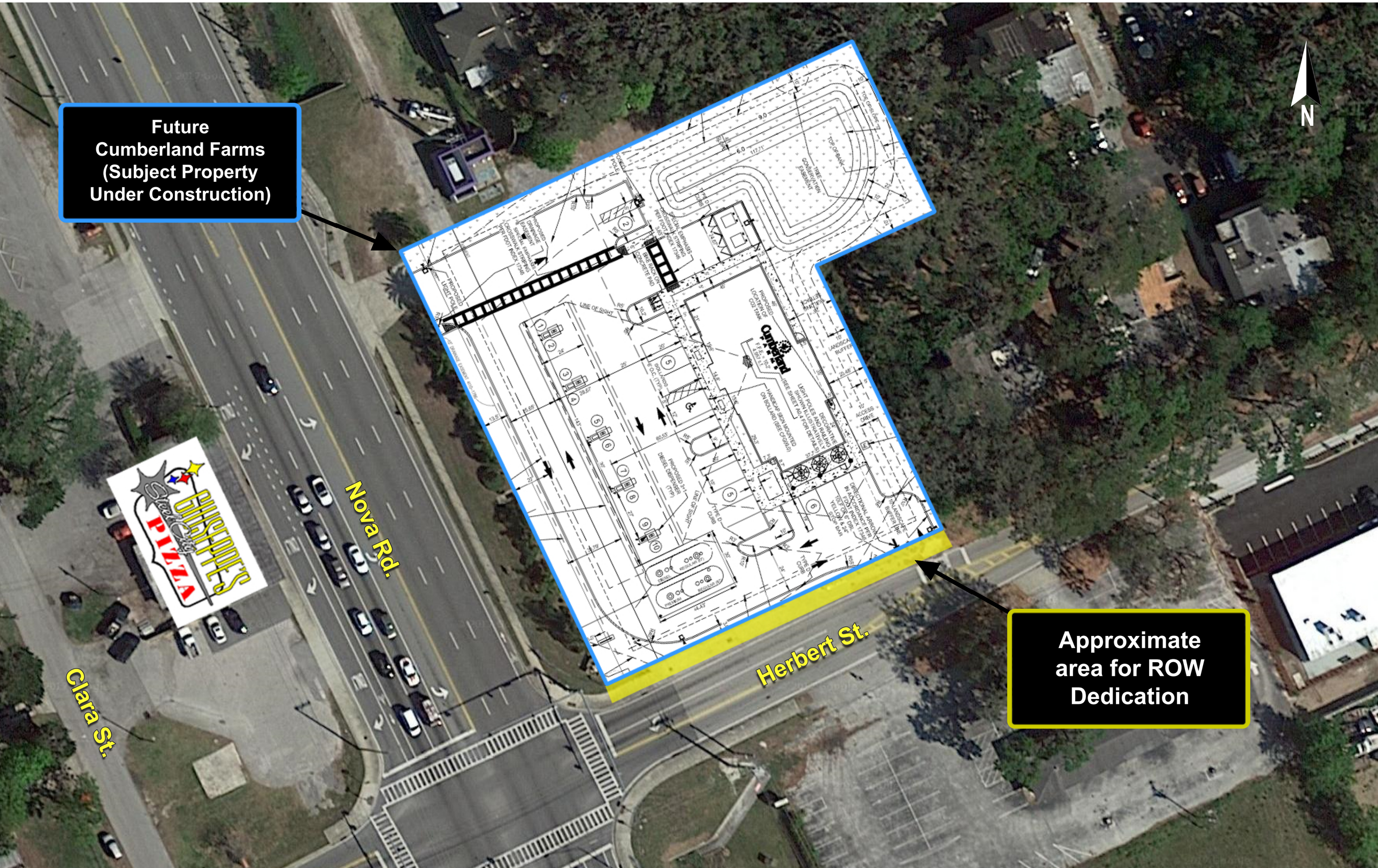
SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION ON THE DATES SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J17, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

3.17.17

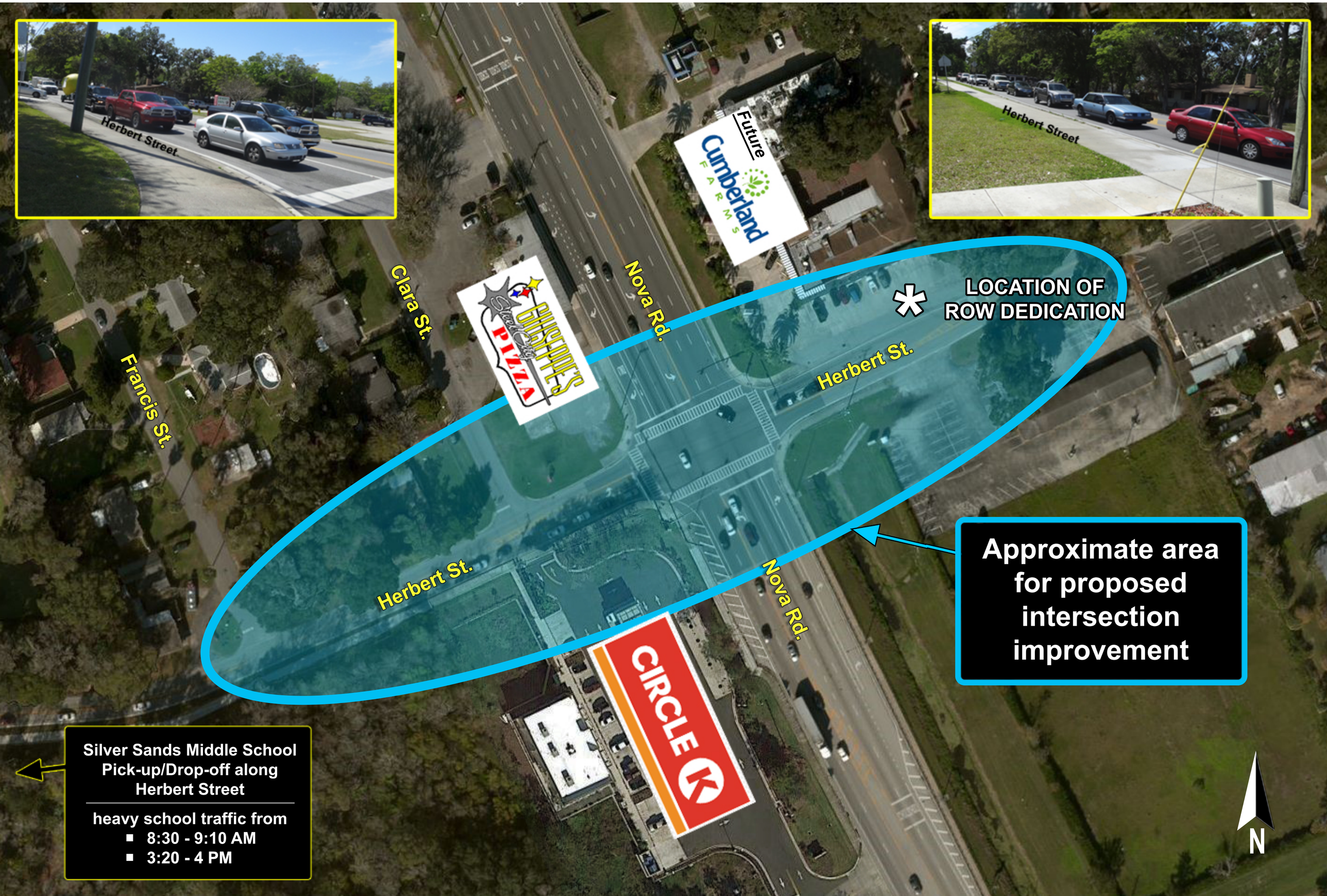
GREGG S. CULLUM P.S.M. #5095 DATE:

JOB #:	2015-175
DATE:	11-21-16
SCALE:	1" = 60'
DRAWN BY:	GSC
CHECKED BY:	GSC
FIELD BOOK/PAGE:	N/A
SHEET	2 OF 2

Cumberland Farms Site Location Map - EXHIBIT "1"



Proposed Intersection Improvement Map - EXHIBIT "2"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B18) Sale of Real Property located at 900 Swallowtail, Suite E (Unit 105) to Raymond and Patricia Adams

DEPARTMENT: City Attorney

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the transfer of Suite E (Unit 105), Arman Medical Center Condominium in accordance with the contract attached hereto and to authorize the Mayor and City Clerk to execute all documents to complete the transfer.

SUMMARY: Raymond and Patricia Adams have offered to purchase Suite E (Unit 105), Arman Medical Center, a condominium, in accordance with the attached contract. John Trost, the city's commercial real estate broker has provided the Broker's Opinion of Value (BOV) and has facilitated the proposed transaction. The subject property was put on the market for $265,000.00. The pending offer is for $260,000.00, well within the acceptable range of the BOV.

The city took title to the subject property thru a police forfeiture proceeding in 2015. Therefore, the use of the funds received from the sale of this property are restricted and will be kept in the Forfeiture Trust Fund and spent in accordance with the Florida Contraband Forfeiture Act. This property was authorized for sale thru the city's sales process as established in Resolution No. 16-13.

The city has been advised that the purchasers intend to open an office for Patricia Adams Counseling, LLC.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Contract for Sale and Purchase of Real Property	Contract for Sale and Purchase of Real Property - 900 Swallowtail Suite E Unit 105.pdf

Tracy London	Created/Initiated - 06/02/2017
Shannon Balmer	Approved - 06/07/2017
Tracey Riehm	Approved - 06/09/2017
Jake Johansson	Approved - 06/09/2017
Robin Fenwick	Final Approval - 06/09/2017

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2017, between: Raymond And Patricia Adams, mailing address 2 Oceans West Blvd, Unit 707, Daytona Beach FL 32118 hereinafter referred to as "Purchaser"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144 , hereinafter referred to as "Seller."

1. Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located in Port Orange, County of Volusia, State of Florida:

SUITE E (UNIT 105), OF ARMAN MEDICAL CENTER, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 4876, PAGE 127, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST OR SHARE IN THE COMMON ELEMENTS; LESS AND EXCEPT ANY PORTION OF THE COMMON AREA LYING AND BEING IN THE FOLLOWING DESCRIBED PARCEL OF LAND; THE EASTERLY 157.5 FEET OF LOT 5, BLOCK 1, COUNTRYSIDE COMMERCIAL CENTER PHASE I, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 39, PAGE 102, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, HAVING A STREET ADDRESS OF 900 NORTH SWALLOWTAIL DRIVE, SUITE 105, PORT ORANGE, FLORIDA 32129.

Parcel ID. 6309-36-00-1050

The subject real estate being hereinafter referred to as the "Property".

Improvements Serving the Site: Stormwater facilities, public road, and public utilities.
Tangible Personal Property: None

This Contract shall be subject to the Standards for Real Estate Transactions ("the Title Standards") set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in **Exhibit "A,"** the Contract shall control.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is

as follows:

(a) The Purchase Price for the Property is: **Two Hundred Sixty Thousand Dollars ($260,000.00)**; and

(b) A deposit/down payment of **Ten Thousand Dollars ($10,000.00)** shall be submitted upon acceptance of this offer by the City Council and the balance to be paid at closing. Upon execution of the Contract by the Mayor and the City Clerk, Purchaser's good faith deposit shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," pending the closing of this transaction and to be delivered to Seller at the time of closing.

(c) This Contract is contingent upon Purchaser obtaining financing for One Hundred Twenty Five Thousand and NO/100 Dollars ($125,000.00). Purchaser shall provide a written loan commitment within Forty-Five (45) days from the effective date of this Contract. If Purchaser does not receive the loan commitment within the allotted time, then Purchaser shall either waive the financing contingency or provide written notice of cancellation of this Contract. If this Contract is cancelled pursuant to this financing contingency provision, then Purchaser will not be considered in default under the terms of this Contract and Purchaser shall be refunded the deposit and thereby releasing both Parties from any further obligations under this Contract.

(c) The total Purchase Price, which includes the Purchaser's good faith deposit of Ten Thousand Dollars ($10,000.00), and less expenses and prorations as provided in Paragraph 8 and Standard L of the Title Standards in Exhibit "A" by check or wire transfer payable to the order of Seller, to be delivered at the time of closing.

3. Title

(a) Marketable Title. Seller shall convey to Purchaser marketable title to the Property, determined according to the Title Standards in Exhibit "A". The matters contained in the deed as described in Paragraph 6 shall not constitute defects in the marketability of the title.

(b) Title Insurance. Within Fifteen (15) days of the Effective Date of this Contract, at Seller's expense, Seller shall provide a title commitment for owner's title insurance issued by title insurance company of Seller's choice (in compliance with the requirements of Title Standard A of Exhibit "A") covering the Property and a special assessment and real property tax search (the "Commitment"), by which Commitment the Title Company shall agree to issue to Purchaser, upon recording the deed for the Property, an Owner's ALTA policy in the amount of the full Purchase Price. Purchaser shall have ten (10) days from the receipt of the Commitment in which to examine the Commitment and to give written notice to Seller of its approval or disapproval of any matter contained therein. If Purchaser gives such notice of disapproval of the Commitment, Seller shall have thirty (30) days from the actual receipt of such notice of disapproval to cure the objections or defects so specified (the "Curative Period") or to provide notice that it has declined to cure such matter. If Seller is unable, or unwilling, to correct such

objections or defects within said period of time, then Purchaser shall have the right to terminate this Contract or to waive such objections or defects in writing and proceed with the transaction. If Purchaser does not provide written notice of objection or defects within said period of time, Purchaser shall be deemed to have waived any right to disapprove of any matters contained therein.

4. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

6. Deed. Seller agrees, on full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient Warranty Deed to the Property.

7. Closing. Closing shall take place in Volusia County, Florida at the office of the Escrow Agent referenced in paragraph 2(b) within Sixty (60) days after the City's approval and acceptance of this Contract. The date of closing may be extended upon mutual written agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the premises and other documents in accordance with Title Standard J. Following closing, Purchaser shall have the right to exclusive possession of the property.

8. Closing Costs. Seller shall pay closing costs for title insurance premium, costs of recording the deed, and recording fees for documents necessary to cure title. Costs for documentary stamp tax on the deed, environmental audits, surveys, and other inspections shall be paid by the Purchaser. However, upon Purchaser's request, Seller shall provide Purchaser with copies of any such audits, surveys, and other inspections covering the property that Seller has possession of and the right to disclose to third parties prior to closing.

9. Fees. Seller and Purchaser have utilized the services of a Florida Real Estate Broker for the sale and purchase of the Property. The brokers named below are collectively referred to as "Broker." The closing agent, referenced herein, is directed to disburse the full amount of the brokerage fees as specified in separate brokerage agreement with the parties and cooperative agreement between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. The Seller's Broker is SVN Alliance RE Advisors and will be compensated by Seller pursuant to a listing agreement. The Purchaser's Broker is _____ and will be compensated by Seller's Broker pursuant to a MLS offer of compensation. Purchaser shall be responsible for appraisal report prepared at its request, and Purchaser shall be responsible for fees incurred for Purchaser's independent review of this proposal and for the services of attorneys, engineers and other professionals, if any.

10. Property Inspection and Right to Cancel. Purchaser shall have Fifteen (15) days after the effective date ("Inspection Period") of this Contract within which to have such inspections

of the Property performed as Purchaser shall desire during the Inspection Period. If Purchaser determines, in Purchaser's sole discretion that the Property is not acceptable to Purchaser, Purchaser may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Purchaser timely terminates this Contract, the deposit paid shall be returned to Purchaser, thereupon, Purchaser and Seller shall be released of all further obligations under this Contract; however, Purchaser shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Purchaser exercises the right to terminate granted herein, Purchaser accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements. Purchaser shall be responsible for any and all repairs and improvements required by Purchaser's lender.

11. Purchaser's Intended Use of the Property. To be used for Patricia Adams Counseling, LLC.

12. Failure of Performance. If Purchaser fails, neglects, or refuses to perform Purchaser's obligations under this Contract, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims, whereupon Purchaser and Seller shall be relieved from all further obligations under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects, or refuses to perform under this Contract, Purchaser may seek specific performance or elect to receive return of Purchaser's deposit without thereby waiving any action for damages resulting from Seller's breach.

13. Special Provisions.

a. Purchasers at Purchaser's expense, shall have the right to inspect the property prior to City Council approval, subject to the provisions set forth in Section 10 of this Contract.

b. Property to be delivered free of any leases.

c. This Contract is subject to Condominium Rider, attached hereto and marked as Exhibit "B", made a part hereof by reference. In the event of a conflict between the terms of the Contract and the terms contained in Exhibit "B," the Contract shall control.

14. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

15. Assignment. Neither party may assign or delegate its rights or obligations pursuant

to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs to an entity in which the transferring party or the principals of the transferring party holds majority ownership in said entity. Any assignment or delegation in violation of this section shall be void.

16. Effective Date. The Effective Date for the Contract shall be the date of approval of the Contract by the City Council for the City of Port Orange, Florida , such approval shall be evidenced by the signing of all parties to this Contract.

17. Counterparts. This Contract 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 electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. This Contract is executed by the parties as of the respective dates shown below.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

FOR CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

WITNESSES:

First Witness Signature Above, Printed Name Below:

Casey Yokum

Second Witness Signature Above, Printed Name Below:

Bonnie Luisi

PURCHASERS:

By: Raymond Adams
Raymond Adams

Date: _____, 2017

By: Patricia Adams
Patricia Adams

STATE OF Florida
COUNTY OF Volusia

The foregoing Contract was sworn to and acknowledged before me this 5th day of June, 2017, by *Raymond Adams and Patricia Adams*, the Purchasers named in the foregoing Contract, who (*Notary, please check as applicable*): [ ] took an oath or [ ] did not take an oath; and who [ ] is personally known to me or [✓] has produced Florida Drivers license as identification.

Robert Delgado
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

ROBERT DELGADO
MY COMMISSION # DD 647719
EXPIRES: March 13, 2019

WITNESSES:

FOR CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

SELLER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By:_____
Donald O. Burnette, Mayor

_____
Printed Name:

_____

_____
Printed Name:

Attest:_____
Robin L. Fenwick, CMC, City Clerk

_____
Witnesses as to Both

Date:_____, 2017

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this _____ day of _____, 2017, by Donald O. Burnette as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this _____ day of _____, 2017, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

PARTIES: _____ ("Seller"), and _____ ("Buyer"), hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

I. **DESCRIPTION:**

(a) Legal description of the Real Property located in _____ County, Florida: _____

_____

(b) Street address, city, zip, of the Property: _____

(c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless specifically excluded below.

Other items included are: _____

_____

Items of Personal Property (and leased items, if any) excluded are: _____

_____

II. **PURCHASE PRICE** (U.S. currency): . . . . . $ _____

PAYMENT:

(a) Deposit held in escrow by _____ ("Escrow Agent") in the amount of (checks subject to clearance) $ _____

Escrow Agent's address: _____ Phone: _____

(b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of. . . . . $ _____

(c) Financing in the amount of ("Loan Amount") see Paragraph IV below . . . . . $ _____

(d) Other . . . . . $ _____

(e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations . . . . . $ _____

III. **TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:**

(a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before _____, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**

(b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer or, if applicable, the final counteroffer.

IV. **FINANCING:**

❑ (a) This is a cash transaction with no contingencies for financing;

❑ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): ❑ a fixed; ❑ an adjustable; or ❑ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date. **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval Date;** satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney, real estate licensee(s), and Closing Agent.

SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.

DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided however, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be returned to Buyer.

❑ (c) Assumption of existing mortgage (see rider for terms); or

❑ (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).

V. **TITLE EVIDENCE:** At least ____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:

(CHECK ONLY ONE): ❑ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or

❑ (2) Buyer at Buyer's expense.

(CHECK HERE): ❑ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

VI. **CLOSING DATE:** This transaction shall be closed and the closing documents delivered on _____ ("Closing"), unless modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners' insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

EXHIBIT "A"

All Rights Reserved

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for _____ purpose(s).

VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions of this Contract in conflict with them.

X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ❑ may assign and thereby be released from any further liability under this Contract; ❑ may assign but not be released from liability under this Contract; or ❑ may not assign this Contract.

XI. DISCLOSURES:

(a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments, as of Closing, shall be paid as follows: ❑ **by Seller at closing** ❑ **by Buyer (if left blank, then Seller at Closing).** If the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the last estimate or assessment for the improvement by the public body.

(b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

(c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

(f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

(g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.**

(h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

(a) $_____ for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

(b) $_____ for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5% of the Purchase Price).

XIII. HOME WARRANTY: ❑ Seller ❑ Buyer ❑ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $_____.

XIV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

❑ CONDOMINIUM ❑ VA/FHA ❑ HOMEOWNERS' ASSN. ❑ LEAD-BASED PAINT ❑ COASTAL CONSTRUCTION CONTROL LINE
❑ INSULATION ❑ "AS IS" ❑ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ❑ Other Comprehensive Rider Provisions ❑ Addenda

Special Clause(s): _____

_____

_____

_____

XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A through Y on the reverse side or attached, which are incorporated as part of this Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

_____ _____ _____ _____
(BUYER) (DATE) (SELLER) (DATE)

_____ _____ _____ _____
(BUYER) (DATE) (SELLER) (DATE)

Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

_____ _____

_____ Phone _____ Phone

BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with this Contract:

Name: _____ _____

Cooperating Brokers, if any **Listing Broker**

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. TITLE INSURANCE: The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER: A purchase money mortgage and mortgage note to Seller shall provide for a 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mortgages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evidenced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

C. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

D. WOOD DESTROYING ORGANISMS: "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be reported under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences. If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense, have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII (a).

E. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

F. LEASES: Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

G. LIENS: Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days immediately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

H. PLACE OF CLOSING: Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

I. TIME: Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

J. CLOSING DOCUMENTS: Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

K. EXPENSES: Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed, mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

L. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing. Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

M. (RESERVED - purposely left blank)

N. INSPECTION AND REPAIR: Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,

heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

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EXHIBIT B

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between CITY OF PORT ORANGE (SELLER) and RAYMOND AND PATRICIA ADAMS (BUYER) concerning the Property described as 900 SWALLOWTAIL SUITE E (UNIT 105), PORT ORANGE, FL
900 SWALLOWTAIL SUITE E (UNIT 105), PORT ORANGE, FL

Buyer's Initials _____ _____ *Seller's Initials* _____ _____

A. CONDOMINIUM RIDER

1. **CONDOMINIUM ASSOCIATION APPROVAL:**
The Association's approval of Buyer (CHECK ONE): ☒ is ☐ is not required. If approval is required, this Contract is contingent upon Buyer being approved by the Association no later than 15 (if left blank, then 5) days prior to Closing. Within 15 (if left blank, then 5) days after Effective Date Seller shall initiate the approval process with the Association and Buyer shall apply for such approval. Buyer and Seller shall sign and deliver any documents required by the Association in order to complete the transfer of the Property and each shall use diligent effort to obtain such approval, including making personal appearances if required. If Buyer is not approved within the stated time period, this Contract shall terminate and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. **RIGHT OF FIRST REFUSAL:**
(a) The Association (CHECK ONE): ☒ has ☐ does not have a right of first refusal ("Right"). If the Association has a Right, this Contract is contingent upon the Association, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the Association is not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration of Condominium ("Declaration", which reference includes all amendments thereto).
(b) The members of the Association (CHECK ONE): ☐ have ☒ do not have a Right. If the members do have a Right, this Contract is contingent upon the members, within the time permitted for the exercise of such Right, either providing written confirmation to Buyer that the members are not exercising that Right, or failing to timely exercise such Right pursuant to the terms of the Declaration.
(c) Buyer and Seller shall, within 15 (if left blank, then 5) days after Effective Date, sign and deliver any documents required as a condition precedent to the exercise of the Right, and shall use diligent effort to submit and process the matter with the Association and members, including personal appearances, if required.
(d) If, within the stated time period, the Association, the members of the Association, or both, fail to provide the written confirmation or the Right has not otherwise expired, then this Contract shall terminate and the Deposit shall be refunded to the Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
(e) If the Association or a member timely exercises its or their Right, this Contract shall terminate and the Deposit shall be refunded to Buyer (unless this Contract provides otherwise), thereby releasing Buyer and Seller from all further obligations under this Contract, and Seller shall pay to Broker the full commission at Closing in recognition that Broker procured the sale.

3. **FEES; ASSESSMENTS; PRORATIONS; LITIGATION:**
(a) Condominium Association assessment(s) and Rents: Seller represents that the current Association assessment(s) installments is/are

$ 1,091.75 payable (CHECK ONE): ☐ monthly ☒ quarterly ☐ semi-annually ☐ annually

and if more than one Association assessment
$ _____ payable (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

and the current rent on recreation areas, if any, is
$ _____ payable (CHECK ONE): ☐ monthly ☐ quarterly ☐ semi-annually ☐ annually

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InstanetFORMS

EXHIBIT "B"

All annual assessments levied by the Association and rent on recreational areas, if any, shall be made current by Seller at Closing, and Buyer shall reimburse Seller for prepayments.

(b) Fees: Seller shall, at Closing, pay all fines imposed against the Unit by the Condominium Association as of Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

If Property is part of a Homeowners' Association, see Rider B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE for further information including additional assessments and fees.

(c) Special Assessments and Prorations:

(i) Seller represents that Seller is not aware of any special or other assessment that has been levied by the Association or that has been an item on the agenda, or reported in the minutes, of the Association within twelve (12) months prior to Effective Date, ("pending") except as follows: none known

(ii) If special assessments levied or pending exist as of the Effective Date are disclosed above by Seller and may be paid in installments (**CHECK ONE**): ☐ Buyer ☐ Seller (if left blank, then Buyer) shall pay installments due after Closing Date. **If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.**

(iii) If special assessments levied or pending exist as of the Effective Date and have not been disclosed above by Seller, then Seller shall pay such assessments in full at the time of Closing.

(iv) If, after Effective Date, the Association imposes a special assessment for improvements, work or services, which was not pending as of the Effective Date, then Seller shall pay all amounts due before Closing Date and Buyer shall pay all amounts due after Closing Date.

(v) A special assessment shall be deemed levied for purposes of this paragraph on the date when the assessment has been approved as required for enforcement pursuant to Florida law and the condominium documents listed in Paragraph 5.

(vi) Association assets and liabilities, including Association reserve accounts, shall not be prorated.

(d) Litigation: Seller represents that Seller is not aware of pending or anticipated litigation affecting the Property or the common elements, if any, except as follows: none known

4. SPRINKLER SYSTEM RETROFIT:
If, pursuant to Sections 718.112(2)(l), F.S., the Association has voted to forego retrofitting its fire sprinkler system or handrails and guardrails for the condominium units, then prior to Closing Seller shall furnish to Buyer the written notice of Association's vote to forego such retrofitting.

5. NON-DEVELOPER DISCLOSURE:
(CHECK ONE):

■ (a) THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS CONTRACT.

☐ (b) THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF SO REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND

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LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT IF REQUESTED IN WRITING. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6. **BUYER'S REQUEST FOR DOCUMENTS:**
Buyer is entitled, at Seller's expense, to current copies of the condominium documents specified in Paragraph 5, above. Buyer **(CHECK ONE):** ☒ requests ☐ does not request a current copy of the documents specified in Paragraph 5, above. If this Contract does not close, Buyer shall immediately return the documents to Seller or reimburse Seller for the cost of the documents.

7. **BUYER'S RECEIPT OF DOCUMENTS:**
(COMPLETE AND CHECK ONLY IF CORRECT) ☐ Buyer received the documents described in Paragraph 5, above, on _____.

8. **COMMON ELEMENTS; PARKING:**
The Property includes the unit being purchased and an undivided interest in the common elements and appurtenant limited common elements of the condominium, as specified in the Declaration. Seller's right and interest in or to the use of the following parking space(s), garage, and other areas are included in the sale of the Property and shall be assigned to Buyer at Closing, subject to the Declaration:
Parking Space(s) # N/A Garage # N/A Other: N/A

9. **INSPECTIONS AND REPAIRS:**
The rights and obligations arising under Paragraphs 11 and 12 of this Contract to maintain, repair, replace or treat are limited to Seller's individual condominium unit and unless Seller is otherwise responsible do not extend to common elements, limited common elements, or any other part of the condominium property.

10. **GOVERNANCE FORM:**
PURSUANT TO CHAPTER 718, FLORIDA STATUTES, BUYER IS ENTITLED TO RECEIVE FROM SELLER A COPY OF THE GOVERNANCE FORM IN THE FORMAT PROVIDED BY THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, SUMMARIZING THE GOVERNANCE OF THE CONDOMINIUM ASSOCIATION.

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B19) Denial of Utility Fee Reduction Request for 1161 Bayview Lane (Continued from 5/2/17)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to deny a reduction in the balance owed by the property owner of 1161 Bayview Ln.

SUMMARY: On September 29, 2016 a quit claim deed was issued to Ms. Morgan Whitney Capps for property located at 1161 Bayview Lane. On October 21, 2016 Ms. Capps requested water service in her name and was offered a payment plan for the outstanding liens. On or about October 27, 2016 Ms. Capps left a message with the legal department asking to discuss the lien and how to restore water to the property. The City Attorney's Office returned the call and subsequently drafted a Lien Recovery Agreement but there is no record of Ms. Capps following up to move forward with the agreement. There is no further record of further communication with the City Attorney's Office.

As of May 31st, 2017 utility services and penalties in the amount of $5,303.74 is owed to the City for 1161 Bayview Ln., and the water service has been discontinued for non-payment.

Ms. Capps requests Council's forgiveness of the liens.

Staff has discovered straight-piping at the subject property which appears to have occurred while Ms. Capps owned the property, although she alleges that neither she nor her husband committed the theft of water. Staff has done additional investigation and the staff has no substantive reason to believe that anyone other than the owner or an accomplice made the connection to the city water system without authorization.

Due to recent non payment and other factors staff recommends the liens remain intact. Forgiving valid and enforceable liens not only sets a precedent which encourages additional waiver requests, but also redistributes service availability costs and legal costs associated with the lien process to other rate payers. Furthermore, Section 2-240 of the City's Code of Ordinances clearly state that "the failure of any owner to learn that he purchased property against which a lien for utility fees exists shall in no way affect his responsibility for such payment."

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 05/30/2017
Tracey Riehm	Approved - 06/09/2017
Matthew Jones	Approved - 06/09/2017
Jake Johansson	Approved - 06/09/2017
Robin Fenwick	Final Approval - 06/09/2017

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (B20) Renewal of Environmental Legal Liability Insurance with Aspen Special Insurance Company

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to waive formal bidding procedures and to authorize the City Manager to renew the Environmental Legal Liability Insurance coverage with Aspen Specialty Insurance Company for a cost of $26,534.00 for the term of 6/21/17 to 6/21/18.

SUMMARY: This item requests authorization for the City Manager to renew the City's current Environmental Legal Liability Insurance coverage which expires 6/21/2017. Traditionally, Aspen Specialty Insurance provides the most competitive quote, and is our current carrier. Aspen is an A+ rated insurance company.

Pursuant to Section 2-267 of the City Code of Ordinances, the requirements for formal bidding may be waived for insurance coverage expenditures as provided in the insurance fund. Environmental Legal Liability Insurance is a specialty insurance offered by an extremely limited number of carriers. Staff has worked with Brown and Brown Insurance to survey the market to ensure Aspen Special Insurance has remained market competitive. Staff recommends City Council continue to waive formal bidding procedures to avoid a lapse in coverage and to contract with Aspen Specialty Insurance for a one year policy with a total revised price of $24,435.00. This is a decrease in premium over the previous year, which was $33,236.00. This covers 35 above ground tanks and 5 underground tanks, and includes terrorism coverage.

Project No.: Funding Account No.: 504-1000-519-45-10

ATTACHMENTS:

1.	Brown and Brown Renewal Proposal	POLLUTION RENL PROPOSAL DELIVERED 5-15-17.pdf
2.	Revised Premium Statement	REVISED Premium Page.pdf
3.	Renewal Forms - Signatures Required	Renewal Forms - Signatures Required.pdf
4.	Storage Tank Application - Signature Required	Storage Tank Application - Signature Required.pdf

Jamie Miller	Created/Initiated - 06/01/2017
Tracey Riehm	Approved - 06/01/2017
Margaret Roberts	Approved - 06/06/2017
Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017

CITY OF PORT ORANGE

ENVIRONMENTAL LEGAL LIABILITY POLICY: STORAGE TANK AND SITE POLLUTION LIABILITY PROPOSAL

Effective: 6/21/17 – 6/21/18

Presented By:

Bobbi Barlow, CPCU
Senior Vice President

Ara Morales
Senior Account Manager

Marie Blom
Claims Analyst

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control.

2017
Site Tank Schedule
City of Port Orange

		Location	Address	Description	Gallons	Contents	Tank Install Yr	Leak Detection	Double or Single Wall	Piping Install Yr	Construction
1	UST	Public Works Facility	407 Virginia Ave, Port Orange	fueling facility	12,000	Diesel	2005	ATG	DW	2005	glass steel construction
	UST	Public Works Facility	407 Virginia Ave, Port Orange	fueling facility	12,000	Unl Gas	2005	ATG	DW	2005	glass steel construction
	AST	Public Works Facility	407 Virginia Ave, Port Orange	175 KW emergency generator	300	Diesel		Visual			
	AST	Public Works Facility	407 Virginia Ave, Port Orange	25 KW mounted	50	Diesel					
	AST	Public Works Facility	407 Virginia Ave, Port Orange	400 KW portable generator	200	Diesel					
2	AST	Countryside Lift Station #46	633 Taylor Road, Port Orange	60 KW	200	Diesel	1998				
3	AST	Wastewater Plant Unit 1	817 Oak St., Port Orange	900 KW	4,000	Diesel	2004	ATG and Visual		2004	concrete vault double wall
	AST	Wastewater Plant Unit 2	817 Oak St., Port Orange	900 KW	4,000	Diesel	2004	ATG and Visual		2004	concrete vault double wall
	AST	Portable Lift Station	817 Oak St., Port Orange	emergency generator 60 KW	200	Diesel	2006				
	AST	Portable Lift Station	817 Oak St., Port Orange	emergency generator 60 KW	200	Diesel	2006				
4	AST	City Hall	1000 City Center Circle, Port Orange	400 KW emergency generator	200	Diesel					
5	AST	Fire Station #73	1090 City Center Circle, Port Orange	400 KW emergency generator	2,000	Diesel	2015	ATG and Visual		2015	double wall steel in concrete
6	AST	Well #15	1264 Richel Road, Port Orange	day tank	25	Diesel	1981		DW		DW with reverse pumping system with repture basin
	AST	East Well #15	1264 Richel Road, Port Orange	180 KW	500	Diesel	1981				
7	UST	Old Police Station	1395 Dunlawton Ave, Port Orange	fueling facility	12,000	Unl Gas	2000	ATG	DW	2000	glass/steel construction
	UST	Old Police Station	1395 Dunlawton Ave, Port Orange	fueling facility	2,000	Diesel	2000	ATG	DW	2000	glass/steel construction
	AST	Old Police Station	1395 Dunlawton Ave, Port Orange	day tank 275 KW	50	Diesel					
8	AST	Fire Station #75	1701 Town Center West, Port Orange	emergency generator 200 KW	1,120	Diesel	2009	ATG and Visual		2009	double wall steel
9	AST	Lakeside Pavilion	1999 City Center Circle, Port Orange	250 KW	200	Diesel	2009				
10	AST	CR Well Field (C-8)	2396 Campsite Road, Port Orange	230 KW	500	Diesel	2006				For C-7, C-8, C-9, C-10
11	AST	CR Well Field (C-12)	2426 Harley Road, Port Orange	230 KW	500	Diesel	2006				For C-11, C-12, C-13
12	AST	CR Well Field (C-20)	2440 Drema Way, Port Orange	215 KW	500	Diesel	1986				For C-19, C-20, C-21
13	AST	CR Well Field (C-17)	2775 Artesian Way, Port Orange	215 KW	500	Diesel	1986				For C-16, C-17, C-18
14	AST	Oceans Pump Station	2842 Ridge Road, Daytona Beach Shores	day tank	50	Diesel	1986		DW		DW with reverse pumping system with repture basin
	AST	Oceans Pump Station	2842 Ridge Road, Daytona Beach Shores	180 KW	500	Diesel	1986				
15	AST	CR Well Field (C-23)	2905 Campsite Road, Port Orange	230 KW	500	Diesel	2006				
16	AST	Herbert & Nova Lift Station #39	3655 Nova Road, Port Orange	150 KW	200	Diesel	2004				
17	AST	Fire Station #71	4200 Ridgewood Ave, Port Orange	135 KW emergency generator	500	Diesel					
18	AST	Peninsula Pump Station	4270 South Atlantic Ave, Wilbur by the Sea	day tank	50	Diesel	1977				DW with reverse pumping system with repture basin
	AST	Peninsula Pump Station	4270 South Atlantic Ave, Wilbur by the Sea	180 KW	500	Diesel	1977				
19	AST	Garnsey Water Plant	4400 Wellfield Road, Port Orange	1250 KW	5,200	Diesel	2001	Visual			double wall steel
20	AST	Police Station	4545 Clyde Morris Blvd., Port Orange	600 KW emergency generator	2,500	Diesel	2010	Visual		2010	double wall steel
	AST	Police Station	4545 Clyde Morris Blvd., Port Orange	600 KW emergency generator	2,500	Diesel	2010	Visual		2010	double wall steel
21	AST	Ponce Inlet Lift Station #106	4668 S. Peninsula Ponce Inlet	100 KW	500	Diesel	1988				
22	AST	YMCA	4701 City Center Parkway, Port Orange	350 KW emergency generator	500	Diesel					
23	AST	Christiancy Lift Station #11	5403 Christiancy Ave., Port Orange	80 KW	500	Diesel	2006				
24	AST	Parks and Recreation Warehouse	5839 Trailwood Drive, Port Orange	emergency generator 45 KW	300	Diesel					
25	AST	Cypress Head Pump Station	6262 Williamson Blvd, Port Orange	200 KW emergency generator	500	Diesel	1986				
	AST	Trailwood Pump Station	5839 Trailwood Drive, Port Orange	emergency generator 750 KW	3,000	Diesel	2009	Visual		2009	double wall steel
26	AST	Fire Station #72	6027 Central Park West, Port Orange	200 KW emergency generator	1,120	Diesel	2009	Visual		2009	double wall steel
27	UST	Fire Station #74	6701 Airport Road, Port Orange	fueling facility	3,000	Diesel	2000	ATG	DW	2000	glass/steel construction
28	AST	Fire Station #74	6701 Airport Road, Port Orange	130 KW emergency generator	200	Diesel					
29	AST	Parks & Rec Gym	4655 City Center Circle, Port Orange	emergency generator 155 KW	500	Diesel	2012				
30	AST	Williamson Regional Lift Station #95	5955 S. Williamson Road, Port Orange	260 KW	500	Diesel	2001				
31	AST	Central Lab	541 Ruth Street	emergency generator 50 KW	500	Diesel	2015				
	AST	Ruth Street Pump Station Generator	541 Ruth Street	Baldor IDLC275-4JU John Deere	800	Diesel	2015	Visual			double wall steel

City's Underground Storage Tank (UST) Schedule
As shown in Schedule on prior page:

1. 407 Virginia Avenue, Port Orange	12,000 Gallons Diesel (6/21/05)
2. 407 Virginia Avenue, Port Orange	12,000 Gallons Unleaded (6/21/05)
3. 1395 Dunlawton Avenue, Port Orange	12,000 Gallons Unleaded (6/21/03)
4. 1395 Dunlawton Avenue, Port Orange	2,000 Gallons Diesel (6/21/03)
5. 6701 Airport Road, Port Orange	3,000 Gallons Diesel (6/21/03)

City's Above Ground Storage Tank (AST) Schedule
As Shown in Schedule on prior page:

1. 407 Virginia Avenue, Port Orange	300 Gallons Diesel Generator
2. 407 Virginia Avenue, Port Orange	50 Gallons Diesel Generator
3. 407 Virginia Avenue, Port Orange	200 Gallons Diesel Generator
4. 633 Taylor Road, Port Orange	200 Gallons Diesel
5. 817 Oak Street, Port Orange	4,000 Gallons Diesel
6. 817 Oak Street, Port Orange	4,000 Gallons Diesel
7. 1000 City Center Circle, Port Orange	200 Gallons Diesel Generator
8. 1090 City Center Boulevard, Port Orange	2,000 Gallons Diesel Generator
9. 1264 Richel Road, Port Orange	25 Gallons Diesel Day Tank
10. 1264 Richel Road, Port Orange	200 Gallons Diesel
11. 1395 Dunlawton Avenue, Port Orange	50 Gallons Diesel Day Tank
12. 1701 Town Center West, Port Orange	Emergency Generator
13. 1999 City Center Circle, Port Orange	100 Gallons Diesel
14. 2396 Campsite Road, Port Orange	500 Gallons Diesel
15. 2426 Harley Road, Port Orange	500 Gallons Diesel
16. 2440 Drema Way, Port Orange	500 Gallons Diesel
17. 2775 Artesian Way, Port Orange	500 Gallons Diesel
18. 2842 Ridge Road, Port Orange	50 Gallons Diesel Day Tank
19. 2842 Ridge Road, Port Orange	500 Gallons Diesel
20. 2905 Campsite Road, Port Orange	500 Gallons Diesel
21. 3655 Nova Road, Port Orange	500 Gallons Diesel
22. 4200 Ridgewood Avenue, Port Orange	500 Gallons Diesel Generator
23. 4270 S. Atlantic Ave, Wilbur by the Sea	50 Gallons Diesel Day Tank
24. 4270 S. Atlantic Ave, Wilbur by the Sea	500 Gallons Diesel
25. 4400 Wellfield Road, Port Orange	5,200 Gallons Diesel
26. 4545 Clyde Morris Blvd, Port Orange	2,500 Gallons Diesel Generator
27. 4545 Clyde Morris Blvd, Port Orange	2,500 Gallons Diesel Generator
28. 4655 City Center Circle, Port Orange	500 Gallons Diesel Generator
29. 4668 S Peninsula, Ponce Inlet	500 Gallons Diesel
30. 4701 City Center Parkway, Port Orange	500 Gallons Diesel Generator
31. 5403 Christiancy Avenue, Port Orange	200 Gallons Diesel
32. 5959 S Williamson	500 Gallons Diesel
33. 6027 Central Park West, Port Orange	300 Gallons Diesel Generator
34. 6262 Williamson Blvd, Port Orange	500 Gallons Diesel
35. 6701 Airport Road, Port Orange	200 Gallons Diesel Generator

Storage Tank Retroactive Dates:

407 Virginia Avenue, Port Orange (2 UST)	6/21/2003
817 Oak Street, Port Orange (2 UST)	6/21/2003
1090 City Center Blvd, Port Orange (1 UST)	6/21/2003
1395 Dunlawton Avenue, Port Orange (2 UST)	6/21/2003
1701 Town Center West, Port Orange (1UST)	6/21/2010
4400 Wellfield Road, Port Orange (1 UST)	6/21/2003
4545 Clyde Morris Blvd, Port Orange (2 UST)	12/30/2009
5839 Trailwood Drive, Port Orange (1 UST)	6/21/2003
6027 Central Park West, Port Orange (1 UST)	6/21/2010
6701 Airport Road, Port Orange (1 UST)	6/21/2003
541 Ruth Street, Port Orange (1 UST)	6/21/2017

Total of 15 Tanks

Insured Location Retroactive Dates:

633 Taylor Road, Port Orange	6/21/2010
1000 City Center Circle, Port Orange	6/21/2003
1264 Richel Road, Port Orange	6/21/2003
1999 City Center Circle, Port Orange	6/21/2007
2396 Campsite Road, Port Orange	6/21/2010
2440 Drema Way, Port Orange	6/21/2003
2775 Artesian Way, Port Orange	6/21/2003
2842 Ridge Rd., Daytona Beach Shores	6/21/2003
2905 Campsite Road, Port Orange	6/21/2010
3655 Nova Road, Port Orange	6/21/2003
4200 Ridgewood Avenue, Port Orange	6/21/2003
4270 S. Atlantic Avenue, Wilbur by the Sea	6/21/2003
4655 City Center Circle, Port Orange	6/21/2013
4668 S. Peninsula, Ponce Inlet	6/21/2003
4701 City Center Parkway, Port Orange	6/21/2003
5403 Christiancy Avenue, Port Orange	6/21/2010
5891 Airport Road, Port Orange	6/21/2003
6262 Williamson Blvd, Port Orange	6/21/2003
2426 Harley Road, Port Orange	6/21/2010

Retroactive Date for Coverage 2B: Non Owned Disposal Sites:

6/21/2013

Aspen Special Insurance Company

Environmental Legal Liability Policy – SITE COVERAGE

Coverage Form: Claims Made (Form ASPER110 0114)

Retroactive Dates: See page 5 of proposal

Summary of Coverage provided: The Environmental Legal Liability Policy covers bodily injury, property damage, cleanup costs, emergency response costs, business interruption and defense costs caused by pollution conditions arising from your operations. Legal expenses incurred for defense of any claim shall erode the applicable limit of liability.

A pollution incident means the discharge, emission, seepage, migration, dispersal, release or escape of any pollutant into or upon land, or any structure on land, the atmosphere or any watercourse or body of water including groundwater, provided such pollutant is not naturally present in the environment in the concentration or amounts discovered. Pollution incident also means the illicit abandonment of a pollutant by a third-party without the insured's consent. Pollution incident does not include microbial matter or Legionella pneumophila.

Insuring Agreements:

Insuring Agreement A: First Party Protection

Cleanup costs
Emergency Response
Environmental Crisis - $250,000 Separate limit which doesn't erode Aggregate
Business Interruption
Insured Location
Non-Owned Site
Transportation

Limits of Liability: **HIGHER LIMITS ARE AVAILABLE**

Per Incident Limit	$1,000,000
Aggregate Limit of Liability	$1,000,000
Aggregate Defense Limit	$1,000,000

Per Incident Deductible:

Per Incident	$25,000
Business Interruption	Equal to all amounts incurred during the first 3 days of the business interruption including the first day.

Minimum Premium:

100% Minimum Earned Premium Endorsement ASPER275 0114

Aspen Special Insurance Company

Exclusions:

Asbestos and Lead
Contractual Liability
Criminal Fines, Penalties, Assessments
Damage to Conveyance
Damage to Insured's Work
Divested Properties
Employment Liability
Identified Underground Storage Tanks (unless scheduled)
Insured's Products
Insured versus Insured
Intentional Non-Compliance
Internal Expenses
Prior Knowledge and Non-Disclosure
Punitive Damages
War
Worker's Compensation and Similar Laws
Nuclear, Biological, Chemical or Radiological Terrorism Exclusion
Costs to Repair, Replace or Upgrade a storage tank system
Material Change in use
Microbial Matter and Legionella Pneumophila
Prior Claim Exclusion

Conditions include but aren't limited to:

100% Minimum Earned Premium
Defense Costs are inside the limit of insurance

Subject to:

Signed Terrorism form
Signed Surplus Lines Acknowledgement form

Forms Include but aren't limited to:

ASPER109 Dec 0114	Declarations Page
ASPER110 0114	Environmental Legal Liability Policy
ASPER343 0114	Schedule of Underground Storage Tanks & Retro Dages
ASPER324 0114	New Conditions Only (Retro Date)
ASPER321 0114	Microbial Matter Exclusion
ASPER320 0114	Material Change in Municipal Use
ASPER299 0114	Exclusion for Repair, Replacement or Upgrade of Tanks
ASPER334 0114	Prior Claims Exclusion
ASPER117 0112	Schedule of Crisis Management Firms Endorsement

Aspen Special Insurance Company

Storage Tank Policy

Coverage Form: Claims Made (Form ASPER503 0616)

Retroactive Dates: See page 5 of proposal

Summary of Coverage provided: The Storage Tank Policy covers bodily injury or property damage resulting from a pollution incident from a storage tank system provided the claim is first made against an insured and reported to the insurer during the policy period of the extended reporting period, if any. It covers clean-up costs or corrective action in excess of the deductible. The insurer has the right and duty to pay defense expense and to defend the insured for any claim. That duty ends when the $1,000,000 aggregate for defense costs is exhausted by payment of defense expenses.

Insuring Agreements:

Insuring Agreement A:
Storage Tank System Liability Protection
Insuring Agreement B:
Defense and Settlement

Limits of Liability: **HIGHER LIMITS ARE AVAILABLE**

Per Incident Limit	$1,000,000
Aggregate Limit of Liability	$2,000,000
Aggregate Defense Limit	$1,000,000

Per Incident Deductible:

Per Incident	Tank specific; See Aspen Schedule ASPER504 0616

Forms Include but aren't limited to:

ASPER322 0144	Minimum Earned Premium 25%
ASPER431 1214	Environmental Emergency Response Hotline
ASPER506 ST 0317	Schedule of Storage Tanks
ASPER334 0114	Prior Claim Exclusion

Policy No.:
Effective Date:

ASPEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF STORAGE TANK SYSTEMS ENDORSEMENT
(WITH TANK SPECIFIC DEDUCTIBLE)

FORM NUMBER ASPER506.ST.0317

It is hereby agreed that:

1. The following storage tank(s) identified in the Schedule of Storage Tank Systems and Corresponding Deductibles below are included as **Storage Tank System(s)** in Item **8, SCHEDULE OF STORAGE TANK SYSTEMS** of the Declarations; and

2. Each **Storage Tank System** shall have a corresponding Deductible applicable to that **Storage Tank System** that will replace the Deductible listed in Item **7** of the Declarations Page under **INSURING AGREEMENT A., 1. Storage Tank System Liability Protection.** The corresponding Deductibles are included in the Schedule of Storage Tank Systems and Corresponding Deductibles below.

Location Number: 1
Site Name: Public Works Facility
Address: 407 Virginia Ave
City: Port Orange **State:** FL **Zip:** 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	UST	2005	DW	12,000	Diesel	$25,000	6/21/2003
2	UST	2005	DW	12,000	UG	$25,000	6/21/2003

Location Number: 2
Site Name: Wastewater Plant Unit 1 & Unit 2
Address: 817 Oak Street
City: Port Orange **State:** FL **Zip:** 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	AST	2004	DW	4,000	Diesel	$25,000	6/21/2003
2	AST	2004	DW	4,000	Diesel	$25,000	6/21/2003

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Policy No.:
Effective Date:



Location Number: 3
Site Name: Fire Station #73
Address: 1090 City Center Circle
City: Port Orange **State:** FL **Zip:** 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	AST	2015	DW	2,000	Diesel	$5,000	6/21/2003

Location Number: 4
Site Name: Old Police Station/fuelling facility
Address: 1395 Dunlawton Avenue
City: Port Orange **State:** FL **Zip:** 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	UST	2000	DW	12,000	UG	$25,000	6/21/2003
2	UST	2000	DW	2,000	Diesel	$25,000	6/21/2003

Location Number: 5
Site Name: Fire Station #75
Address: 1701 Town Center West
City: Port Orange **State:** FL **Zip:** 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	AST	2009	DW	1,120	Diesel	$10,000	6/21/2010

Location Number: 6
Site Name: Garnsey Water Plant
Address: 4400 Wellfield Road
City: Port Orange **State:** FL **Zip:** 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	AST	2001	DW	5,200	Diesel	$25,000	6/21/2003

Location Number: 7
Site Name: Police Station
Address: 4545 Clyde Morris Blvd.
City: Port Orange **State:** FL **Zip:** 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	AST	2010	DW	2,500	Diesel	$10,000	12/30/2009
2	AST	2010	DW	2,500	Diesel	$10,000	12/30/2009

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Policy No.:
Effective Date:



Location Number: 8
Site Name: Trailwood Pump Station
Address: 5839 Trailwood Drive
City: Port Orange **State:** FL **Zip:** 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	AST	2009	SW	3,000	Diesel	$10,000	6/21/2003

Location Number: 9
Site Name: Fire Station #72
Address: 6027 Central Park West
City: Port Orange **State:** FL **Zip:** 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	AST	2009	SW	1,120	Diesel	$10,000	6/21/2010

Location Number: 10
Site Name: Fire Station #74 Fuelling Facility
Address: 6701 Airport Road
City: Port Orange **State:** FL **Zip:** 32129

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	UST	2000	DW	3,000	Diesel	$25,000	6/21/2003

Location Number: 11
Site Name: Central Lab/Pump Station
Address: 541 Ruth Street
City: Port Orange **State:** FL **Zip:** 32127

Tank #	UST/AST	Year Installed	DW/SW	Capacity (in gallons)	Contents	Deductible	Retroactive Date
1	AST	2015	DW	800	Diesel	$10,000	6/21/2017

All other terms and conditions of this Policy remain unchanged.

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SUMMARY OF PREMIUMS AND RELATED INFORMATION

Premiums as Proposed:	Expiring	Renewal
Storage Tank Liability	$ 33,236.00	$ 7,284.00
Site Pollution Liability	Included above	$ 19,250.00
Total Premium	**$ 33,236.00**	**$ 26,534.00**

Options:

Three Year Site Policy $1mil/$1mil w/$25k deductible	$ 40,720.00

Payment Plan:

Agency Bill: Annual premium is due in full at time of binding coverage. For 2-Year Policy options, full payment due at binding.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

*** Rating Guide:** A++ to C- = Highest to lowest rating
15 to 1 = Largest to smallest rating

	Rating for Stability	Rating for Assets/Surplus
Environmental Legal Liability		
** Aspen Specialty Insurance Co.	A	15

** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
Secure	*Vulnerable*
A++, A+ (Superior)	**B, B-** (Fair)
A, A- (Excellent)	**C++, C+** (Marginal)
B++, B+ (Good)	**C, C-** (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide			
Class	*Adj. PHS ($ Millions)*	*Class*	*Adj. PHS ($ Millions)*
I	Less than 1	**IX**	250 to 500
II	1 to 2	**X**	500 to 750
III	2 to 5	**XI**	750 to 1,000
IV	5 to 10	**XII**	1,000 to 1,250
V	10 to 25	**XIII**	1,250 to 1,500
VI	25 to 50	**XIV**	1,500 to 2,000
VII	50 to 100	**XV**	2,000 or greater
VIII	100 to 250		

STATEMENT ACKNOWLEDGING THAT COVERAGE HAS BEEN PLACED WITH A NON-ADMITTED CARRIER

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Port Orange

Signature of Insured's Authorized Representative — Date

Aspen Specialty Insurance Co.

Environmental Legal Liability –Storage Tank and Site Pollution Policies

6/21/17

Effective Date of Coverage

Bobbi Barlow

Producing Agent Name

A013832

License Number

MARKET SUMMARY

MARKET	LINE OF COVERAGE	RESPONSE
Aspen Specialty Ins.	Storage Tank Policy & Site Policy	Incumbent quoted & proposed
Berkley	Environmental Legal Liability	Could not compete with terms and conditions
ACE Westchester/Chubb	Storage Tank Policy & Site Policy	Storage Tanks $7,099; Site Coverage $23,018; NOT COMPETITIVE
Ironshore	Storage Tank Policy & Site Policy	Declined to quote; couldn't honor retro dates

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit form insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent: ***UCPM Environmental Insurance.*** These intermediaries are not owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: http://www.bbinsurance.com/customerinquiry.shtml.

SUMMARY OF PREMIUMS AND RELATED INFORMATION

Premiums as Proposed:	**Expiring**	**REVISED Renewal**
Storage Tank Liability	$ 33,236.00	$ 5,185.00
Site Pollution Liability	Included above	$ 19,250.00
Total Premium	**$ 33,236.00**	**$ 24,435.00**

Options:

Three Year Site Policy $1mil/$1mil w/$25k deductible	$ 40,720.00

Payment Plan:

Agency Bill: Annual premium is due in full at time of binding coverage.
For 3-Year Policy options, full payment due at binding.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

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15 to 1 = Largest to smallest rating

	Rating for Stability	**Rating for Assets/Surplus**
Environmental Legal Liability		
** Aspen Specialty Insurance Co.	A	15

** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.

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Per Florida Statute, the insured is required to sign the following E&S disclosure:

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M.H. Johansson, City Manager

City of Port Orange

Signature of Insured's Authorized Representative — Date

Aspen Specialty Insurance Co.

Environmental Legal Liability –Storage Tank and Site Pollution Policies

6/21/17

Effective Date of Coverage

Bobbi Barlow

Producing Agent Name

A013832

License Number

ASPEN

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

STORAGE TANK POLICY

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

☒ I hereby (**elect** to) purchase the federal terrorism insurance coverage for the additional premium of 3% AS EXPIRING

☐ I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

_____	_____
Applicant/Named Insured Signature	Policy Number
_____	_____
Print Name	Name of Insurer
_____	
Date	

Aspen Specialty Management, Inc.
c/o Aspen Specialty Insurance Management, Inc.
590 Madison Avenue, 7th Floor
New York, NY 10022

ASPEN

POLICYHOLDER DISCLOSURE

Site Policy

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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☐ I hereby **reject** this offer of the federal terrorism insurance coverage and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism under my policy.

Applicant/Named Insured Signature	Policy Number
Print Name	Name of Insurer
Date	

ASPEN

ASPEN STORAGE TANK INSURANCE APPLICATION

Instructions:
1. Please answer all questions.
2. If space is insufficient, attach additional sheets of paper
3. Have this Application signed and dated by an authorized owner, partner or director of the proposed First Named Insured.
4. The following items must be included for a complete submission:
   a. Schedule of locations and storage tank inventory (see Attachment I). A separate spreadsheet containing all relevant tank system attributes can be used in lieu of completing Attachment I.
   b. United Stated Environmental Protection Agency ("USEPA") approved leak detection results for the three most recent consecutive months.
   c. Currently valued Storage Tank Liability/Pollution Liability Loss Runs (if applicable) for the past five years at a minimum
   d. Audited financial statements or 10-Ks for the past two fiscal years

Section 1: Broker Information

Broker Name : Brown + Brown
Address : 220 S Ridgewood Ave
City : Daytona Beach State FL
Zip Code : 32114
Email : BBARLOW@BBDAYTONA.com
Phone : 386 2395724

Section 2: Applicant Information

Applicant Name : City of Port Orange
Address : 1000 City Center Circle
City : Port Orange State : FL
Zip Code : 32129
Website :
Contact Name : Grace Stewart Title : Risk Mgr
Telephone No. : 386-506-5703
Email : GSTEWART@PORT-ORANGE.ORG

Company is an: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other: Municipality
Please describe

Section 3: Coverage Requested

Proposed Effective Date : 6/21/17

Proposed Retroactive Date : See schedule - dates vary
Note: If retroactive date precedes proposed effective date, evidence of prior coverage must be provided. If retroactive date is location or tank specific, please leave blank and include each location/tank retroactive date on Attachment I.

Proposed Limit and Deductible:

	Deductible	Each Incident Limit	Coverage Section Limit of Liability (Aggregate)
Storage Tank System Liability Protection	$	$ 1,000,000	$ 2,000,000
On-Site Clean-up Coverage [1]	$ N/A	$ N/A	$ N/A
Aggregate Defense (Separate)	N/A	N/A	$ 1,000,000

[1] On-site cleanup coverage is optional. It should only be selected if applicant desires on-site cleanup coverage for a pollution incident not related to a storage tank system. A maximum of $1,000,000 can be considered for this coverage.

Section 4: Prior Coverage

Do you currently purchase Pollution Liability Insurance for the facilities and storage tanks for which this insurance is being sought? Yes ☑ No ☐

If yes, please complete the following and attach a copy of the expiring policy's declaration page:

Name of Insurer : Aspen Spec
Expiration Date : 6/21/17
Limits of Liability : $1,000,000
Expiring Premium : $ 33,269 incl SITE POLL
Expiring Premium :
Deductible :

Section 5: Additional Named Insured / Additional Insured

Please complete below or attach a list of Insured(s) to be covered under this policy, relationship to the Applicant and/or an organizational chart.

Will there be any additional Named Insureds that will be scheduled onto policy? Yes ☐ No ☑
If Yes, please complete:

Named Insured	Relationship

Will there be any Additional Insureds that will be scheduled onto policy? Yes ☐ No ☑
If Yes, please complete:

Additional Insured	Relationship

Section 6: Site Information

How many total locations to be covered? : See Attached Schedule
How many total underground storage tanks ("USTs") to be covered? : 5 - see attached
How many total aboveground storage tanks ("ASTs") to be covered? : 10 - see attached

Is there any history of leaks or releases, either in active investigation/ remediation, or closed with regulatory approval (i.e. NFA) at any location? Yes ☑ No ☐

If yes, please provide details:
FS 74 - 6701 Airport - Jan 2007 leak - see Liberty Mutual loss runs

Have there been any Notices of Violations (NOVs) issued for any facility or any pollution related claims, lawsuits or complaints from any 3rd party? Yes ☐ No ☑

If yes, please provide details:

Are there any tanks that have been removed, closed-in-place, out-of-service or inactive at any facility? Yes ☑ No ☐

If yes, please provide details:
FS73 – UST closure – info from Southern Foam Insulation provided to UCPM –

Are there any plans to remove any of the storage tanks within the next 12-months? Yes ☐ No ☑

If yes, please provide details:

Are there any plans to remove any of the storage tanks within the next 12-months? Yes ☐ No ☑

If yes, please provide details:

Are all tanks in compliance with all applicable Federal/State/Local rules and regulations including, but not limited to, construction, leak detection and operation/maintenance/inspection requirements? Yes ☑ No ☐

If no, please provide details:

Are all tanks in compliance with all applicable Federal/State/Local rules and regulations including, but not limited to, construction, leak detection and operation/maintenance/inspection requirements? Yes ☑ No ☐

If no, please provide details:

Section 7: Claims

During the last five years, has the applicant had any reportable releases or spills of hazardous substances, hazardous wastes, or any other pollutants as defined by applicable environmental regulations? Yes ☐ No ☑

If yes, please provide details:

During the last five years, has the applicant been prosecuted or is the applicant currently being prosecuted for contravention of any standard or law relating to the release or threatened release of a hazardous substance, hazardous waste or other pollutant as defined by applicable environmental regulations? Yes ☐ No ☑

If yes, please provide details:

Please provide a brief description of all pollution claims made against the applicant during the last five years, resulting from the release of hazardous substances, hazardous wastes, or any other pollutants into the environment.

None to report ☑

If yes, please provide details:

At the time of signing this application, is the applicant's manager or supervisor responsible for environmental affairs, control or compliance or any officer, director, partner or member of the applicant aware of any facts or circumstances which may reasonably be expected to result in a claim or claims being asserted against the applicant for environmental cleanup, or for bodily injury or property damage arising from the release of pollutants into the environment?

Yes ☐ No ☒

If yes, please provide details:

Section 12: Fraud Warning

It is agreed that this form shall be the basis of the contract should a policy be issued, and it will be attached to the policy. If an order is received, the application is attached to the policy so it is necessary that all questions be answered in detail. PLEASE READ THE APPROPRIATE STATE FRAUD NOTICES BELOW:

NOTICE TO APPLICANTS OF ALL STATES EXCEPT COLORADO, DISTRICT OF COLUMBIA, FLORIDA, KENTUCKY, LOUISIANA, MAINE, NEW JERSEY, NEW MEXICO, NEW YORK, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, TENNESSEE, VERMONT, VIRGINIA, WASHINGTON: ANY PERSON WHO KNOWINGLY, AND WITH THE INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIAL FALSE INFORMATION OR CONCEALS FOR THE PURPOSES OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN

Section 13: Warranty Statement

The applicant represents that the above statement and facts are true and that no material facts have been suppressed or misstated.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. The applicant's acceptance of the insurer's Proposal and the insurer's written agreement to be bound are required to bind coverage and to issue a policy. It is agreed that this form shall be the basis of the contract should a policy be issued, and will be attached to the policy and made a part thereof.

All written statements and materials furnished to the insurer in conjunction with this application are hereby incorporated by reference into this application and made a part hereof.

If an order to bind coverage is received, the application will be attached to the policy so it is necessary that all questions be answered in detail.

The applicant understands and recognizes that this Policy is issued based upon the insurer's reliance on the accuracy of the information disclosed and the truth of the statements made herein and in the disclosure process.

The applicant further recognizes that any breach of the foregoing warranties could have a material adverse affect on the insurer.

The applicant further declares, warrants and represents that if the information supplied on this application changes between the date of this application and the time when the policy is issued, the applicant will immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

I hereby certify to the truth of the foregoing and that I am authorized to execute the foregoing warranty and representation on behalf of the applicant.

City of Port Orange

APPLICANT

SIGNATURE OF OFFICER OR OWNER

DATE

M. H. Johansson, City Manager

PRINT NAME AND TITLE

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (B21) Approval of Updated Purchasing Manual

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the Purchasing Manual subject to revisions as requested by the City Attorney to conform to state law requirements. The City Attorney will identify the revisions and report any modification to the City Council.

SUMMARY: The purchasing manual presented represents the staff procedures for executing the Ordinances and Resolutions associated with purchasing. Subsequent changes to Ordinances, Resolutions or Statutes may cause changes to the purchasing manual. When these situations present themselves the portion of the purchasing manual that is effected will accompany the Ordinance, Reso or be provided for consideration with a change in State Statute.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Updated Purchasing Manual	Purchasing Manual (OT Edit 4.27.17) .pdf

Robin Fenwick	Created/Initiated - 05/23/2017
Tracey Riehm	Approved - 05/23/2017
Margaret Roberts	Approved - 06/07/2017
Jake Johansson	Approved - 06/08/2017
Robin Fenwick	Final Approval - 06/08/2017



City of Port Orange
Purchasing Manual
April 2017

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METHOD OF PROCUREMENT PROCESS MAP **157**

MISSION

The mission of the Purchasing Division is to provide for fair and equitable treatment by the City of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

THE NEED FOR COMPETITION

The City Council and City Manager recognize that open and fair competition is a basic tenet of public procurement. Competitive purchasing reduces the appearance and opportunity for favoritism and aims to award contracts in an equitable and economical manner, establishing public confidence in the purchasing process. In addition to fair and open competition, competitive procurement enables the City to acquire goods and services at the best available value by evaluating factors such as price, quality, design and workmanship.

INTRODUCTION

The operation of City of Port Orange government requires a tremendous diversity of skills, crafts, trades, and professions and covers a multitude of functions and services. By the very nature of its diversification of enterprises and the large scope of work covered, delegation of authority is necessary.

All personnel acting on behalf of the City are tasked to operate these many functions as efficiently and economically as possible. Therefore, it is necessary that everyone work together as a team to eliminate excess effort and waste for the efficient and effective operation of City government.

Procurement is a function that has a significant operational and financial impact on City government. The Purchasing Division is a service department that facilitates the procurement of materials, supplies, equipment, and professional, technical, and contractual services required for City operation. The Purchasing Division also has a control function to ensure compliance with laws, rules, and regulations concerning the purchase and disposal of goods and services and that all transactions are carried out under the highest ethical standards. The Purchasing Division also provides resources, research, and information on new products and services, as well as trends and opportunities.

Since all purchases are made with taxpayer dollars, there are many laws, rules, and regulations governing how procurement should be conducted in the City of Port Orange.

This manual has been developed in accordance with such regulations to serve as a framework for well-informed decisions. Due to the diversity of needs and requirements and differing rules and regulations governing each type of purchase, not all possibilities

can be addressed in this manual. Its purpose is to point out the duties and responsibilities of those involved in the procurement function and to assist individuals in maintaining the City's reputation for fairness and integrity. The goal is to promote the City's best interests through intelligent action and fair dealing in order to obtain the maximum value for each dollar of expenditure.

Public Records (Sunshine Law)

The City is governed by the Florida Public Records Laws, Chapter 119 of the Florida Statutes. Memos and internal correspondence concerning any purchasing matter are public record and are available for public inspection.

Exemptions from Public Records

The Purchasing Division abides by FL Statute 119.071, which exempts solicitations from public record until the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until the City provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Financial statements submitted to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt. Proprietary information submitted by vendors may be exempt in certain instances.

Ethics

All City employees are bound by the City’s Ethics Statement and the Code of Ethics for Public Officers and Employees as prescribed in Florida Statutes, Chapter 112. If there is any question regarding ethical conduct or action, please contact the Legal or Purchasing Department before any action is taken.

Conflict of Interest

A conflict of interest is any circumstance in which the personal interest of a committee member may prevent or appear to prevent the member from making an unbiased decision with respect to the matter. A conflict of interest is also any conflict as defined in City Code, Florida Statute, or Federal Regulation. The provisions of Florida Statutes, 112.313 apply regarding conflict of interest. In addition, City Ordinance Sec. 2.259, states that City employees should not have business dealings with the City, unless City Council has determined that such dealings are in the best interest of the City. Any violation of these provisions by a City employee may be grounds for disciplinary action.

Purchasing and Contract Authority

Purchases and contracts having a cost of greater than $25,000, unless otherwise exempt, shall be approved by council. (Code Sec. 2-267)

The City Manager is responsible for the procurement of goods and services paid for by City funds and is authorized to expend monies for purchases when (1) the total is $25,000 or less, or when (2) the purchase is exempt from the $25,000 limit, both as prescribed by council ordinance, as amended and restated from time to time. The Finance Director shall promptly revise this policy to conform to each adopted council ordinance. The City Manager may delegate authority in writing to a department head for the approval and execution of a contract that does not exceed $5,000.

The City Manager may permit the procurement of goods and services not exceeding the City Manager authority by use of a current vendor application as approved by the Finance Director and a purchase order based upon vendor quotations, as required by this policy. Purchases based only on a current vendor application and purchase order not exceeding $15,000 shall not require review by a city attorney for sufficiency and compliance with formally adopted laws and regulations, unless otherwise requested by the City Manager, the Finance Director or applicable department director.

Only authorized persons may make purchases, obligate the city, or sign contracts involving the expenditure of City funds. The City shall not recognize a contract or agreement as binding unless executed by an authorized employee in accordance with this policy. Employees who enter into contracts or agreements that are not consistent with this policy or otherwise make unauthorized purchases shall be subject to disciplinary action and may be subject to legal liability.

PURCHASING METHODS

Petty Cash

Each department may have a petty cash fund up to $500.00. The Finance Director, with the concurrence of the City Manager, establishes an appropriate and reasonable operating petty cash balance based on need and frequency of usage. Individual purchases cannot exceed $50.00 and cannot be used for items that are readily available in City stockrooms. Dividing large purchases into amounts less than $50.00 is prohibited. Misuse of petty cash funds is not tolerated and is grounds for disciplinary action.

All petty cash expenditures must be logged and each purchase must be documented by a receipt from the vendor stating the quantity, price, date, vendor's name and address, and the name of the City employee authorized to make the purchase.

Purchasing Card

The purchasing card (p-card) is ideal for small dollar, non-recurring purchases. In general,

purchases made using an awarded contract should not be charged to a p-card. Purchasing cards are issued in an employee's name and have spending controls and limits. The per-transaction limit for purchases is set at $1,999.99 or less. A monthly spending limit is also established based on anticipated usage. Purchasing cards are only issued upon written request from the Department Director. Purchasing card holders must attend a mandatory purchasing card training. Refer to the Purchasing Card Manual for additional procedures for this program.

Purchase Order

The majority of City purchases are made using a purchase order (PO). Requests for purchase orders (requisitions) are made electronically through the financial accounting system.

PURCHASE ORDER SYSTEM

Requisition Process

When a department has a purchase request, it submits a "requisition". The Purchasing Division makes great effort to approve requisitions quickly. Departments should submit requisitions far enough in advance to allow sufficient time for proper approvals, order processing and delivery. In general, user departments should submit a requisition at least one (1) week before the purchase is needed. Purchases that are unusual, specialized in nature or high dollar, require additional review and approval and take more time to process.

The first step in initiating a requisition is to identify the items needed and associated costs. The department must follow the purchasing guidelines (see Purchasing Thresholds section) to determine if a quote or formal solicitation is needed. Once the department has decided on the cost and vendor, a requisition can be entered in the system. The requestor must enter a description of the purchase, specific item names/numbers, quantities, amounts, delivery requirements, and other applicable terms and conditions. If the contract is greater than $25,000, a fully-executed and approved contract must be attached to the requisition.

The requisition will pass through the electronic system gathering proper approvals along the way. Certain purchases require additional approvals, such as technology purchases. Once the final approval is made, the Purchasing Division will turn the request into a purchase order. The PO is then sent to the vendor by the department and the purchase can be made. See the Procurement Methods Process Map for additional information.

The Purchasing Division should be consulted to determine the best procurement method, to verify whether the City has existing contracts, and to determine if the purchase is exempt from competitive purchasing requirements.

Blanket Purchase Orders (BPO)

A blanket purchase order can be used when multiple orders will be made from one vendor throughout the year. A BPO establishes a maximum dollar limit to be spent with a specific vendor. Since the specific items to be purchased are usually unknown at the time of issuance, line item pricing is not used.

Master Agreement

A master agreement is often the contract associated with a BPO because it is an indefinite quantity agreement. It is used to facilitate purchases when the exact quantity of a required commodity or service is unknown or varies upon the using department's needs. A master agreement is used to purchase goods or services needed frequently for operations and maintenance (See Master Agreement section). A task authorization is typically required to request services under a Master Agreement.

Task Authorization

Task authorizations are specific, detailed services or jobs placed against an awarded, established contract.

PURCHASING THRESHOLDS

The following standards for acquiring goods and services has been established by the City. Purchases must not be subdivided to avoid the purchasing thresholds below. Separate purchases from the same vendor by different departments for different purposes are not considered subdivided purchases. However, such purchases will be reported to City Council on a quarterly basis or as soon as practicable, and will follow the bidding guidelines outlined in the Purchasing Manual, to ensure cost efficiency and maximize competition. In determining the purchasing threshold, consider not only the immediate transaction, but the purchasing needs for that commodity class and group on a City-wide basis.

Small Purchases - up to $2,500.00

Purchases up to $2,500.00 are purchased on the open market if the quoted price appears fair and reasonable. The City Manager has the authority to change the selected vendor if it is in the City's best interest to do so. Employees are encouraged to use a City-issued purchasing card for small purchases up to $1,999.

Informal Quotes - $2,500.01 to $5,000.00

Requests for purchases between $2,500.01 and $5,000 require a minimum of two (2) verbal quotes. The requestor shall document, in writing, the name, telephone number, contact person, unit price, shipping and handling costs, and other applicable information as an attachment to the requisition. If two (2) quotes cannot be obtained, documentation

of the name(s) and phone number(s) of the non-responsive vendors must be submitted with the requisition.

Formal Written Quotes - $5,000.01 to $25,000.00

Requests for purchases between $5,000.01 and $25,000.00 require a minimum of three (3) written quotes. The department is responsible for reviewing the responses and selecting the lowest and best responsive and responsible quote received. The department must submit a copy of each written quote with the requisition.

Formal Solicitation – Greater than $25,000.00

Purchases greater than $25,000.00 require a formal, sealed solicitation prepared by the Purchasing Division. See the Competitive Solicitation section of this document.

Exemptions

Purchases exceeding $25,000.00 require approval by City Council except for goods and services that do not lend themselves to the normal competitive bidding process and for which the City Manager has approved waiving the formal bidding requirements. The following purchases are exempt:

- Maintenance and service contracts for various types of technical equipment that are offered only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental, lease or lease purchase agreement's terms and conditions.
- Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.
- Public or regulated utility services or government franchised services.
- Commodities or contractual services available from a single source. (See the Sole/Single Source section)
- Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries, lobbyists and financial advisors).
- Admission fees.
- Association fees and professional association dues.
- License fees and agreements.
- Media advertising (i.e., newspaper, radio, television, etc.).
- Permit fees.

- Petty cash replenishment.
- Postage.
- Registration fees.
- State fees (unemployment compensation).
- Travel reimbursement.
- Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to City-owned property.
- Supplies, equipment and vehicles purchased at a public auction.
- Purchases from other governmental agencies, including City boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.
- Purchase, sale, lease or rental of real property.
- Items for resale when purchased in compliance with the restrictions listed below:
    a) Items purchased are exclusively for resale;
    b) Items include brand name specifications significant to their retail sales appeal; and
    c) Items, after reasonable expected resale, result in no cost to the City.

Exempt purchases over $25,000.00 are subject to City Manager approval and may be submitted to Council for approval at the City Manager's discretion.

Emergency Purchasing

Emergency purchases are for goods and services necessary due to certain emergency conditions that may affect the health, safety, and/or welfare of the citizens or staff of the City, in accordance with City Ordinance, Sec. 2-271.

The City may forgo the requirements for competitive solicitations and the City Manager may make necessary purchases in preparation of, or during an emergency. Quotes must be obtained from at least two (2) vendors and documented with the purchase request, unless the City determines that the time required to obtain quotes will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the City. Emergency purchases must be approved by the City Manager prior to making the purchase.

An emergency is defined as an unplanned or unexpected event that requires immediate action to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to customers. Routine repairs and

planned refurbishment do not constitute emergencies.

Emergency acquisitions exceeding $25,000.00 are subject to approval by City Council and will be ratified at the next regularly scheduled meeting, or as soon as practicable.

The agenda item must be submitted by the requesting department and must state the reason for the emergency purchase, the cause of the emergency, and the financial or operational damage or risk that would have occurred without the purchase.

COMPETITIVE SOLICITATIONS

The competitive solicitation process must be used for the procurement of goods and services estimated to exceed $25,000.00. The Purchasing Division prepares a formal, sealed solicitation. Types of solicitations include Invitation to Bid (ITB), Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ), Request for Information (RFI), and Invitation to Negotiate (ITN).

Invitation to Bid (ITB)

The Invitation to Bid is used for the purchase of commodities or services where the scope can be specifically defined. The ITB defines the specific commodity or service to a degree that cost is the only difference between bid submissions. Generally, the ITB is awarded to the lowest responsive and responsible bidder(s) in accordance with the lowest and best bidder criteria below.

An ITB is typically used when off-the-shelf goods or standard services are widely available and will meet the City's desired needs. In addition, concerns about vendor qualifications can be easily addressed by a simple submittal with the bid, such as a copy of an occupational license, certification by the manufacturer that vendor is a trained/authorized provider, satisfactory references, etc.

Development of the ITB - The Purchasing Division is responsible for compiling the overall ITB document.

1. Requests are received from departments and a meeting is scheduled to review bid requests, requirements and specifications.
2. Purchasing works with the requesting department in developing the specifications. The specifications must be clearly defined and include sufficient detail to promote maximum and fair competition.
3. Outside vendors may be contacted to review the preliminary bid specifications for minimum requirements, adequacy, uncertainty and potential limits to competition. This approach is used when the specifications are unusual in nature or are infrequently purchased by the City.
4. The Department works with Purchasing to develop the price sheet and other key documents that will be required in the solicitation.

Advertisement - Once the bid document is finalized, the ITB is advertised and posted to the City's online procurement website and the local news publication. The procurement website sends notification to registered vendors, who are responsible for downloading the ITB documents and submitting the bid by the required date and time.

Tabulation and Award - All bids are opened and bidder names are read aloud in public, at the designated date, time and place. Bidders and the public are welcome to attend, but it is not required. Bidders are not permitted to make changes to a bid during the opening. Any such attempts may result in rejection of the bid. The Purchasing Division tabulates the bids and verifies that all required documents are submitted. In general, bids are awarded to the lowest responsive and responsible bidder. After the tabulation, a notice of intended decision and the tabulation sheet indicating the award recommendation is posted to the procurement website. The purpose of this posting is to give public notice of the City's intended decision. This allows any adversely affected firm an opportunity to file a protest. An agenda item will be submitted to City Council by the Purchasing Division to recommend the award. The ITB process takes approximately six (6) to eight (8) weeks.

Determination of Lowest and Best Bidder

In determining the lowest and best responsible bidder, in addition to price, the following factors are considered:

(1) The ability, capacity and skill of the bidder to perform the contract.
(2) Whether the bidder can perform the contract within the time specified, without delay or interference.
(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(4) The quality of performance of previous contracts.
(5) Previous and existing compliance by the bidder with laws and ordinances relating to the contract.
(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
(7) The quality, availability and adaptability of the supplies or contractual services to the use required.
(8) The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
(9) The number and scope of conditions attached to the bid.
(10) Other factors pertinent to the bid or the contract under all of the circumstances involved.

Request for Proposal (RFP)

A Request for Proposal should be utilized for the purchase of goods or services where the specifications are clearly defined; however, various goods or services are available to meet those specifications. The RFP solicitation requires the vendor to "propose" a good or service to meet the general specifications listed. The main difference between an ITB

and an RFP, is that an RFP is used when various solutions exist and when cost is not the major factor in the award. If an RFP is the selected procurement method, the Purchasing Division must document, in writing, the reasons why an IT are not practicable.

Development of the RFP - The Purchasing Division is responsible for compiling the overall RFP document using the process below:

1. Requests are received from departments and a meeting is scheduled to review the request, requirements, specifications and evaluation criteria/scoring system.
2. Purchasing works with the requesting department in developing the specifications and evaluation criteria/scoring system, which must be clearly defined and include sufficient detail to promote maximum and fair competition.
    a. Price and prior relevant experience must be included in the evaluation criteria.
3. Prior to issuing the solicitation, outside vendors may be contacted to review the preliminary specifications for minimum requirements, adequacy, uncertainty and potential limits to competition. This approach is used when the specifications are unusual in nature or are infrequently purchased by the City.
4. The department director overseeing the RFP, assembles an evaluation committee of three or more to assess the proposals.

Evaluation and Award - The Purchasing Division facilitates the evaluation committee meetings, instructs evaluation committee members on their responsibilities and ensures that the evaluation process is conducted in a fair, transparent, and equitable manner.

1. After responses are received by the Purchasing Division, proposals are distributed to the evaluation committee members for independent evaluations.
2. The committee reviews the proposals in accordance with the predetermined scoring system and ranks the firms.
3. Top-ranked firms are invited to present their proposal and/or interview with the evaluation committee.
4. After the presentations/interviews have been conducted, the evaluation committee scores the firms in accordance with the evaluation system and reaches consensus. Further negotiation may be needed to finalize the contract. If negotiations cannot be reached with the top ranked firm, the committee may move to the next highest ranked firm.
5. An agenda item will be submitted to Council by the Purchasing Division to recommend the award of the RFP and associated contract(s). The RFP process takes approximately nine (9) to twelve (12) weeks.

Request for Statements of Qualifications (RFSQ)

A Request for Qualifications (RFSQ) is utilized for services such as architectural, engineering, landscape architecture, surveying, mapping, construction management and design/build services and where price is not a factor. An RFSQ differs from an ITB and

RFP in that, while the service specifications are clearly defined, the delivery of the services may be significantly affected by the qualifications, influence or position of the firm within the industry. The focus of the evaluation is on the quality and the level of services offered. An RFSQ is typically governed by the Competitive Consultants Negotiation Act (CCNA) which requires state government agencies, municipalities or political subdivisions, school boards and school districts, to select consulting firms based on qualifications, rather than on a “lowest bid” basis.

Development of the RFSQ – The RFSQ is developed in the same manner as the RFP, except that price is not considered when developing the evaluation criteria. Evaluation criteria should include statements of qualifications and performance data on file with the City. In determining a firm’s qualifications, consider the following:

- Professional personnel
- Whether a firm is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each firm by the City in an effort to make an equitable distribution of contracts among the ranked highly qualified firms

If the solicitation is for a specific proposed project, discussions and presentations are required by at least three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

Evaluation and Award - The RFSQ is awarded in the same manner as the RFP, except that price is not considered when evaluating the proposals. At least three firms must be ranked in order of preference and best qualified to perform the required services. The City will negotiate a contract with the most qualified firm at a fair, competitive and reasonable compensation. In determining compensation, the cost of services along with the scope and complexity should be considered. If negotiations cannot be reached with the highest ranked firm, the City should begin negotiations with the second most qualified firm, and so on until negotiations are reached. This process takes approximately six (6) to twelve (12) weeks. See the professional services for design and construction section for additional information related to RFSQS.

Invitation to Negotiate (ITN)

In cases where an ITB or an RFP are not practicable and will not result in the best value to the City, the Purchasing Department may initiate an Invitation to Negotiate. The ITN is used to determine the best method for achieving a goal or solving a problem for the best value. This process may be utilized when specifications cannot be defined, or there are unknown areas, volatile markets, etc. and negotiations are key to receiving the best value. Typically, ITNs are used for non-standard or highly complex purchases and where there is limited availability of competition.

Development of the ITN - The ITN is developed in the same manner as the RFP, except that the City must document in writing its reasons why an ITB or RFP is not practical. The ITN must also describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation. The Purchasing Division will appoint a qualified negotiation team. The Purchasing Division must document, in writing, the reasons for utilizing the ITN process.

Evaluation and Award - The ITN is awarded in the same manner as the RFP, except that after the evaluation process, and upon submission of the top-ranked firms to Council, approval is requested to simultaneously negotiate with the top-ranked firms to obtain the best value for the City. After City Council authorizes staff to negotiate, the team completes the negotiations and finalizes the contract. The final contract, signed by the top-ranked firm, is presented to the City Council for approval by the Purchasing Division. The contract negotiation phase of the contract can be lengthy and the overall ITN process takes approximately twenty (20) weeks.

Sole/Single Source

Sole source purchasing is used when a good or service is only available from one source and cannot be competitively procured. There are very few absolute single source products and services, most single source purchases are situational. A true sole source purchase usually results from vendor patents and copyrights. A request for a proprietary item does not justify a sole source purchase if there is more than one potential supplier for that item. Use of brand names and model numbers alone do not constitute a sole source; however, certain manufacturers may require particular brand names and model numbers to maintain product warranties.

Departments should submit sole source requests, including a justification statement detailing why the product or service is the only available solution that will produce the desired results. A letter or statement from a dealer, distributor or manufacturer is also required.

The justification statement should answer the following questions:

- What is the purpose of this purchase?
- What specifications does the product or service offer that others do not?
- Why is the product or service being selected over other products or services?
- Have other products or services been evaluated?
- Why do the other products or services fall short of the specifications?

If the Purchasing Manager agrees that the purchase is a sole source, the Purchasing Division will post a description of the goods or services sought for at least seven (7) business days on the City's website and other available purchasing websites. The description must include a request that prospective vendors provide information regarding their ability to supply the goods or services described. After reviewing the information received from prospective vendors, the Purchasing Manager must determine in writing

whether the goods or services are available from a single source. Professional judgment should be used in determining a sole source purchase; following the single source posting requirements is not, in itself, sufficient documentation of a sole source purchase.

If the purchase is determined to be a single source, the Purchasing Division must provide a notice of its intended decision to enter into a single source purchase contract. A contract negotiator should be used to negotiate favorable terms for the City. If it is determined that the purchase is not a single source, the competitive purchasing process must be used in accordance with the established thresholds. Sole source contracts should be made for shorter, reasonable periods of time since the market is everchanging and should align with the resoliciting schedule.

COMPETETIVE SOLICITATION PROCESS

Planning Formal Solicitations

Departments should plan accordingly for the solicitation process. The solicitation timeline varies based on the complexity of the solicitation and additional time should be allotted for solicitations other than ITBs. The timeline can be reduced by a departments willingness to prioritize solicitation meetings and by quickly resolving questions from the Purchasing Division. City Council meeting schedules and agenda item deadlines must be adhered to and may increase the timeline for solicitations.

Creating the Specification and Statement of Work

While the term, “specification” describes a product, the terms “statement of work” or “scope of work” describes a service. The two terms are often used interchangeably when speaking in a generic sense.

A statement of work is a narrative description of the required work. It stipulates the deliverables or services required for fulfilling the contract, and it defines the task to be accomplished or services to be delivered in clear, concise, and meaningful terms. The term "specification" describes the physical or functional characteristics or the nature of a product. It may include a requirement for inspecting, testing, or preparing goods or services for delivery.

Specifications/scope of works may be written as design specifications, performance specifications, or a combination. Design specifications define each detail and component that compose the entire project and are commonly used in the traditional design, bid, and build approach. Conversely, performance specifications define the desired results or desired output and are commonly used in brand name or equal descriptions.

The specifications and/or statements of work are the foundation of the procurement process. They should be drafted with the objective of clearly describing functional and performance requirements. It is the responsibility of the using department to clearly understand its needs and requirements and to effectively communicate those needs to

the Purchasing Division. The Purchasing Division will assist the using department in writing specifications and/or statements of work for products or services, if requested.

In some cases, the City may enlist the help of outside agencies or consultants in drafting the specifications and/or statements of work; however, at no time shall a department engage in accepting specifications written by a potential bidder or proposer of a commodity or service. If a vendor is used to develop a statement of work or specification, the vendor is prohibited from participating in the solicitation process.

The City purchases standard commercial products whenever practical. When developing specifications and/or statements of work, acceptable commercial standards should be used and unique requirements should be avoided, to the extent practical. Specifications that list a brand name "or equal" description are intended to be descriptive and not restrictive, and to indicate the minimum quality and characteristics of the products that will be accepted. Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by the user and the Purchasing Division to fully meet or exceed the specifications. For approved equals, the burden of proof rests with the Vendor, unless otherwise specified by the City. The City is the sole judge in determining equality and acceptability of products offered.

The department should consider the total costs of ownership and operation as well as the initial purchase costs when defining the work. City policy dictates that specifications and/or statements of work permit maximum practical competition consistent with this purpose.

Public Advertising Requirements

Formal solicitations must be publicly advertised on the online purchasing website. In addition, solicitations must be advertised in a newspaper of general circulation in the County, and having general circulation in the City, at least 12 days prior to the solicitation due date. Additional advertising schedules may be proposed depending upon the type and cost of the solicitation. In general, a longer advertising window will increase the potential for more respondents and it is recommended that solicitations be advertised for at least 21 days. Advertising a solicitation for too short of a window may lead to a “non-response” and cause the entire solicitation process to restart from the advertising phase.

Advertisements must include:

- A general description of the goods or services desired
- Where to obtain solicitation documents
- The time and location of the solicitation due date and opening

Advertising Schedule

Type	Times	Minimum*
ITBs, RFPs, ITNs[1]	1	12 days
Construction > $200,000[2]	1	21 days**
Construction > $500,000[2]	1	30 days**
Sale or Lease of City Real Property [3]	1/wk	2 weeks
Sole/Single Source[4]	1	7 days
Utilities[5]	1/wk	2 weeks

*Minimum - number of days from the date of advertisement until the bid due date.
** Public advertisement must also occur at least 5 days before any pre-bid meeting.

[1] City Ordinance 2-263
[2] Florida Statutes 255.0525
[3] Florida Statutes 125.35
[4] Florida Statutes 287.057
[5] Florida Statutes 180.24

Pre-Solicitation Conferences

A pre-solicitation conference is typically scheduled and conducted by the Purchasing Division between the date of advertising and the formal opening. The purpose of the conference is to explain the purchasing requirements and forms used in the solicitation package.

In some cases, a mandatory conference is held and potential bidders are required to attend. Proposals from vendors not attending the mandatory conference will not be considered. Mandatory conferences impose restrictions on competition, and therefore, must be justified and approved by the Purchasing Division prior to the release of the solicitation. Conferences should be properly noticed and advertised.

Cone of Silence

The term "Cone of Silence" means a prohibition on communication regarding a competitive solicitation between any person who seeks an award and any Council member or person involved in the evaluation or recommendation in the competitive procurement process. While the Cone of Silence is in effect, all vendor communications must flow through the Purchasing Division. A vendor may ask questions during the pre-solicitation conference or through written communications with the Purchasing Division. The Purchasing Division will document any questions, clarifications, or changes to the solicitation in a written addendum published on the electronic procurement system.

A Cone of Silence is applied to each competitive solicitation at the time of issuance. A public notice of the Cone of Silence will be sent via electronic communication to City Council and any other person involved in the review, evaluation, recommendation, approval, rejection or award of the responses as appropriate. All solicitation advertisements and documents must include a statement disclosing the Cone of Silence requirements. The restriction on communications terminates when the City Council meets to make a final decision.

The purpose of a Cone of Silence is to prevent bidders or their representatives from lobbying Council and City employees during the solicitation process. Communications with vendors can impair independence and the integrity of the competitive procurement process. The entire solicitation process can be compromised if the Cone of Silence is broken, possibly resulting in a decision to reject all bids and reissue the solicitation.

Evaluation Committee

Competitive solicitations, other than ITBs, require an evaluation team/committee. Council has delegated decision-making functions to the committee by asking the team to evaluate and recommend solicitation awards. The committee is responsible for:

1. Establishing the solicitation criteria used as a basis for evaluation.
2. Analyzing vendor qualifications to determine their ability to provide products/services at the desired result.
3. Determining if proposals are responsive.
4. Evaluating proposals based on the established criteria, independently or as a group.
5. Participating in ranking of price proposals.
6. Collaborating as a team to make an overall recommendation of award to Council.
7. Maintaining sufficient documentation to support decisions related to the recommendation of award and submitting the documentation to the Purchasing Division for inclusion in the solicitation file.

Meetings - Evaluation committee meetings are governed by the Florida Sunshine Law. Any discussion between evaluation committee members or any respondent regarding the solicitation outside of a publicly advertised meeting and which takes place before an intent to award is made, is prohibited. All requests for information, clarification, or the status of a solicitation should be directed to the Purchasing Division. If requested, the meeting minutes should be made available for public review. Original minutes shall be maintained in the solicitation file.

A member may utilize technology, such as conference calls, to participate in a meeting if presentations are not made at the meeting. If presentations are conducted, all members must be physically present. Interviews can be conducted via teleconference; however, all committee members must be convened as a group.

Reasonable public notice shall be given before any selection committee meeting. The notice must include:

(1) Name and/or purpose of selection committee
(2) Time and place of meeting
(3) ADA requirements

All public meeting notices must be posted on the City website and procurement website at least one week before the meeting date. If the meeting is adjourned and reconvened at a later date, the second meeting must also be noticed. This includes any meeting where a presentation is made to the selection or technical committee.

Committee Members - The Purchasing Manager or designee shall open all evaluation committee meetings. At the initial evaluation meeting, the committee will appoint a chair. The committee should consist of staff or other representatives who have knowledge and interest in the purchasing project. The department should make member recommendations and determine whether to appoint a City Council member to the evaluation committee. A minimum of three committee members is suggested; however, five committee members is also acceptable. In order to avoid scoring issues, such as a tie, an even number of committee members is not recommended. If a committee member is unable to make the conference or continue as a member, a replacement member must be found.

Any person with a conflict of interest will not be appointed and a member will be removed from the committee if a conflict arises. A conflict of interest is any circumstance in which the personal interest of a committee member may prevent or appear to prevent the member from making an unbiased decision with respect to the matter. A conflict of interest is also any conflict as defined in City Code, Florida Statute, or Federal Regulation.

In some instances, a technical review committee is appointed by the Purchasing Manager to establish and/or review specifications or statement of work. A technical review committee does not generally fall within the requirements of an open public meeting.

Voting - All committee member voting must be recorded in the minutes. A committee member must be physically present for all of the presentations in order to vote. Once the individual votes are counted, the recommendation can be made.

Tabulation/Evaluation

General Overview

1. Formal solicitations are opened publicly at the date, time, and place designated in the solicitation and under the direct control of the Purchasing Division. The name of each bidder is read aloud and the bid package is reviewed to ensure required forms were submitted. For ITBs, the prices are read aloud and tabulated.
2. After the tabulation, the meeting is adjourned. Vendor bid response packages are reviewed by the Purchasing Division to determine responsiveness, responsibility, and/or qualifications. This process may take several days and varies with the

complexities of the solicitation. The department is also an integral part of this process, checking industry specific requirements and scope compliance, among other items.

3. After the review is complete, the Purchasing Division posts the tabulation to the online purchasing website. The Department Director is notified of the results and must post a Notice of Intent to Award on a Council agenda meeting within a reasonable amount of time. The Notice of Intent is simultaneously posted to the online purchasing website by the Purchasing Division.
4. The City Council has the authority to award or reject any or all proposals submitted in response to any competitive solicitation and to request new proposals or to purchase the goods and services in any other manner in accordance with purchasing policies.
5. Council's decision to award or reject is communicated by posting a Notice of Award to the online procurement website.

Evaluation of Responses

After the Purchasing Division has completed its review for responsiveness, responsibility, and/or qualifications, a determination is made to accept or reject the responses. If the responses are accepted, they are included in the tabulation/evaluation process.

Waiver of Irregularities

The City Manager has the authority to waive insubstantial or minor irregularities in formal solicitation responses. The irregularities must not have an adverse effect on the City's best interests, and must not affect the outcome of the selection process by giving an unfair advantage or benefit to a particular responder. The Purchasing Division is responsible for identifying such irregularities and submitting a recommendation to the City Manager. Waivers must be clearly noted in award recommendations submitted to Council.

Rejection of Solicitation Responses

The Purchasing Division may reject a response that is not responsive, responsible, or does not meet qualifications. The Purchasing Division must document in writing the reason for the disqualification. Below is a list of common reasons for the rejection of a response:

- The bidder is currently listed as "suspended or debarred" or is on the State's Suspended Vendors Listing.
- The response does not meet specified delivery or performance schedules as outlined.
- The response does not price out the bid in conformance to the required format, key price lines are blank, or a clear price is not listed.

- The bid is received late - after the stated opening due date and time.
- The response does not include:
    - Required proof of insurance and/or does not name the City as an additional insured on the policy.
    - A bid bond in accordance with the solicitation requirements.
    - Required information, literature, samples, or affidavits with bid.
- There is a reasonable basis to suspect conflict of interest or collusion.
- Other reasons that may be unique to a specific bid or solicitation.

Late Proposals

Solicitation responses received after the official date and time specified in the solicitation document are deemed late and will not be considered for award. Requests for modifications to solicitation responses received after the due date and time specified will not be considered. The City uses a timeclock at the specified solicitation opening location as the official timekeeping device.

Local Preference

Local preference is considered during the tabulation/evaluation process in accordance with City Ordinance Sec. 2-275 below:

(a) Purpose. The City annually spends significant dollars on purchasing goods and services, and the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses located within the City of Port Orange. The City Council has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the City Council has determined that it is in the best interest of the City to give a preference to local businesses consistent with the process set forth in this section.

(b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) Florida business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

(2) Local business means a Port Orange business, Volusia County business, or Florida business as defined herein.

(3) Port Orange business means a business having its headquarters and principal place of business within the City of Port Orange at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or

such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

(4) Principal place of business means the nerve center or the center of overall direction, control, and coordination of the activities of the business. If the business has only one business location, such business location shall be its principal place of business.

(5) Volusia County business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

(c) Local preference process. Except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(1) Competitive bids.

a. Port Orange business. In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent of the lowest and best responsible bid submitted by a non-Port Orange business, then the Port Orange business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

b. Volusia County business. In any competitive bidding process where a Volusia County business is within five percent of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

c. Florida business. In any competitive bidding process where a Volusia County business is within three percent of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

d. Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(2) Request for proposals, qualifications or other qualitative submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

a. Port Orange business shall be granted up to eight percent of the available points.

b. Volusia County business shall be granted up to five percent of the available points.

c. Florida business shall be granted up to three percent of the available points.

d. Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(d) Misrepresentation prohibited; penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status, and shall lose eligibility to claim local preference status for a period of one year.

(e) Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.

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.

Certification and Verification

A contractor claiming to qualify as a local business for local preference purposes must certify in writing on the designated form included in the competitive solicitation package. The vendor must provide the necessary documentation required to demonstrates its qualification as a local business prior to time of purchase or recommendation of award of contract.

Maintenance of Status

A vendor granted local preference resulting in a written contract must maintain its status as a local business throughout the term of the contract. Subcontractors must also maintain local status throughout the duration of the contract. This requirement must be included in the contract between the contractor and subcontractor.

Compliance

Noncompliance with the local preference policy is deemed a material breach of contract and is grounds for termination by the City. Further, it may subject the vendor to disqualification in accordance with City Code 2-276 Suspension and Debarment.

Solicitation Award

Solicitations are awarded in accordance with the criteria outlined in the solicitation; however, additional factors can influence the award of a solicitation.

No Response – If no responses are received, the Purchasing Division will review the non-response forms submitted by vendors to determine the cause. If the forms are not returned, the Purchasing Division will contact the vendors directly to determine the cause of non-response. This will help establish any necessary changes in specifications, requirements or proposed timelines prior to resoliciation.

One Response - The Purchasing Division aims to generate as many soliciation responses as possible; however, there are times when only one qualified response is received. If only one response is received, the Purchasing Manager or designee may negotiate the terms and conditions. The Purchasing Division must document in writing its explanation for negotiating the terms and/or accepting the sole response in lieu of resoliciting. City Manager approval is required for purchases up to $25,000 and Council approval is required for purchases greater than $25,000.

In any formal solicitation, which costs more than the bidding threshold of $25,000, is awarded without competition, the individuals taking part in the development of the evaluation criteria, process, and award should attest in writing that they are independent of, and have no conflict of interest with the entities evaluated and selected.

Ties – In many instances, a solicitation is awarded to multiple bidders and the need for a “tie-breaker” is not necessary. However, when the solicitation is intended to be awarded to one vendor, tie bids are awarded in the order listed:

1. Drug-free workplace pursuant to FL Statutes 287.087.
2. Certified service-disabled veteran.
3. Local businesses (see Local Preference section).
4. Firm with the lowest volume of work on City projects within the last five years.

5. If all conditions are equal, the Purchasing Division will draw lots or flip a coin. This process must be witnessed by at least three individuals and the names and addresses of the witnesses and the facilitator must be documented in writing.

Over Budget - If the lowest, responsive and responsible bidder has submitted a price higher than the City's budgeted amount, the City may negotiate with the bidder to obtain a lower price and present such results to Council. Council may decide to reject all bids and may subsequently increase the budget necessary to reissue the solicitation.

Awardee Can no Longer Provide Goods/Services - If the awarded bidder can no longer provide the goods/services required in the solicitation, the Purchasing Division may authorize award to the next lowest, responsive and responsible, if price is reasonable. If the price is not reasonable and does not represent good stewardship of public funds, the goods/services should be resolicited.

Protest Procedures

Any person who is adversely affected by the City's decision or intended decision shall file with the Purchasing Division, a notice of protest. The protest must be filed in writing within 72 hours after the posting of the notice of decision or intended decision (intent to award) as set forth on a City Council agenda item or the City's online procurement website. A protest of the terms, conditions, specifications, ranking methods, or contract award, or other solicitation elements must be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and City holidays shall be excluded in the computation of the 72-hour time period established herein.

1. The formal written protest must be filed with the Purchasing Manager, in writing within 10 calendar 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.

2. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings.

3. 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 in the following manner:

    a) As soon as possible after receipt, the Purchasing Manager shall provide the written bid protest to the City Manager, City Attorney, and Department Director and Supervisor directly involved in the acquisition.

b) The Purchasing Manager shall schedule within 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 presenting the matter to Council. After reviewing all relevant information, the City Manager shall render a decision.

c) If the protestor disagrees with the City Manager's decision, he may appeal to City Council at a formal council meeting. After reviewing the evidence, City Council will issue a decision. The City Council's decision is final; however, the protestor can appeal the administrative decision to the Circuit Court in Volusia County, Florida within 30 days of the City Council's final decision. Decisions at all levels shall be communicated in writing to the protestor.

Payment and Performance Bonds

Payment and performance bonds are required for construction related projects before commencing work. A performance bond is a surety bond issued by an insurance company of a bank to guarantee satisfactory completion of a project by a contractor. The City cannot require a contractor to secure a surety bond from a specific agent or bonding company. The bond must state on its front page:

1. The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity.
2. The contract number assigned by the contracting public entity.
3. The bond number assigned by the surety.
4. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

The City Manager has the authority to waive payment and performance bond requirements for City projects estimated to cost $25,000.00 or less.

Insurance

Proof of insurance must be provided to the City upon request. Departments should work with the Purchasing Division and the Legal Department in advance to determine proper insurance limits and types.

The ACORD Insurance Form is the preferred insurance certificate as it summarizes essential information about vendor insurance policies, such as coverage types, policy numbers, insurance limits, and effective and expiration dates. The certificate should include a waiver of subrogation for worker's compensation and list the City as a certificate holder and additional insured. The City's standard and optional insurance requirements are detailed as follows:

Standard Insurance Requirements

	Insurance	Standards	Comments
☐	Workers' Compensation Additional Coverage:	Limits: Coverage A – Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	☐If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☐	Workers' Compensation Officer(s) Exemption	***Documentation Required for Exemption:*** ***(must be attached to Purchase Order)*** ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☐	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	☐When work is on or under Railroad rights of way or properties, the Vendor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☐	Comprehensive: Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits: Auto Liability Body Injury: $200,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements

☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as inured 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 minimum	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $ To be determined.	
☐	Errors and Omissions	Limits: Coverage - $ To be determined.	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**Department Head recommends waiver of Payment and Performance Bond for work under $25,000.00.**		
☐	**Department Head waives Insurance, unless otherwise required by law.**		

CONTRACT PROCESS

The contract process begins after the solicitation process is complete.

Signatures

Signature authorities are required in accordance with the Purchasing and Contract Authority section of this document. The authority levels are incorporated into the electronic financial system and the workflow components. For purchases, the signature authority is tied to the amount of the purchase. Contracts may only be signed by the Purchasing Manager, City Manager or designee, or the Chair of the City Council, as applicable.

Master Agreement

A Master Agreement is an indefinite quantity agreement used to facilitate purchases when the exact quantity of a goods or services is unknown or may vary depending upon the using department's requirements.

A Master Agreement must meet the competitive solicitation requirements and is normally issued for City-wide use. A department specific Master Agreement may be issued under certain circumstances. It is the department's responsibility to ensure that the Master Agreement is still valid prior to placing an order with the vendor.

Renewals and Extensions

Unless otherwise stipulated by the contract or awarded by Council, renewals and contract extensions must be documented in writing. When renewing a contract, benchmarks, market trends or other significant quantitative or qualitative factors should be used to support price reasonableness and the availability of best options. It is the department's responsibility to monitor the expiration dates of its contracts. In accordance with Florida Statutes 287.057, contract extensions and renewals must be in writing.

Extensions - Extensions are permitted for a period not to exceed 6 months and only one extension of a contract is permitted, unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor. Extensions are subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.

Renewals - Contracts may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties, except that a lower price may be negotiated. Renewals should be contingent upon satisfactory performance evaluations and are subject to fund availability.

Piggybacking

Purchasing regulations permit the purchase of goods and services using other governmental contracts, i.e., school boards, cities, counties, colleges & state universities, and State of Florida agencies, as well as out-of-state governmental agencies. When a government has competitively bid and awarded a contract for goods or services, the City can “piggyback” on the contract.

Florida State contracts and agreements are the most common form of piggybacking because they enable agencies to pool their buying power to lower total costs and reduce the administrative burden of the solicitation process while complying with purchasing regulations. Florida State contracts and agreements are maintained on the Florida Department of Management Services website. The State of Florida contracts should be reviewed prior to creating a City issued solicitation and should be used whenever practicable. To initiate a piggyback, the following conditions must apply:

1. The goods or services desired by the City must be the same as those specified in the other agencies solicitation.
2. The awarded vendor must “meet or beat” the awarded price.
3. The original solicitation document must allow for piggybacking.

If it is determined that a piggyback is appropriate, a Piggyback Form including the following information must be submitted to the Purchasing Division:

1. Solicitation number
2. Solicitation document and any addenda issued
3. Tabulation
4. Award documentation
5. Signed contract, if applicable
6. Confirmation from the agency that the contract is active and in good standing
7. If the contract is a percent discount on list price, a copy of the original manufacturer’s list price is required
8. A quote or letter from the vendor agreeing to extend piggyback pricing.

It is the department’s responsibility to submit the required information to the Purchasing Division when requesting a piggyback purchase. The Purchasing Division will review the piggyback request to ensure prices are reasonable and that the solicitation has been competitively procured. The Purchasing Division has the authority to deny the piggyback purchase if a direct purchase by the City is more beneficial or if the piggyback does not reflect good stewardship of public funds. Once the piggyback has been reviewed, the Department can initiate the item for electronic approval.

The Purchasing Division may bid and award the purchase of any product or service with the stipulation that any other government department may also purchase the awarded product or service at the same awarded price.

Cooperative Purchasing

It may prove advantageous for the City and other government agencies to combine resources and issue a joint cooperative solicitation. The Purchasing Division should be approached with any such suggestions and will coordinate with other government agencies to explore cooperative purchasing possibilities. All purchases more than $25,000.00 require Council approval before entering into a contract.

Assignment and Assumptions

There are times when companies merge or are sold to another company. The rights to the City's contract are also transferred during the merger and acquisition process. A vendor must notify the City prior to the effective date of the assignment, and complete all the necessary paperwork. The City will generally honor the sale and assignment; however, failure to submit a timely notification to the City may result in a material breach of contract and termination by the City. It is imperative that the company submit a new W-9 to update the name, address and Taxpayer Identification Number and to communicate a clear assignment date.

Amendments and Change Orders

During the course of business, it may be necessary to make changes to a contract, agreement or Purchase Order. Such changes must be requested in writing and must clearly define the change and the reason for the change. These changes may be accomplished as follows:

(1) *Unforeseen conditions allowance*. The City Manager, or designee, has the authority to approve expenditures up to the total amount of the allowance for unforeseen conditions as established upon award of the contract.
(2) *Change orders by City Manager authority.* The City Manager, or designee, has the authority to approve change orders up to $25,000.00 if an allowance is not included in the contract.
(3) *Emergency event*. The City Manager, or designee, has the authority to approve and execute change orders that increase the contract price beyond the unforeseen conditions allowance only for an emergency event that occurs during the performance of the contract and requires immediate resolution to avoid one or more of the following: additional costs that were not reasonably anticipated; delay to the project that increases costs; or endangerment of the public. Each change order issued as a result of an emergency event shall be brought to City Council for ratification at the next available meeting, if the approval authority of the City Manager has been exceeded or if the allowance has been exceeded.
(4) *Scope and time*. City Council approval is required for changes in project scope, defined as changes that materially alter or expand the original intent of the project, taking into consideration the details included in the advertisement

and previous award approval by council, if applicable. City council approval is required for changes in project time.

Except as expressly modified in a change order, all other terms and conditions of the modified contract remain in full force and effect.

The requesting department may submit change orders directly through the electronic financial system. A special note must be added explaining the change; i.e., addition of freight, additional line item, etc. A revised or supplementary quote may be required. The change order will flow through all levels of required approval. The following exceptions apply:

1. *End of the year roll-over*: at the end of the year agencies will be notified that change orders can no longer be processed through the financial system and must flow through the Purchasing Division.
2. *Retainage*: a purchase order holding retainage must be modified through the Purchasing Division.

CONTRACT ADMINISTRATION

Contract administration is the management of contracts between the City and a third-party. The contract management process begins after the award of the contract and aims to ensure that the third party is performing in accordance with the specifications/scope of work, terms and conditions, and other key elements of the contract. Key contract monitoring elements include receiving and inspection, reviewing invoices for accuracy and approving invoices for payment, resolving discrepancies, deficiencies or disputes, and monitoring performance, The Department Director will designate, in writing, a contract administrator for each active contract. All vendor noncompliance must be reported to the Purchasing Division and communicated in writing to the third party.

Unsatisfactory Vendor Performance

Departments should attempt to resolve vendor performance matters at the department level. These matters must be communicated to the vendor to allow the vendor an opportunity to rectify the situation. Departments should maintain written documentation, such as the nature of matter, person(s) contacted, dates, and conversation summaries. The Vendor Performance Review tool is available on the intranet to assist with documentation. If the matter cannot be resolved at the department level, the matter should be communicated to the Purchasing Division.

The Purchasing Division will review the documentation and make additional attempts to resolve the matter. If the matter cannot be resolved, the Purchasing Manager has the authority to take reasonable action against a vendor, including suspension and debarment.

Suspension and Debarment

Suspension and debarment matters are brought to the City Manager for approval. The City Manager consults with the City Attorney's office in deciding whether to suspend or debar a vendor.

Suspension is for a one year period or until a final determination with respect to debarment is made, whichever is earlier.

Debarment is enacted for no more than five years. However, if the vendor has been previously debarred by the City, subsequent debarment is permanent.

Causes for debarment - The causes for debarment include, but are not limited to, the following:

1. Conviction of a criminal offense related to a public or private contract or subcontract.
2. Conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty.
3. Conviction or civil judgment finding under antitrust statutes related to a submission of bids or proposals.
4. Determination that the contractor has violated the provisions of any local, state, or federal laws or regulations.
5. An act of fraud or misrepresentation in connection with a bid, quote, proposal, solicitation, or contract with the City or any other public entity, whether or not leading to a conviction.
6. Failure to fully comply with the terms and conditions or specifications of a solicitation or contract with the City or any other person or public entity, including, but not limited to the following:
   a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract;
   b. Abandonment of a contract;
   c. Failure to pay a contractor, sub-contractor, or material provider as required by Florida Statutes;
   d. Repudiation of a bid/contract by failure to provide bonds, insurance, or other required certificates within a reasonable time;
   e. Refusal to accept an addendum, agreement or contract, or to perform in accordance with the addendum, agreement or contract;
   f. Overall performance of a contract has been evaluated as "poor" or "unsatisfactory";
7. A recent record of failure to perform or unsatisfactory performance in accordance with bids/contracts with the City or any other person or public entity. Failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor are not a basis for debarment.
8. Presence of principals or corporate officers, who were principals or corporate officers within another business at the time when the other business was

suspended or debarred under the provisions of this section or by another public entity.

9. Violation of any ethical standards set forth in local, state or federal law.
10. Any other cause or material factor which adversely affects the responsibility of a person or entity as a City contractor, including but not limited to suspension or debarment by another governmental entity for any of the causes listed in this section.

Notice of Intent to Debar - Upon a preliminary determination by the City Manager that cause exists for debarment, a contractor or prospective contractor shall be sent a written notice of intent to debar. The notice must state:

1. The reasons for the proposed debarment;
2. The proposed time period of the debarment;
3. Whether the person has been suspended pending finality of the debarment determination;
4. That suspended and/or debarred persons may not be considered for award or receive new contracts during the period of suspension and/or debarment;
5. That the preliminary finding of cause and proposed debarment action will become final, if a request for review is not timely filed in accordance with the following:

   Request for review - A contractor or prospective contractor that has received a notice of intent to debar may request that the proposed debarment action be reviewed and reconsidered. The request must be received by the City Manager in writing, within ten (10) calendar days of the issuance of the notice of the intent to debar. The request for review and reconsideration must state the basis for review and reconsideration, and include such documents, evidence, and other information as the requesting party deems necessary to support its position. If no request for review and reconsideration is received within the time period allowed, the determination of the City Manager becomes final and all rights to request review or appeal are waived.

   Review – If a written request for review is timely filed, the City Manager will review and reconsider the preliminary determination of cause for debarment. The City Manager has the option to hold a meeting or hearing with the party requesting review. During the review process, the City Manager may request information and speak with any individuals or entities regarding the debarment determination. The City Manager will provide a written decision on the request for review and reconsideration indicating the final debarment decision and action taken, if any, within thirty (30) calendar days following receipt of the request.

   Appeal – The contractor must submit a written request of appeal within seven (7) calendar days from the date of the City Manager's written decision. An appeal may be scheduled for oral presentation before Council. The party and City Manager are each given ten (10) minutes to present the appeal and response, which may be extended by Council as necessary.

   Final Decision - The decision of City Council is final.

Debarred and Suspended List - The Purchasing Division maintains a list of suspended and debarred vendors who are prohibited from responding to solicitations, receiving contracts or conducting business with the City during the period of suspension or debarment. Any bid or other response received from a vendor during the suspension or debarment period is disregarded.

Delivery, Inspection, Acceptance and Rejection

Delivery

The department should have a clear understanding of the shipping terms, maintain a copy of the purchase order or award document, and shall be responsible for ensuring the vendor complies with the shipping terms stated in the purchase order or contract.

Shipping and handling must be included in quote and bid prices. Unless otherwise specified, the City requests all goods be shipped F.O.B. Destination, with all shipping charges pre-paid by the vendor. F.O.B. Destination means that title passes when goods are received on site at the location as designated by the contract/PO. Pre-Paid means that all shipping charges are included in the quoted prices and the cost will pass to the City upon invoicing.

Inspection and Acceptance

Products and services should be inspected and accepted (“received”) within a reasonable amount of time from the delivery or service date. The department should verify quantity, quality, and condition of the goods or services and match the items against the purchase order to verify the order was properly completed. If satisfied with the goods or services, the order can be “received”. The department should document that the order has been received by signing, dating and writing “received” on the packing slip or invoice.

Timely and proper payment of invoices requires expedient review and acceptance of the delivery against the terms of the purchase order or contract.

Rejection

Deviations, damaged goods or unsatisfactory work should be documented and communicated to the vendor as soon as possible for correction. If the matter cannot be resolved at the department level, it should be communicated to the Purchasing Division. See Unsatisfactory Vendor Performance for additional information.

Invoices and Payment

It is the department's responsibility to request payment for goods or services received. The Finance Department does not process payments unless requested by a department.

Invoices

- Invoices must be date and time stamped upon receipt.
- Invoices must be thoroughly reviewed to ensure the bill is accurate, based on the goods and services received and the terms of the contract/PO. To help with review, an invoice should include:
    - PO number
    - Itemized listing of goods or services received
    - Prices
    - Quantities
    - All other charges (i.e. set-up charges, disposal, etc.) as specified in the PO
    - Delivery charges, listed separately from goods and services
- Once the invoice is reviewed, the department director or designee, must sign and date the invoice, indicating approval.
- Submit the invoice, current PO indicating the lines to be charged, and receiving document (packing slip or invoice marked as "received") to Finance for payment.
- Indicate "final" on the PO to signify that ordering is complete and to close the PO.

Vendors must provide appropriate backup documentation to support the invoice. For time and effort and construction contracts, it is essential that billed costs be analyzed (and challenged when appropriate) prior to approval for payment. Invoices should specify the amount and type of labor that is contained in the contract with the associated rates and the material costs so that verification of contract terms and pricing can be accomplished. The material costs should be supported with documentation as required in the contract (i.e., price list or vendor's cost).

Payments

The City's standard payment terms is net 30, meaning, a check will be issued 30 days after receipt of an invoice. The City is subject to the Florida Prompt Payment Act, Florida Statute 218.74, which states that the payment due date for goods or services is forty-five (45) days after a proper invoice is received. If a proper invoice is not

received, payment is due forty-five (45) days after the goods are received or services are rendered. Vendors may assess a finance charge of 1% per month for payments not made within thirty (30) days after the due date; therefore, it is imperative that all invoices are paid as promptly as possible. If an invoice is not correct, it is the responsibility of the department to notify the vendor, preferably in writing, to eliminate the possibility of late fees.

In general, payments for goods or services take place upon the successful completion of a portion or completion of the work required. Depending on the complexity and variety of the goods and services, the contract may include one or more of the following types of
payments: partial, progress, milestone, advance, withholding, and completion.

PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION

The City awards professional services for construction-related projects in accordance with the Consultants Competitive Negotiation Act (CCNA) as prescribed in Florida Statute 287.055. The CCNA governs the selection of professional firms based on qualifications for (1) design criteria packages and (2) design-build contracts.

Design Criteria Packages

A design criteria package is a concise performance oriented package of drawings and specifications of the public construction project. Its purpose is to furnish design/build firms with sufficient information to prepare a bid or response to the City's request for a proposal or to permit this City to enter into a negotiated design/build contract. It must specify performance-based criteria which include but are not limited to:

1. Legal description of the site
2. Survey information
3. Interior space requirements
4. Material quality standards
5. Schematic layouts and conceptual design criteria
6. Cost and budget estimates
7. Design and construction schedules
8. Site development requirements
9. Provisions for utilities, storm water retention and disposal
10. Insurance Certificate with all required coverage

Selection Committee - The City will appoint a Professional Services Selection Committee that will be responsible for evaluating proposals received pursuant to an RFP as follows:

1. The Department Director is responsible for identifying a minimum of three members to serve on the Committee who are sufficiently qualified to evaluate the technical qualifications of the proposals.

2. A member of the Council appointed by the Chairman is optional.
3. The City Manager or designee may alter the makeup of the Committee.
4. The Purchasing Manager or designee is responsible for overseeing the Committee and assuming the duties and responsibilities for administrative processes and procedures concerning the Committee and its deliberations.

Committee Meetings and Minutes - Committee meetings must be noticed and advertised. Minutes must be kept of all such meetings.

Selection Process - The City must use a competitive selection process to evaluate and rank proposals. Price cannot be included as an evaluation criteria in the RFP. The Committee shall select in order of preference no fewer than three firms (if available) deemed to be the most highly qualified to perform the required services for recommendation to Council. (See Evaluation Criteria in this section)

Competitive Negotiation – Once Council has approved the firm and authorized the negotiation of a contract, the Purchasing Division must establish a negotiation committee to negotiate the terms of compensation, consistent with the CCNA requirements. In an effort to expedite the process, negotiations can be done prior to Council approval; however, it should be made clear to the firms that the contract is contingent on Council approval.

Single projects - Terms should include the fee schedule, proposal for scope of work, and compensation. The compensation may be stated as a "lump sum" or a "not to exceed" amount.

Continuing contracts - A fee schedule will be negotiated which will subsequently be used by the firm to establish either "not to exceed" or "lump sum" proposals for the City as projects arise. (See the Continuing Contract section)

The Legal Department is responsible for preparing the single project contract or the continuing contract(s), as applicable, for the appropriate signatures and, the Department prepares an agenda item for contract execution. Once executed, the Department can create a requisition for the total amount of a single project contract. For continuing contracts, a blanket PO can be created for the amount planned to be expended in the current fiscal year or a PO can be created on an as-needed basis.

Continuing Contracts - A continuing service agreement (CSA) is only used when estimated construction costs of each individual project under the Master Agreement does not exceed $2,000,000; for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000; or for work of a specified nature as outlined in the contract required by the City, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

If multiple continuing contracts exist for the same professional service, a logical method for workload distribution must be utilized in order to fairly distribute the projects.

All contracts greater than $25,000 are sent to the City Manager for a determination of whether the design should be done under an existing CSA or if a new RFP should be issued to select a consultant.

Evaluation Criteria and Selection - To select a Consultant that has an existing Continuing Service Contract with the City, the Department must first verify that the proposed project is consistent with the scope of services in the original RFP from which the Consultants were selected. If the continuing contract can be used, the following procedures should be followed and documented:

1. Review the current list of vendors on continuing contract for the service needed and determine whether any of the consultants have the expertise, experience, and personnel required for the proposed project such as:
    a. The professional engineer that will be assigned to the project
    b. The location of key personnel that will work on the project
    c. For projects with multiple phases, whether a particular consultant has performed previous phases or significant portions of the project which would result in a significant benefit to the City. Special needs of the proposed scope of work should be addressed during this review.
    d. Consideration may be given to subconsultants.
2. For the consultants that meet or exceed the criteria, review past project performance.
3. Of those with overall satisfactory past performance, review the total amount of money the City has contracted with each of the consultants selected during the last 24-month period (a spending report can be obtained from the Purchasing Division).
4. Select the consultant(s) with the lowest dollar volume in an effort to equitably distribute work among the consultants.
5. This process should not violate the principle of selection of the most highly qualified consultant for the project and proposed scope of work.
6. Consideration of other qualifying factors for the specific scope of work should be as follows:

Once a consultant is selected, the Department should review the fee proposal and be able to support that the proposal is fair and reasonable for the services to be provided. Such representations and support should come from a staff member who has the experience and/or expertise to analyze the consultants' proposals.

Design-Build Projects

A design-build project combines the design and construction of a public construction project into a single contract to be performed by one firm. The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the City. If the City elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the design criteria packages above. The design criteria professional preparing the package is not eligible to render services under

the design-build contract. During the selection of the design-build firm, the City must employ or retain a licensed design professional suitable for the project to serve as the City's representative.

The design-build selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. Consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the City of the detailed working drawings of the project; and evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

In the case of public emergencies, the City Manager may declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

Public Announcement

The Purchasing Manager will publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project, the basic construction cost or for a planning or study activity when the fee for professional services exceeds the threshold amounts provided in Section 287.017, Florida Statutes. Except in cases of valid public emergencies certified by the City Manager or designee. The public notice will include a general description of the project and will indicate how interested consultants may apply for consideration.

Reuse of Existing Plans

There is no public notice requirement or utilization of the selection process for projects in which the City is able to reuse existing plans from a prior project. Public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of Florida Statute 287.055.

Qualification Procedures

Any firm or individual desiring to provide professional services to the City must first be certified by the City as qualified pursuant to law and the regulations of the City. The City must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past performance record and experience of the firm or individual.

CONSTRUCTION PROJECTS

Construction projects are requested through the Purchasing Division. Large construction projects are competitively bid and contracted to a firm which is authorized to manage the construction project on behalf of the City. Once the procurement process is complete, the following additional procedures apply:

1. The using department issues the Notice to Proceed to the Contractor.
2. Throughout the course of the contract, Purchasing and the using department work closely together to monitor the contracting firm's service activity. The contracting firm reports and functions under the direction of the Department with assistance from other individuals with specific expertise as required (i.e., engineering reviews from Engineering/Construction, etc.)
3. Monthly payment requests shall be prepared by the contracting firm and submitted with supporting documentation to the City for review by the project manager. Upon approval by the project manager, the invoice is submitted to Finance for payment processing.
4. The contracting firm will submit all change order requests to the City, on its company letterhead, in the form of a price proposal. The department and the project manager will review the price proposal and submit it to the Purchasing Division, who will forward it to the legal department for the contract amendment. The amendment must be approved by the Department Director, the City Manager, and Council, in accordance with the signature authority level. Upon execution of the amendment by the City, the Purchasing Division will modify the purchase order to adjust the funding.
5. The Certificate of Substantial Completion will be submitted by the project manager and/or outside consultant/designer, as applicable, with concurrence of the using department.
6. The Certificate of Final Completion of the project and final payment will be submitted by the project manager and/or outside consultant/designer, as applicable, with concurrence of the using department.
7. A pay application (invoice) should be submitted, reviewed and approved by the project manager for work completed as of September 30, for proper accruing purposes and using department and sent to Finance for processing.
8. The final payment must be reviewed and approved by the project manager and using department and sent to Finance for processing.

Bid Disclosure Act

The City complies with the "Public Bid Disclosure Act" created by Ch. 93-76, Laws of Florida, which states that a local government entity must disclose in its bid documents all permits or fees payable by a contractor to the local government for a specific project. The City issues the following information to inform potential bidders of the fees and permits for construction projects:

1. Since the contractor must be a registered contractor in the State of Florida and have a valid Occupational License from either Volusia County or a local government entity located therein, only a registration or renewal fee with the City of Port Orange is required.

2. All building and inspection permits associated with City construction projects will be required; however, all related fees for these permits will be waived.

3. Impact fees or non-building permits fees associated with City Projects will be paid by the City to other governmental agencies (i.e.: St. Johns Water Management City, Volusia County). These fees are applied for and paid for by the City prior to the commencement of the project. The contractor is not responsible for payment of these fees (see no. 4 below). The permits will be given to the contractor upon their issuance and receipt, if not already distributed at the pre-construction meeting.

4. City Utility Related Charges: The contractor will not be required to pay water, sewer or recreation impact fees, connection fees, tapping charges or security deposits normally associated with the installation of water, sewer or reclaimed water service. The contractor is required to pay for monthly/consumption related charges for water, sewer, garbage collection, storm water management or reclaimed water that may accrue during construction. All costs associated with hydrant meter rental and deposit charges will also be charged to the contractor. It is the contractor's responsibility to contact the Port Orange Utility Department to determine these charges prior to submitting a bid.

5. All testing as required by construction contract specifications (i.e. soil testing, etc.) will be obtained and paid for by the contractor.

SPECIALIZED PURCHASES

Real Estate Transactions and Services

There are several types of real estate transactions and services. Each is handled in a manner governed by the Florida Statutes and City Ordinance Sec. 2-274. All requests for the purchase of real estate are processed through the City Legal Department.

All appraisals, offers and counter-offers to acquire real property must be documented in writing. These transactions are exempt from public disclosure and inspection until an option contract is executed or until thirty (30) days before a contract for purchase is

considered for approval by Council. If the contract is not considered by Council, the exemption expires thirty (30) days after negotiations are terminated.

Property Appraisals

The City must obtain at least one appraisal for properties costing less than $500,000 and at least two appraisals for properties exceeding $500,000. If the agreed upon purchase price exceeds 15 percent of the sole appraisal or exceeds the average of the two appraisals, Council is required to approve the purchase by a two-thirds vote. The governing body may, by majority vote of the Council members present, exempt a purchase in an amount of $100,000.00 or less from the requirement of an appraisal.

When the City acquires funding in whole or in part from another governmental entity for the purchase of real property, the City may piggyback the appraisal procedures of the other governmental entity.

Appraisals for property not considered road right-of-way should begin with the County Property Appraiser's office and appraisals for right-of-way property should begin with the Right-of-Way Agent.

The Council, by majority vote, may disclose the appraisals, offers and counter-offers of the property acquisition. If Council has voted to disclose the records, the purchase and property owner records will be open to inspection and reproduction until the termination of negotiations.

Leased Space

Requests for space to be leased for office, storage, warehouse, or any other use shall begin with the Right-of-way Agent.

The following process shall be utilized to procure Lease or Rental type contracts (of private/commercial property) for use by the City:

1. The using department shall determine that there is a requirement to lease private/commercial space.
2. The City Manager and/or City Council (upon request submitted by the using department) will approve or deny the request. The City Manager is authorized to approve a one-year lease within the appropriate signature level. City Council must approve multiple year leases and those above $25,000.
3. The using department must locate potentially adequate private/commercial facilities.
4. The using department must negotiate the lease/rental rate, services, facilities, etc.
5. The using department shall request the lease/rental contract and submit it to the Legal Department for review.
6. The using department shall prepare the Council agenda item for approval of lease and commitment of funds.
7. The using department shall distribute the executed contract documents.

8. The using department must submit the PO for the reoccurring lease/rent payments.
9. The using department shall monitor the lease during its term for notices, renewals and/or termination.

Technology Purchases

Requests for certain technology purchases are reviewed by the Information Technology (IT) Department and may be affected by standardization procedures. These include, but are not limited to, requests to purchase telephone equipment and/or services; computer equipment and/or services; software; communication equipment and/or services; and other technological equipment and/or services. Requests for IT goods and services are reviewed on a case-by-case basis by IT and the Purchasing Division to determine the appropriate purchasing process. IT purchases should not be made using a p-card.

Vehicles

Requests for vehicles - automobiles, trucks, fire trucks, buses, heavy construction type equipment, etc. – must be coordinated through the Purchasing Division. Vehicles are purchased using many methods, including public auction, sealed bids, and various other term contracts. There is a longer lead-time for vehicles due to production schedules, auction dates, and custom ordering. Adequate planning and early requests are essential to minimize delays when procuring transportation equipment.

Surplus Property

The Purchasing Manager has the authority to obtain property from authorized suppliers, such as other government agencies. Surplus property obtained from Federal, State and local agencies is governed by specific laws, rules and regulations. Surplus property acquisitions should be coordinated with the Purchasing Division.

Purchase of Capital Equipment

The City Manager or designee must approve capital equipment listed in the capital budget approved by City Council if the final cost per item does not exceed the approved budget cost by more than a total dollar value of $25,000.00. Purchases more than $25,000.00 require Council approval.

State and Federally Funded Purchases

Granting agencies often impose additional purchasing regulations that are more restrictive than the City's. Purchases using Federal funds require specific procedures before purchases can be made. It is the responsibility of the requesting department to identify and communicate any special purchasing requirements to the Purchasing Division. The Purchasing Division will then ensure that the requirements are followed.

The City has additional procedures for federally funded projects as follows:

1. Local preference for bidders is not permitted.
2. Solicitations must be advertised for a minimum of three weeks.
3. Bids received must be read aloud or, if not read aloud, should have the name of the bidder and the reason for not reading the bid aloud, publicly announced.
4. The City will utilize 23 CFR 635 for guidance in determining if a bid is unbalanced and for guaranty and warranty guidance.
5. When establishing a contract time for federally funded projects, the City will utilize the guidelines established by the FDOT.
6. Requests for qualifications for federally funded projects must include reference to the requirements of the United States Code (U.S.C) Title 40, Chapter 11, Section 1101-1104 Selecting Architects and Engineers (Brooks Act).
7. 2 CFR 200 – Uniform Guidance for Federal Regulations is used for purchasing process requirements.

RESEARCH AND DEVELOPMENT, TRIALS AND DEMONSTRATIONS

Research and Development

Occasionally, specifications are not readily definable or there are many specifications that may meet the department’s needs. A department may know what needs to be accomplished, but may not know which product or service best meets that goal. To more closely define the specifications, the department may "test" several products or services to determine which option best suits the needs of the department. The process of testing goods and services is called Research and Development (R & D).

The Purchasing Division will coordinate with the department and one or more vendors to obtain various goods and services at no cost to the City. The goods and services are usually loaned to the City on a temporary basis and must be returned after the trial period has ended. The Purchasing Division and the department create a project team. The team works together to create evaluation criteria to assess the goods or services. The project team is required to document the results. The results will help the department clearly define the specifications. Once the specifications are defined, the procurement process can begin following regular City purchasing regulations. R & D projects are determined on a case-by-case basis.

Trials

Trials are similar to R & D projects, but are used when the department knows the product or service that it is interested in trying. The department can request a “trial purchase” whereby a single item or limited quantity is obtained for a short trial period. The goods are services may be provided free of charge, but are not required to be free. Purchasing requirements still apply; however, the Purchasing Division may waive some requirements for an approved trial project. A purchase order is required before items or services are ordered. Products or services ordered for trial without a purchase order are considered unauthorized purchases. Each project is determined on a case-by-case basis.

Demonstrations

A product demonstration (or "demo" for short) is a promotion where a product is demonstrated to potential customers. The goal is to introduce customers to the product in hopes of getting them to purchase the item. To prevent the appearance of impropriety, vendors and departments should coordinate all product demonstrations through the Purchasing Division.

Surveys/Testimonials/References

City employees should use professional judgement in completing surveys, providing testimonials or acting as a reference for a vendor. The Purchasing Division, City Manager or Attorney should be contacted for guidance on these matters.

Use of City Logo/Trademark

The City owns and retains all proprietary rights to its logos, trademarks, trade names, and copyrighted images (“Intellectual Property”) and does not allow solicitation respondents to use such intellectual property. Unauthorized use of the City’s intellectual property may constitute a trademark and/or copyright infringement in violation of federal and state laws and should be communicated to the Legal Department.

REVENUE PROCEDURES

Revenue-generating transactions follow the same purchasing guidelines and solicitation requirements used for the purchase of goods or services. Revenue-generating transactions include sales, commissions, leases, licensing services, copyrights, or other intangible assets. Solicitations that include a revenue activity must include audit procedures which have been reviewed by the Finance Department. Contact the Purchasing Division for further information and instructions as most of these transactions are unique and must be handled on a case-by-case basis.

Disposing of Surplus Property

The City maintains its assets until they become obsolete or unusable and are deemed surplus. Assets no longer needed by a department should be offered to other City departments prior to disposition. Assets can be disposed of in the following methods:

- Sold by formal solicitation
- Sold at auction
- Sold through negotiation
- Traded-in for the purchase of another asset
- Donated to a not-for-profit or government agency
- Scrapped/junked if disposition costs exceed the value
- Other procedure approved by the City Manager

Dispositions less than $25,000.00 are approved by the City Manager. Compliance with formal solicitation requirements is required if the anticipated revenue is greater than $25,000. Notice of the sale must be posted in City Hall.

The City Manager, or designee, is authorized to execute title transfers, bills of sale or other documents necessary to convey and transfer.

Auction Process

1) The department submits an auction request to the Purchasing Division including the following information:
    a. Description
    b. Make and model number
    c. Year of manufacture
    d. Quantity
    e. Measurements
    f. General use
    g. Estimated value
    h. Pictures
    i. Serial number
    j. Fixed asset control number
2) If necessary, the department must obtain quotes for the sale.
3) The City Manager approves the inventory list of surplus assets.
4) The Purchasing Division distributes the inventory list to departments so that they may claim listed assets, if desired.
5) The departments complete disposition forms for its respective assets on the inventory list and send the forms to the Fixed Asset Accountant in Finance for review and removal.
6) The assets are listed for sale by the Purchasing Division. The Purchasing Division must coordinate the payment process with Finance for a proper accounting.
7) The department will coordinate the pickup with the high bidder.

DEFINITIONS

For the purposes of this Procedures Manual, the following terms, phrases and words have the meaning given herein.

Advertisement - A formal announcement of a solicitation, usually placed in a newspaper or on the Internet.

Agency – A local, state or federal governmental organization.

Appropriateness - The purchase should clearly serve a City function.

Bid - Any offer specifically given to the City in response to any solicitation.

Bond - A binding agreement and/or sum of money of financial collateral put up for security to guarantee the performance by a contractor of certain duties and obligations. A Bid Bond guarantees the bidder/proposer will enter into a contractual relationship with the City within a specified time after award of a contract. A Performance Bond guarantees the contractor will faithfully and timely complete the contract. A Payment or Materials Bond guarantees the contractor will pay all subcontractors and material suppliers. A Fidelity Bond guarantees repayment or replacement due to dishonesty or negligence destroyed by a contractor's employees or agent.

Business - Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity engaged in the commercial provision of commodities, services or labor.

Change Order - Any written modification to a contract or purchase order.

Commodity - Various supplies, goods, merchandise, equipment and other personal property.

Construction - The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements including roadways, utilities, and facility site work.

Consultant - Professionals who are considered to have education, specialized knowledge, experience or abilities not generally available within City government. This includes but is not limited to: accountants, actuaries, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals.

Contract - Any type of City agreement, regardless of what it may be called, for the purchasing, lease, or sale of commodities, services, real property, or the disposal of assets.

Contract/Real Estate Related – An agreement to obtain the professional services of attorneys (to include paralegals and expert witnesses including appraisers) for the acquisition by purchase or lease/rent of real estate or the lease or rental of property for use by the City.

Contract/Technical/Consulting Services – An agreement to obtain the professional services of architects, engineers, land surveyors, artists, construction contractors, construction managers, maintenance contractors and any other technically related service providers.

Contractor - Any business or vendor that contracts to perform work or services or provides commodities to the City.

City - The City of Port Orange, Florida.

City Council - The legislative body of the City of Port Orange, Florida.

City Manager - The Chief Executive Officer of the City of Port Orange, or designee.

Department - Any Department, Division, or other unit in the City government that procures commodities, construction, or services.

Department Director - Any Department Head, the City Manager, the City Attorney, the Chief Operating Officer, the Chief Financial Officer, and any appointed Department Director, or successor titles.

Dollar Value – The maximum amount for a purchase that is authorized to be made by the designated City officials and the initial value shall be adjusted on October 1 of each year if the Weighted Five Year Average increases.

Emergency - Any condition that may affect the health, safety, and welfare of the citizens of City of Port Orange, or one that that stops or seriously impairs a necessary function of City government.

Fixed Asset - Any commodity that has a useful life of more than one year and a unit cost of one thousand dollars ($5,000.00) or more.

F.O.B (Free on Board) - A legal term that determines where title passes from seller to buyer and who usually pays freight costs.

Formal Solicitation - A written solicitation that requires Council approval.

Grant - A contribution, gift, or subsidy made for specific purposes, frequently made conditional upon specific performance by the grantee.

GSA (General Services Administration) - A federal government department that is responsible for the purchasing of most of the Federal Government Agencies.

Indefinite Quantity Contract (IQC) - Same as Master Agreement.

Invitation to Negotiate (ITN) - A written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the purchasing of commodities or contractual services.

Irregularity - Any change or omission in a response that does not have an adverse effect on the City's best interests, and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and not inconsistent with applicable laws.

Master Agreement - A nonexclusive, indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the using department's requirements. It may also be called a Price Schedule contract, Requirements contract, or Term contract

MRO - Maintenance, Repair, Operations supplies. Supplies used in daily operations.

Offer - Any bid, proposal or quotation made to the City.

Offeror - Any business submitting an offer to the City.

Piggyback - Purchasing a product or service in accordance with a contract awarded by another political agency.

Price Schedule - Same as Master Agreement.

Procurement - For this manual, it means the same as Purchasing.

Procurement Card - Same as Purchasing Card.

Professional Services - Technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals.

Proposal - Any offer specifically given to the City in response to a Request for Negotiation, Request for Statement of Qualifications or a Request for Proposals.

Purchasing/Procurement - Includes purchasing, buying, renting, leasing, bartering, or otherwise acquiring any commodity or service or construction. It also includes all functions that pertain to obtaining any commodity or service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration, and disposal of surplus.

Purchasing Card - The VISA card issued by the City for small non-recurring purchases.

Purchasing Manager - The Purchasing Manager of the City of Port Orange, or designee.

Pyramiding - Subdividing an order to circumvent the Purchasing Ordinance, Policies and Procedures.

Quote, Quotation - A statement of price, terms of sale, and description of commodities or services offered by a seller to the City.

Recurring Purchase - Two or more purchases/charges when the user has reason to believe additional purchases/charges would be incurred by the City within the next twelve months.

Respondent - A business that responds to a solicitation.

Responsible - Having the capability in all respects to fully perform the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having a record of timely and acceptable past performance that will assure good faith performance,

Responsive - Substantially conforming with all material respects to the requirements and criteria set forth in the invitation.

Request for Proposal (RFP) - A solicitation to provide a proposal (offer) to the City. It is usually awarded on basis other than just price.

Request for Statements of Qualifications (RFSQ) - An invitation process used to select a contractor based upon the apparent qualifications submitted by the respondent.

Selection Committee - Any committee that has been delegated decision-making functions, directly or indirectly, by the City Council.

Service - The furnishing of labor, time, or effort by a contractor. This includes all construction.

Single/Sole Source - There is only one source for the purchase.

Solicitation - Includes all documents, regardless of the media, whether attached or incorporated by reference, used for inviting offers.

Specification - Any description of the physical or functional characteristics, or of the nature of the supply or service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Statement of Work (SOW) - The requirements that the offeror must complete for a contract. The requirements component of a Request for Negotiation, Request for Statement of Qualifications, or a Request for Proposal.

Supplies - All property, including but not limited to: equipment, materials, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus Property - Any tangible personal property or real property in excess of the needs of the City and not required for its foreseeable need.

Task Assignment - A specific job tied to a larger contract with established terms and conditions.

Unauthorized Purchase - Any purchase, order, or Contract that is made by any City employee or official outside of the purview of the City of Port Orange Purchasing Ordinance, and/or the Purchasing Policy & Procedures.

Vendor - Any business firm that will be or has been awarded a contract by the City. A seller.

DIVISION 2. - PURCHASE AND SALE PROCEDURE

Sec. 2-256. - Establishment of purchasing division.

There is hereby established a purchasing division in the finance department of the city.

(Code 1981, § 8-20)

Sec. 2-257. - Purchasing agent.

(a) *Position established.* There is hereby established the position of purchasing agent, who shall be the supervisor of the purchasing division and perform all duties required by law and such other duties as assigned by the finance director, and shall have the authority and duties prescribed by this article.

(b) *Purchasing authority.* The purchasing agent shall have the authority, and it shall be his duty, to execute the duties herein specified in connection with the purchase contract for all supplies and contractual services needed by any department or agency of the city when duly authorized, in accordance with purchasing procedures as prescribed in this article, and such rules and regulations as may be adopted for the internal management and operation of the purchasing division, and such other rules and regulations as shall be prescribed by the city manager.

(c) *Public improvement contracts.* The awarding of contracts involving public construction and improvements are not under the jurisdiction of the purchasing division. All such contracts must be authorized by the city council.

(d) *Unauthorized purchases.* Except as herein provided it shall be prohibited for any city employee or other person to order the purchase of contractual services, or any materials or supplies within the purview of this article other than through the purchasing division, and the city shall not be bound by any purchase or contract made contrary to the provisions herein.

(e) *Other duties and obligations.* In addition to any other duties conferred by this article, the purchasing agent shall:

(1) Act to procure for the city the highest quality in supplies and contractual services at the least expense to the city from qualified and responsible suppliers.

(2) Endeavor to obtain as full and open competition as possible on all purchases and sales.

(3) Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the city the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses or organizations.

(4) Prescribe and maintain a standard purchasing manual for all using departments.

(5) Prescribe and maintain such forms as he shall find reasonably necessary to the operation of this article.

(6) Explore the possibilities of buying in "bulk" so as to take full advantage of discounts.

(7) Act so as to procure for the city all tax exemptions to which it is entitled.

(Code 1981, § 8-21)

Sec. 2-258. - Requisitions and estimates.

All using departments, either by or with the authorization of the head of the department under which the using department operates, shall file with the purchasing agent detailed requisitions or estimates of their requirements in supplies and contractual services in such manner, at such times, and for such future period as the purchasing agent shall prescribe.

(Code 1981, § 8-22)

Sec. 2-259. - Conflicts of interest.

No employee of the city shall contract with or for any business dealing with the city whereby he may derive income or benefits other than those provided as remuneration from the city for his employment except when the city council has made a prior determination that such dealings are in the best interest of the city.

(Code 1981, § 8-23)

Sec. 2-260. - Encumbrance of funds.

Except in cases of emergency or under special circumstances as authorized by the finance director, the purchasing agent shall not issue any order for delivery on a contract or open market purchase until the finance director has certified, after pre-audit, that there is to the credit of using department concerned a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of such order.

(Code 1981, § 8-24)

Sec. 2-261. - Petty cash funds; authorization and procedures.

(a) Each department may establish a petty cash fund not exceeding an operating amount of $500.00. The finance director shall, with the concurrence of the city manager, establish appropriate and reasonable operating amounts for such funds within the limit set forth above and establish written procedures for the operation and accounting for such funds within acceptable accounting practices.

(b) VISA purchasing cards may be issued to specific identified employees within the departments to purchase small dollar items that do not exceed a single purchase of $500.00 as set forth in the city's purchasing card policies and procedures. The monthly maximum purchase for any single card holder

may not exceed $5,000.00 unless otherwise modified and approved by the city manager for an amount not to exceed $25,000.00.

(Code 1981, § 8-25; Ord. No. 1997-22, § 1, 5-6-97; Ord. No. 2004-15, § 1, 7-20-04)

Sec. 2-262. - Purchase and sales procedures.

(a) All supplies, equipment and contractual services, except as otherwise provided herein, when the estimated purchase price thereof shall exceed $25,000.00, shall be purchased from the bidder determined by the city council to be the lowest and best responsible bidder pursuant to the formal bidding procedure.

(b) No contract or purchase shall be subdivided to avoid the requirements of this article. Separate purchases from the same vendor by different departments for different purposes shall not be considered subdivided purchases. Such purchases will be reported to the city council on a quarterly basis or as soon as practicable, and will follow the bidding guidelines outlined in the City of Port Orange Purchasing Manual Policies and Procedures, to ensure cost efficiency and maximize competition.

(c) Items with a purchase price of more than $2,500.00 but less than $5,000.00 shall be made using verbal quotations. Items with a purchase price of more than $5,000.00 but less than $25,000.00 shall be made with three quotations confirmed in writing.

(d) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value exceeds $25,000.00, shall be made to the highest responsible bidder pursuant to the formal bidding procedure of this article. Acceptance or rejection of bids for such sales shall be made by the city council. The city council may, by appropriate resolution, authorize the city manager or other city official to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the successful bidder. In the absence of such authorization by resolution, the mayor and city clerk may execute such instruments.

(e) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value is $25,000.00 or less, may be sold upon the written approval of the city manager. Notice of such sale shall be posted in city hall and, insofar as is practicable and reasonable, written and sealed bids should be solicited. Notwithstanding the foregoing, such property may be sold by negotiated sale, auction or other procedure approved by the city manager. Formal advertising or compliance with the formal bidding procedure shall not be required. The city manager, or such person as he shall designate in writing, is authorized to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the purchaser thereof.

(f) Junk/non-real property. The city manager may declare that any non-real property that is determined by the city manager to have reached the end of its useful life and/or may expose the city to potential liability from its continued use or sale and/or whose disposition cost exceeds its value is junk. Non-real

property declared by the city manager to be junk shall be disposed of without receipt of consideration (or, if necessary, at a cost to the city) and shall be rendered useless and not be donated.

(Code 1981, § 8-26; Ord. No. 1997-22, § 2, 5-6-1997; Ord. No. 2004-15, § 2, 7-20-2004; Ord. No 2015-16 , § 1, 5-19-2015; Ord. No. 2015-27 , § 1, 8-18-2015)

Sec. 2-263. - Bidding procedure.

For all purchases and sales requiring invitation for bids, the following procedure shall be followed:

(1) *Notice inviting bids:*

a. *Newspaper.* Notice inviting bids shall be published once in at least one newspaper published in the county, and having general distribution in the city, at least 12 days preceding the last day set for the receipt of bids.

b. *Contents of notice.* The newspaper notice required herein shall include a general description of the articles to be purchased or sold or the contractual services desired, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.

c. *Private solicitation of bids.* The purchasing agent may solicit either oral or written bids or quotations for open market pricing or sale, but shall use all reasonably available and current bidders' lists. All oral bids or quotations in excess of $5,000.00 shall be confirmed in writing.

d. *Prebid conference.* A prebid conference will be held whenever practicable.

(2) *Sealed bids.* Bids shall be required to be submitted to the purchasing agent in a sealed envelope, the outside of which shall be clearly labeled to show that it contains a bid.

(3) *Opening.* Bids shall be opened in public at the time and place stated in the notices.

(4) *Tabulation.* A tabulation of all bids received shall be made and shall be available for public inspection.

(Code 1981, § 8-27; Ord. No. 1997-22, § 3, 5-6-1997; Ord. No. 2004-15, § 3, 7-20-2004; Ord. No. 2006-35, § 1, 9-19-2006)

Sec. 2-264. - Rejecting of bids, rebidding.

The city council shall have the authority to reject any and all bids. If the lowest and best bid exceeds the budgeted amount and the city council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to readvertise 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)

Sec. 2-265. - Waiver of irregularities.

The city council grants the city manager the authority to waive any and all nonsubstantial or minor irregularities in any and all formal bids. Any waiver will be noted in any award recommendation to [the] council.

(Code 1981, § 8-29; Ord. No. 2015-17 , § 1, 5-19-2015)

Sec. 2-266. - Determination of lowest and best bidder.

In determining the lowest and best responsible bidder, in addition to price, there will be considered the following:

(1) The ability, capacity and skill of the bidder to perform the contract.
(2) Whether the bidder can perform the contract within the time specified, without delay or interference.
(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
(4) The quality of performance of previous contracts.
(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
(7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
(8) The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
(9) The number and scope of conditions attached to the bid.
(10) Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

(Code 1981, § 8-30)

Sec. 2-267. - Bidding requirements.

(a) [*Procurement of goods and services.*] The city manager shall be responsible for the procurement of supplies, materials, equipment and services paid for from city funds. The departments and/or offices shall purchase their goods and services through the division of purchasing, which is the city's official purchasing agency. All purchases shall comply with local, state and federal laws, rules regulations and policies, as applicable. No contract or purchase shall be subdivided to avoid the requirements of this article.

(b)

[Exempt purchases.] Purchases exceeding $25,000.00 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process and the city manager has approved waiving the formal bidding requirements, as follows:

(1) Maintenance and/or service contracts, on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental, lease or lease purchase agreement's terms and conditions.

(2) Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.

(3) Public or regulated utility services or government franchised services.

(4) Commodities or contractual services determined to only be available from a single source. The city shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven business days. The posted description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

(5) Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.

(6) Admission fees.

(7) Association fees and professional association dues.

(8) License fees and agreements.

(9) Media advertising (i.e., newspaper, radio, television, etc.).

(10) Permit fees.

(11) Petty cash replenishment.

(12) Postage.

(13) Registration fees.

(14) State fees (unemployment compensation).

(15) Travel reimbursement.

(16) Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to city-owned property.

(17) Supplies, equipment and vehicles purchased at a public auction.

(18) Purchases from other governmental agencies, including school boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.

(19) Purchase, sale, lease or rental of real property.

(20) Items for resale when purchased in compliance with the restrictions listed below:

a. Items purchased shall be exclusively for resale;

b. Items shall include brand name specifications significant to their retail sales appeal; and

c. Items, after reasonable expected resale, shall result in no cost to the city.

(c) *Contract renewals.* The city shall have the authority to award and reject any or all bids. The city manager shall have the authority to exercise, in subsequent years, any renewal options initially included in the bid solicitation, provided they are approved by council at the initial award of the contract, and the terms and conditions as well as current market conditions are favorable for the city. Such renewals are subject to the availability of funds.

(d) *Identical prices and priorities for award.* When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

(1) Drug-free workplace pursuant to F.S. § 287.087.

(2) Certified service-disabled veteran.

(3) Local businesses as defined in section 2-275 of the Code of Ordinances.

(4) Firm with the lowest volume of work on city projects within the last five years. The information will be based on information provided by the proposer, subject to verification at the city's option.

(Code 1981, § 8-32; Ord. No. 1997-22, § 4, 5-6-1997; Ord. No. 2001-86, § 1, 11-13-2001; Ord. No. 2015-18 , § 1, 6-2-2015; Ord. No. 2015-47 , § 1, 1-5-2016)

Editor's note— Ord. No. 2015-18 , § 1, adopted June 2, 2015, amended § 2-267 in its entirety to read as herein set out, including retitling the catchline from "Waiver of bidding requirements" to "Bidding requirements." Unnumbered paragraphs have been lettered and numbered, at the editor's discretion, according to the Code's style, for the purpose of clarity.

Sec. 2-268. - Cooperative purchasing.

The city manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the city would be served thereby, provided the same is in accordance with all applicable laws. If the city manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of $25,000.00 would require council approval before the purchasing contracts are entered into.

(Code 1981, § 8-33; Ord. No. 1997-22, § 5, 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

Sec. 2-269. - Performance and payment bonds.

A contractor or vendor may be required to provide a corporate surety bond from a surety company authorized to do business in Florida to guarantee the full and faithful performance of his contract obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as are deemed necessary by the city manager. All such bonds shall be approved as to form by the city attorney.

(Code 1981, § 8-34)

Sec. 2-270. - Informal bid procedures.

All purchasing of supplies, equipment and contractual services of a total estimated value of $25,000.00 or less may be made in the open market without newspaper advertisement and without observing the formal bidding procedures prescribed by this article.

(Code 1981, § 8-35; Ord. No. 1997-22, § 6, 5-6-1997; Ord. No. 2004-15, § 5, 7-20-2004)

Sec. 2-271. - Emergency purchases.

Situations may arise whereby an exception to the city's policies and procedures may be required. Emergency purchases represent one of the potential situations. "Emergency" is defined as an unplanned or unexpected event that requires immediate action in order to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to customers. Routine repairs and planned refurbishment do not constitute emergencies. Therefore, the city may dispense with requirements for competitive solicitations and the city manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency. Emergency acquisitions of non-real property, goods or services where the expenditure by the city is estimated to exceed $25,000.00 shall be subject to ratification by the city council at the next regularly scheduled meeting or as soon as practicable. The requesting department shall state the reason for the emergency purchase, and what caused the emergency situation, including a statement of financial or operational damage or risk that will occur if needs are not satisfied immediately. Once a determination has been made, the city may procure commodities or contractual services needed. However, such an emergency purchase shall be made by obtaining pricing information from at least two prospective vendors, which must be documented with the purchase request, unless the city determines that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the city.

(Code 1981, § 8-36; Ord. No. 1997-22, § 7, 5-6-1997; Ord. No. 2004-15, § 6, 7-20-2004; 2015-19 , § 1, 5-19-2015)

Sec. 2-272. - Alterations or modifications of contracts.

(a) Where in the opinion of the department head it becomes necessary for the prosecution of any work or improvement under contract to make alterations or modifications in such contract, such alterations or modifications may only be effected as follows:

(1) *Unforeseen conditions allowance.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve expenditures up to the total amount of the allowance for unforeseen conditions as established upon award of the contract.

(2) *Change orders by city manager authority.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve change orders up to $25,000.00 if an allowance is not included in the contract.

(3) *Emergency event.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve and execute change orders that increase the contract price beyond the unforeseen conditions allowance only for an emergency event that occurs during the performance of the contract and requires immediate resolution to avoid one or more of the following: additional costs that were not reasonably anticipated; delay to the project that increases costs; or endangerment of the public. Each change order issued as a result of an emergency event shall be brought to city council for ratification at the next available meeting, if the approval authority of the city manager has been exceeded or if the allowance has been exceeded.

(4) *Scope and time.* City council approval shall be required for changes in project scope, defined as changes that materially alter or expand the original intent of the project, taking into consideration the details included in the advertisement and previous award approval by council, if applicable. City council approval shall be required for changes in project time over 30 days.

(b) Except as expressly modified in a change order, all other terms and conditions of the modified contract shall remain in full force and effect.

(Code 1981, § 8-37; Ord. No. 1997-22, § 8, 5-6-1997; Ord. No. 2004-15, § 7, 7-20-2004; Ord. No. 2015-30 , § 1, 8-18-2015; Ord. No. 2016-17 , § 1, 10-18-2016)

Sec. 2-273. - Additional regulations and procedures.

The city manager is hereby authorized to prepare any written regulations and procedures not inconsistent with provisions of this article which he may deem to be necessary for the implementation of this article. Such regulations and procedures shall become effective if and when approved by the city council.

(Code 1981, § 8-38)

Sec. 2-274. - Procedures for the purchase of real property.

(a) When the city seeks to acquire by purchase any real property for a municipal purpose, every appraisal, offer, or counter-offer shall be in writing.

(b) Such appraisals, offers, and counter-offers shall not be available for public disclosure or inspection and are exempt from the provisions of F.S. § 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the city council. If a contract or agreement for purchase is not submitted to the city council for approval, the exemption from F.S. § 119.07(1) shall expire 30 days after the termination of negotiations. The city shall maintain complete and accurate records of every such appraisal, offer, and counter-offer. For purposes of this section, the term "option contract" shall mean a proposed agreement by the city to purchase a piece of property, subject to the approval of the city council at a public meeting after 30 days' public notice. The city shall not be under any obligation to exercise the option unless the option contract is approved by the city council at the public hearing.

(c) The governing body shall obtain at least one appraisal by an appraiser approved pursuant to F.S. § 253.025(6)(b) for each purchase in an amount of not more than $500,000.00. For each purchase in an amount in excess of $500,000.00, the governing body shall obtain at least two appraisals by appraisers approved pursuant to F.S. § 253.025(6)(b). If the agreed purchase price exceeds 15 percent of the one appraisal or exceeds the average appraised price of the two appraisals, the city council shall be required to approve the purchase by a vote of two-thirds of the city council members. The governing body may, by majority vote of the council members present, exempt a purchase in an amount of $100,000.00 or less from the requirement of an appraisal.

(d) Notwithstanding the foregoing, this section shall authorize the city council, by majority vote of the council members present, to disclose the records of an acquisition of a specific purchase of real property, including the appraisal(s), if any, the offers and counteroffers. Once the city council has voted to disclose the records, the records of the purchase involving the same property and same property owner shall be open to inspection and reproduction until the termination of the negotiations. Upon city council's approval of the disclosure, the records shall be available for inspection and reproduction in accordance with F.S. § 119.07(1). The city council shall comply with subsections (a), (b) and (c) if the city council approves the disclosure of records.

(e) When city council acquires funding in whole or in part from another governmental entity for the purchase of real property, the city council may piggyback the appraisal procedures of the other governmental entity that substantially complies with the procedures set forth in subsection (c).

(Ord. No. 2011-26, § 1, 10-18-2011)

Sec. 2-275. - Local purchasing preference.

(a) *Purpose.* The city annually spends significant dollars on purchasing goods and services, and the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses located within the City of Port Orange. The city council has determined that funds generated

in the community should, to the extent possible, be placed back into the local economy. Therefore, the city council has determined that it is in the best interest of the city to give a preference to local businesses consistent with the process set forth in this section.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Florida business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

Local business means a Port Orange business, Volusia County business, or Florida business as defined herein.

Port Orange business means a business having its headquarters and principal place of business within the City of Port Orange at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Principal place of business means the nerve center or the center of overall direction, control, and coordination of the activities of the business. If the business has only one business location, such business location shall be its principal place of business.

Volusia County business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

(c) *Local preference process.* Except where federal or state law, or any other funding source, mandates to the contrary, the city shall give preference to local businesses in the following manner:

(1) *Competitive bids.*

a. *Port Orange business.* In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent of the lowest and best responsible bid submitted by a non-Port Orange business, then the Port Orange business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

b.

Volusia County business. In any competitive bidding process where a Volusia County business is within five percent of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

c. *Florida business.* In any competitive bidding process where a Florida business is within three percent of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

d. *Tied bid preference.* In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(2) *Request for proposals, qualifications or other qualitative submittals.* In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

a. Port Orange business shall be granted up to eight percent of the available points.

b. Volusia County business shall be granted up to five percent of the available points.

c. Florida business shall be granted up to three percent of the available points.

d. *Tied bid preference.* In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(d) *Misrepresentation prohibited; penalty.* Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status, and shall lose eligibility to claim local preference status for a period of one year.

(e) *Local preference not required.* This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.

(Ord. No 2015-16 , § 2, 5-19-2015; Ord. No. 2016-18 , § 1, 10-18-2016)

Sec. 2-276. - Suspension and debarment.

(a) *Authority to debar or suspend.* In accordance with the provisions of this section, the city manager, after consultation with the city attorney's office, shall have the authority to debar an actual or prospective contractor for cause from consideration for award of contracts. The debarment shall be for a period of

not more than five years from the date of the final determination of debarment unless the contractor has been previously debarred by the city in which case any subsequent debarment shall be permanent. Upon initiation of debarment proceedings, the city manager, after consultation with the city attorney's office, shall also have the authority to suspend an actual or prospective contractor from consideration for award of contracts pending the final debarment determination. The suspension shall be for a period of one year or until a final determination with respect to debarment is made, whichever is earlier.

(b) *Causes for debarment.* The causes for debarment shall include, but are not limited to, the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.

(2) Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects its responsibility as a contractor.

(3) Conviction or civil judgment finding under state or federal antitrust statutes arising out of the submission of bids or proposals.

(4) Determination by a court, hearing officer, administrative official, or any local, state or federal governmental entity or agency that the contractor has violated the provisions of any local, state or federal laws or regulations.

(5) Commission of any fraud or misrepresentation in connection with a bid, quotation, proposal, solicitation, or contract with the city or other public entity, whether or not leading to a conviction.

(6) Failure to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the city or any other person or public entity, including, but not limited to the following:

a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract;

b. Abandonment of a contract;

c. Failure to pay a contractor, subcontractor, or material provider as required by Florida Statutes;

d. Repudiation of a bid/contract by failure to provide bonds, insurance, or other required certificates within a reasonable time period;

e. Refusal to accept an addendum, agreement or contract, or to perform thereon provided such addendum, agreement or contract was issued timely and in conformance with the bid or solicitation received; or

f. Overall performance of a contract which has been evaluated as "poor" or "unsatisfactory".

(7) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more bids/contracts with the city or any other person or public entity; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the

contractor shall not be considered to be a basis for debarment.

(8) Presence of principals or corporate officers in the business or concern, who were principals or corporate officers within another business at the time when the other business was suspended or debarred under the provisions of this section or by another public entity.

(9) Violation of any ethical standards set forth in local, state or federal law.

(10) Any other cause or material factor which adversely affects the responsibility of a person or entity as a city contractor, including but not limited to, suspension or debarment by another governmental entity for any of the causes listed in this section.

(c) *Permanent debarment.* In the event that a contractor has previously been debarred by the city for a period of five years or less pursuant to this section, and cause exists for a subsequent debarment of the contractor pursuant to subsection (b) above, said debarment shall be permanent.

(d) *Notice of intent to debar.* Upon a preliminary determination by the city manager that cause exists for debarment, a contractor or prospective contractor shall be sent a written notice of intent to debar. Such notice shall state:

(1) The reasons for the proposed debarment;

(2) The proposed length of the debarment;

(3) That the preliminary finding of cause and proposed debarment action shall become final, if a request for review is not timely filed in accordance with the provisions of subsection (e) below;

(4) Whether the person has been suspended pending finality of the debarment determination; and

(5) That suspended and/or debarred persons may not be considered for award or receive new contracts during the period of suspension and/or debarment.

(e) *Request for review.* A contractor or prospective contractor that has received a notice of intent to debar may request that the proposed debarment action be reviewed and reconsidered. Such request shall be received by the city manager in writing within ten calendar days of issuance of the notice of the intent to debar. Such request for review and reconsideration shall state the basis for review and reconsideration, and shall include such documents, evidence, and other information as the requesting party deems necessary to support its position. If no request for review and reconsideration is received within the time period allowed, the determination of the city manager that cause exists for debarment and the proposed length of the debarment shall become final and all rights to request review or appeal shall be deemed waived.

(f) *Review.* Upon timely filing of a written request for review, the city manager shall review and reconsider the preliminary determination of cause for debarment, with or without a meeting or hearing with the party requesting review, at the option of the city manager. The city manager may request information from, and speak individually or collectively to, any people or entities having information relevant to the debarment determination. The city manager shall render a written decision on the request for review and reconsideration, which shall include the city manager's final debarment decision and action taken, if any, within 30 calendar days following receipt of the request.

(g) *Appeal of the city manager's decision.* The decision of the city manager may be appealed by the contractor proposed for debarment to the city council by submission to the city clerk of a written request for hearing within seven calendar days from the date of the city manager's written decision. When an appeal is scheduled for oral presentation before city council, the appellant and city manager shall each be given ten minutes to present the appeal and response. In its discretion, city council may extend the time allotted for argument and/or allow other interested persons to speak.

(h) *Finality of decision.* The decision of city council shall be final and shall conclusively represent the position of the city.

(i) *Debarred and suspended persons list.* The purchasing manager shall maintain a list of suspended and debarred persons. Persons which have been suspended or debarred shall be precluded from responding to solicitations or receiving awards of contracts from the city, and shall be excluded from conducting business with the city as agents, representatives, partners or associates of other contractors, subcontractors, affiliates or individual sureties, during the period of their suspension or debarment. Any bid or other response received from such a party during the period of their suspension or debarment shall be disregarded and not evaluated for potential award.

(Ord. No. 2015-28 , § 1, 9-9-2015)

Sec. 2-277. - Bid protest.

(a) 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 as set forth on a city council agenda item or other routinely used on-line government procurement service. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, bids, 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 city holidays shall be excluded in the computation of the 72-hour time period established herein.

(b) The formal written protest shall be filed with the purchasing manager, in writing within ten calendar 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.

(c) Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings.

(d) 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 in the following manner:

(1) As soon as possible after receipt, the purchasing manager shall provide written bid protest to the city manager, city attorney, department head involved and supervisor directly involved in the acquisition.

(2) The purchasing manager shall schedule within seven 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.

(3) If the protester disagrees, he 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 protester can appeal the administrative decision to the Circuit Court in Volusia County, Florida within 30 days of the city council's final decision. Decisions at all levels shall be in writing to the protestor.

(Ord. No. 2015-29 , § 1, 8-18-2015)

Secs. 2-278—2-290. - Reserved.

RESOLUTION NO. 91-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING DESIGN-BUILD POLICIES AND PROCEDURES; SUPERSEDING PRIOR OR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 287.055, Florida Statutes (1991), the Consultants' Competitive Negotiation Act, authorizes agencies, including municipalities, to contract with design-build firms for the design and construction of public projects; and

WHEREAS, Section 287.055(10)(a), Florida Statutes (1991), requires agencies to award design-build contracts in accordance with procurement laws, rules, and ordinances applicable to such agencies; and

WHEREAS, Section 287.055(10)(c), Florida Statutes (1991), requires each agency to adopt rules or ordinances for the award of design-build contracts; and

WHEREAS, the City of Port Orange has prepared procedures for the award of design-build contracts applicable to city projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Design-Build Policies and Procedures, attached hereto as Exhibit A, are hereby adopted as rules of the City of Port Orange pursuant to Section 287.055(10), Florida Statutes.

Section 2. This resolution shall supersede all prior

or conflicting resolutions relating to policies and procedures for award of design-build contracts.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR JUDY L. ANDERSEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted on the 17TH day of DECEMBER, 1991.

Reviewed and Approved:

City Attorney

1.1 Subject: Special Considerations

:1 Objective To provide professional services for the City by the most qualified and competent individuals and firms at fair, competitive and reasonable compensation by complying with the requirements of Florida Statutes, Chapter 287.055 as amended (Consultants' Competitive Negotiation Act).

:2 Authority This procedure amended by City Council.

:3 Direction Designated City Manager.

:4 Method of Operation:

A. GENERAL

Pursuant to directions for consultant services in Section # 13, Request For Proposals, this procedure shall be followed in selecting firms to provide professional services and in negotiating contracts for professional services in the field of architecture, engineering, landscape architecture, or land surveying. This procedure shall also be followed in selecting firms to provide design-build services and in negotiating contracts for design-build services.

B. DEFINITIONS

The following words and phrases for the purpose of this procedure shall mean:

Act - Florida Statutes, Section 287.055, as amended (Consultants' Competitive Negotiation Act).

Board - The Consultants' Qualifications Board (CQB) shall be composed of the Finance Director, the Project Manager, the City Engineer, or their designees, and one member to be appointed by the City Manager. The Project Manager shall act as Chairman of the CQB. As an alternative, the City Council may serve as the Board, in which case the Mayor shall act as Chairman of the CQB.

Certified Firm - Any firm which has been found qualified by the CQB to render one or all of the professional services provided for in the Act.

City - The City of Port Orange.

1.1 Subject: Special Considerations

:4 Method of Operation:

Compensation - The total amount paid by the City for professional services.

Continuing Contract - A contract for professional services between the City and a firm whereby the firm provides professional services to the City for projects in which the construction costs do not exceed $500,000, or for study activity when the fee for such professional service does not exceed $25,000, or for work of a specified nature as outlined in the contract with no time limitation except that the contract shall provide a termination clause.

Design-Build Contract - A single contract with a design-build firm encompassing the design and construction of a Project.

Firm - Any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, landscape architecture, or land surveying in the State of Florida.

Design-Build Firm - An individual, partnership, corporation or other legal entity which is certified to engage in contracting as or through a certified or registered general or building contractor and is certified to practice or to offer to practice engineering, architecture or landscape architecture.

Design Criteria Package - Concise performance oriented drawings and specifications of the requirements of the Project which define the design parameters and the time and budgetary constraints to be achieved.

Design Criteria Professional - An individual or firm which holds a current certificate of registration to practice architecture or landscape architecture or an individual or firm which holds a current certificate as a registered engineer and who is employed by or under contract to the City for the provision of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

1.1 Subject: Special Considerations

:4 Method of Operation:

Professional Services - Those services within the scope of practice of architecture, landscape architecture, professional engineering or registered land surveying as defined by the laws of the State of Florida, or those performed by any architect, landscape architect, professional engineer or registered land surveyor, in connection with this professional employment or practice.

Project Construction - A construction, rehabilitation or renovation activity designated by the City Manager which requires professional consulting services as defined in these procedures. A construction project may constitute a grouping of minor construction, rehabilitation or renovation activities or a grouping of substantially similar construction, rehabilitation or renovation activities.

Project, Planning or Study - A planning or study activity which requires professional consulting services as defined in these procedures. The City Manager may determine that a planning or study activity constitutes a grouping of minor activities or grouping of similar activities.

Selection Team - Is comprised of members of CQB and a City Council Representative who review the proposals, interview the firms and make recommendations to City Council for authorization to negotiate and enter into a contract with the selected firm(s), accordingly. As an alternative, the City Council may serve as the Selection Team.

C. QUALIFICATION PROCEDURES - GENERAL

1. Periodic Review

From time to time as deemed necessary by the City, it shall review the statements of qualifications and performance data submitted by interested firms or design-build firms and shall review other pertinent information available to the Board to determine if individual firms are certified to render services to the City. Among the factors to be considered in making a determination as to certification are the capability and adequacy of personnel, and the past record and experience of the firm.

1.1 Subject: Special Considerations

:4 Method of Operation:

2. Performance Review

The Board may request evaluation of the on-going performance of each firm or design-build firm under contract to render professional services to the City and may make that evaluation part of the permanent record as information to be used when the firm again is under consideration for City work. In making an evaluation, consideration shall be given to performance in meeting quality level of services called for in the contract; to performance in administration; and in liaison with the City, Construction Contractor, and other persons concerned.

3. Certification Lists

The Board shall cause to be maintained a current list of certified firms and design-build firms along with a designation for each firm indicating the categories of work for which the firm is certified.

4. Yearly Updates

From time to time as deemed necessary, a letter may be sent by the City to each firm on the certified list requesting a current form or letter updating the information on file pertaining to professional qualifications.

D. CONSTRUCTION PROJECTS OVER $120,000, PLANNING OR STUDY ACTIVITIES PROJECTS OVER $10,000 AS DESIGNATED IN FLORIDA STATUTES 287.017, CAT. FIVE

When a project has an estimated basic construction cost exceeding $120,000, or when the estimated fee for professional services for planning or study activities exceeds $10,000, and a continuing contract is not feasible or desirable, the following shall apply:

1.1 Subject: Special Considerations

:4 Method of Operation:

1. Publication

The City shall cause to be published in a newspaper of general circulation within the area, or each occasion when professional services are required to be purchased, a legal notice generally describing the project and indicating how interested firms can apply for consideration. Announcements also may be mailed to each certified firm which has requested such notification. This publication requirement, however, shall not apply in any case declared to be a valid public emergency as defined in the Code of Ordinances.

E. NONEXCLUSION OF PUBLIC

The public shall not be excluded from any proceedings under these regulations. Meetings held under this procedure shall be announced by posting the time and place of each meeting on the City Meeting Schedule at least twenty-four (24) hours in advance of the meeting. Written summaries of the Committee's and selection team's decisions shall be made.

F. REASONABLE PLANS

Notwithstanding any other provision of this Section, there shall be no public notice requirement or utilization of the selection process as provided in the Section for projects in which the City is able to reuse existing plans from a prior project; provided, however, subsequent to July 1, 1975, public notice for any consulting services which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse in accordance with State Statutes.

G. CONTINUING CONTRACTS

Nothing in this procedure shall exclude continuing contracts between a firm and the City. The selection of continuing contract consultant shall be as outlined in Section 1.1:4D herein.

1.1 Subject: Special Considerations

:4 Method of Operation:

H. SELECTION OF DESIGN-BUILD FIRM

1. Design Criteria Professional

The Design Criteria Professional shall either be a City employee or shall be selected and contracted with in accordance with the requirements of Chapter 287.055, Florida Statutes, as amended. The Design Criteria Professional shall not be eligible to render services under the Design-Build Contract.

2. Design Criteria Package Requirements

The Design Criteria Package shall be prepared by the Design Criteria Professional. It shall consist of performance oriented drawings and specifications of the requirements of the Project which define the design parameters and the time and budgetary constraints to be achieved. Performance based criteria may include, but are not limited to, the legal description of the site, survey information, interior space requirements, material quality standards, schematic layouts and conceptual design criteria, cost or budget estimates, design and construction schedules, site development requirements, utility requirements, stormwater retention and disposal, and parking requirements, as may be applicable to the Project. The firm to whom the Design-Build Contract is awarded will be responsible for creation of the Project design based upon the criteria in the Design Criteria Package.

3. Design Criteria Professional Review

The Design Criteria Professional will assist in the evaluation of the Project design drawings developed and submitted for review by the Design-Build Firm. The Design Criteria Professional will also review, as required, the Project construction and report to the City as to its compliance with the Design Criteria Package requirements.

1.1 Subject: Special Considerations

:4 Method of Operation:

4. Publication

The Selection Team shall notify Purchasing who will cause to be published in a newspaper of general circulation within the area a legal a legal notice generally describing the Project and indicating how interested firms can apply for consideration. This publication requirement, however, shall not apply in any case declared to be a valid public emergency as defined in the Code of Ordinances.

5. Discussion with Proposer

The Purchasing Coordinator and/or the Project Manager may hold discussions with proposers for the purpose of clarification of the intent of the Project. All proposers shall be afforded fair and equal treatment with respect to any opportunity to discuss the Project.

6. Competitive Selection

a. Selection Team

A formal selection committee shall be established as described in Section 1.1:4D4a herein.

b. Selection Process

The Selection Team shall review and evaluate the proposals submitted by the Design-Build Firms for the Project. The Selection Team shall conduct discussions with, and may require public presentation by no fewer than three (3) firms (unless less than three (3) firms submit proposals) to determine the most qualified to provide services, considering such factors as the ability of personnel; past performance of the firm; ability to meet time and budget constraints; location of firm; financial capability; recent, current and projected work loads of the firm, and other factors which may be established prior to the solicitation of proposals. The Selection Team shall consult with the Design Criteria Professional concerning the evaluation of the proposals.

1.1 Subject: Special Considerations

:4 Method of Operation:

The Selection Team may utilize a design competition as a part of the selection process. The Selection Team will report its selections in order of preference to the City Council. The City Council shall either approve, reject or revise the order of preference.

7. Negotiation

a. First Firm

When an order of preference has been approved by the City Council, the Selection Team and/or City Attorney shall attempt to negotiate a contract for design-build services with the firm which has been determined first preference. As a part of the negotiation and in making the determination, the Selection Team shall conduct a detailed analysis of the cost of the design-build services required giving full consideration to the scope and complexity of such services.

b. Additional Firms

Should the Selection Team/City Attorney be unable to negotiate a tentative contract with the first firm listed at a price determined to be fair, competitive and reasonable, negotiations with that firm shall then be undertaken; and failing accord with the second firm, negotiations with the third firm shall be undertaken.

c. Additional Selections

If the Selection Team/City Attorney is unable to negotiate a satisfactory contract with any of the selected firms, notice shall be given to the City Council. Upon direction of the City Council, additional firms shall be selected in accordance with this Section. Negotiations shall continue in accordance with this Section until an agreement is reached.

d. Legal Review

Such successfully negotiated agreement shall be subject to approval as to form and legality by the City Attorney and to final approval by City Council.

1.1 Subject: Special Considerations

:4 Method of Operation:

I. STATUTORY CONTRACT REQUIREMENTS

1. Truth in Negotiations

The City shall negotiate a contract with the most qualified firm for professional services at compensation which the City determines is fair, competitive, and reasonable. In making such determination, the City shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a multiplier professional service contracts over $6,000, the City shall require the firm receiving the award to execute a truth-in-negotiations certificate stating that wage rates and other factual unit costs supporting the compensation are current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums (by which) the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

CITY OF PORT ORANGE
REQUEST FOR PROPOSALS AND CONSULTANT SELECTION

Policy

All projects which have an estimated construction cost of $500,000 or more, or consultant fees to exceed $25,000 must be advertised and go through the consultant selection process, following Florida State Statute 287.055, the Consultant's Competitive Negotiation Act.

Consultant selection for projects with a construction cost of less than $500,000 and a consultant's fee of less than $25,000 can be handled in the following ways:

a) Use the same procedure as for larger projects.
b) Perform the design "in-house."
c) Use a consultant with a continuing contract with the City.

In all cases, the City of Port Orange Policy and Procedures must be followed. See attachment.

Purpose

To select an appropriate consultant to perform the required engineering and/or architectural duties required by the project.

Responsibilities

The Project Manager is responsible for coordinating all activities in this procedure. Failure of the Project Manager to follow through on any item will result in delay and interruption of the process.

Implementation

Prior to the selection of any consultant, the requesting department shall prepare a "Request for Consultant Services" form to assess whether the work can be performed better, more timely or more cost effectively by an outside consultant rather than by in-house City staff. This form must be signed by the City Manager and forwarded to Finance and Purchasing along with a properly filled-out Purchasing Requisition (see Policy and Procedures, Section 14, No. 14.01 "Bids").

Once approval has been received, the consultant selection process is started.

A. Consultant Selection Team

The Consultant Selection Team is set up by the City Manager and will usually consist of the Project Manager, the Consultant Qualification Board (CQB), and the City Purchasing Coordinator or her designee.

Proceed as follows:
1. Set up your part of the Selection Team.

2. Set up a schedule for the selection process, including dates for advertising, request for proposal, shortlist, interviews and City Council. See sample schedule in attachment.

3. Purchasing Coordinator will notify the City Clerk for posting prebid and shortlist meetings and interviews as public meetings.

4. Purchasing Coordinator will notify members of the Selection Team of their appointment and give them copies of the Selection Process Schedule. Ask if any of them wishes to decline the appointment and replace them as necessary.

5. The Project Manager will be the Chairperson of the Consultant Selection Team.

B. Request for Proposal (R.F.P.)

An RFP is developed to describe the project and the consultant services required and to determine which consultants are interested in acquiring this project. In describing the project, be brief. Be broad in nature as to services required. The phrase "included but not limited to ..." is a good one to use.

The following steps should be taken when preparing an RFP:
1. Draft the RFP.

2. Purchasing will send copies of the draft for review to the City Manager, City Attorney and Chairperson of CQB. If applicable, also to other pertinent staff.

5. Get consultant mailing list from Purchasing and send a copy of the RFP to all (or selected) firms.

6. Request that proposals be received a minimum of ten (10) days and a maximum of four (4) weeks from the date the RFP is advertised.

7. It is acceptable to discuss or answer appropriate questions regarding the project with prospective consultants. Be brief and do not get into details.

8. The proposals are received by the Purchasing Coordinator who reviews them, has copies made, and then distributes them to the Project Manager and Selection Team for review.

C. Shortlisting

After the consultants' proposals are received, it is necessary to reduce the list of applicants to a shortlist of from three to five firms.

1. When the proposals are received, the various firms are reviewed by the Purchasing Coordinator to make sure that they have the required expertise and services to do the particular project.

2. A meeting of the Selection Team will be held to develop the shortlist. The Purchasing Coordinator will take minutes of the meeting and place them in the Purchasing file.

It is important to note that the Selection Team should not get together, say over lunch, and discuss the proposals, or accept any gifts from consultants submitting on this project during the Selection Process.

3. Each member of the Selection Team should be requested to develop their own shortlist and these lists should be submitted to the Project Manager at the shortlist meeting. The official shortlist is then determined by the firm receiving the most votes. In developing their shortlists, each Selection Team member may inquire of other Project Managers/Construction Managers of Consultants' past performance, before the shortlist meeting.

4. Once shortlist has been established, the Purchasing Coordinator will notify shortlisted firms of date, time and place of interviews and other pertinent information. Notify them to bring their own slide projector, screen, easel and any other items needed for their presentation.

5. The Purchasing Coordinator will also notify all other applicant firms of their failure to make the shortlist and thank them for their interest.

D. Consultant Interviews

The consultants on the shortlist are now interviewed, at a public meeting, in order to rate them in order of preference. A recommendation will be then made to City Council to negotiate a contract with the highest ranked firm(s).

Procedure is as follows:

1. Check the meeting schedule with City Clerk to be sure that meeting is posted.

2. Interviews are held at the time and place scheduled. Each interview is generally limited to a 20 to 45 minute presentation and a 5 to 20 minute question and answer session.

3. Upon conclusion of the final interview, each Selection Team member ranks the firms in order. The strengths and weaknesses of each firm is discussed. Final ranking of the firms is established by the number of votes received.

The Purchasing Coordinator takes the minutes of the meeting and places them in the Purchasing file.

4. The Purchasing Coordinator notifies each of the shortlisted firms of the ranking results. See sample letter and attachment.

E. City Council Approval of Selection

It is now necessary to obtain City Council approval of the consultant selection and authorization to begin negotiations with the highest ranked consultant. A standardized City Council Agenda Item Form is prepared with consultant selection recommendations.

RESOLUTION NO. 13 - 24

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, GRANTING AUTHORITY TO THE CITY MANAGER REGARDING WAIVER OF PAYMENT AND PERFORMANCE BOND REQUIREMENTS, EXECUTION OF CONTRACTS, AND IMPOSITION AND SATISFACTION AND RELEASE OF LIENS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that requiring payment and performance bonds, while necessary for certain large projects, may inordinately burden contractors performing smaller projects for the city; and

WHEREAS, pursuant to Section 255.05(d) of the Florida Statutes, the City Council has discretion to waive a payment and performance bond when awarding contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and the work to be completed is estimated to be $200,000 or less.

WHEREAS, the City Council wishes to promote competitive bidding for all projects whether small or large; and

WHEREAS, the City Council desires to authorize the city manager to waive the payment and performance bond requirement for city projects that are estimated to be $25,000 or less; and

WHEREAS, the City Council recognizes that the delegation of authority to the city manager to executed contracts of $25,000 or less, with the attestation of the city clerk promotes efficiency and effectiveness in the operations of the city; and

WHEREAS, the city is authorized to impose liens on property in order to recover debt as prescribed by ordinance; and

WHEREAS, the City Council deems it prudent to authorize the city manager or his designee to execute liens and lien satisfactions and releases on behalf of the city.

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 city manager to waive, in whole or in part, any and all payment and performance bond requirements on city projects for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, except for those contracts for the construction or extension of public utilities pursuant to Section 180.24 of the Florida Statutes, and unless otherwise required by law; and when the work to be completed is estimated to be $25,000 or less, or an amount consistent with the Code of Ordinances, Section 2-270, Informal bid procedures, as amended from time to time.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby authorizes the city manager to execute contracts on behalf of the city, with the attestation of the city clerk in an amount of $25,000 or less, or an amount consistent with the Code of Ordinances, Section 2-270, Informal bid procedures, as amended from time to time.

SECTION 3. The City Council of the City of Port Orange, Florida, hereby authorizes the city manager or his designee, per the city manager's written authorization, to execute liens and lien satisfactions and releases on behalf of the city.

Said documents shall be reviewed and approved by the City Attorney or Assistant City Attorney prior to recording.

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 the 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. This resolution shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the 28 day of May, 2013

Reviewed and Approved:

City Attorney

RESOLUTION NO. 14-12

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE BIDDING PROCEDURES NECESSARY TO COMPLY WITH THE FEDERAL REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (City) establishes the following procedures for federally funded projects; and

WHEREAS, the City shall comply with the federal funding requirements to qualify for funding through Florida Department of Transportation Local Agency Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA as follows:

SECTION 1. Local preference for bidders shall not be permitted for federally funded projects.

SECTION 2. All federally funded projects shall be advertised bid solicitations a minimum of three weeks.

SECTION 3. All bids received shall be read aloud or, if not read aloud, shall have the name of the bidder and the reason for not reading the bid aloud publically announced.

SECTION 4. For federally funded projects, the City shall utilize 23 CFR 635.114, attached as Exhibit "A", for guidance in determining if a bid is unbalanced and 23 CFR 635.413, attached as Exhibit "B", for guaranty and warranty guidance.

SECTION 5. When establishing a contract time for all federally funded projects, the City shall utilize the guidelines established and attached as Exhibit "C".

SECTION 6. All requests for qualifications for federally funded projects shall include reference to the requirements of United States Code (U.S.C) Title 40, Chapter 11, Section 1101-1104 *Selecting Architects and Engineers* (Brooks Act).

Section 7. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 8. 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 9. This resolution shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin Fenwick, CMC, City Clerk

Adopted on the 25 day of March, 2014.

Reviewed and Approved:

City Attorney

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EXHIBIT "A"

offerors have received all issued addenda.

[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002; 72 FR 45386, Aug. 14, 2007; 73 FR 77502, Dec. 19, 2008]

§ 635.113 Bid opening and bid tabulations.

(a) All bids received in accordance with the terms of the advertisement shall be publicly opened and announced either item by item or by total amount. If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting. Negotiation with contractors, during the period following the opening of bids and before the award of the contract shall not be permitted.

(b) The STD shall prepare and forward tabulations of bids to the Division Administrator. These tabulations shall be certified by a responsible STD official and shall show:

(1) Bid item details for at least the low three acceptable bids and

(2) The total amounts of all other acceptable bids.

(c) In the case of a design-build project, the following requirements apply:

(1) All proposals received must be opened and reviewed in accordance with the terms of the solicitation. The STD must use its own procedures for the following:

(i) The process of handling proposals and information;

(ii) The review and evaluation of proposals;

(iii) The submission, modification, revision and withdrawal of proposals; and

(iv) The announcement of the successful offeror.

(2) The STD must submit a post-award tabulation of proposal prices to the FHWA Division Administrator. The tabulation of price proposal information may include detailed pricing information when available or lump sum price information if itemized prices are not used.

[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002]

§ 635.114 Award of contract and concurrence in award.

(a) Federal-aid contracts shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting the criteria of responsibility as may have been established by the STD in accordance with § 635.110. Award shall be within the time established by the STD and subject to the prior concurrence of the Division Administrator.

(b) The STD shall formally request concurrence by the Division Administrator in the award of all Federal-aid contracts. Concurrence in award by the Division Administrator is a prerequisite to Federal participation in construction costs and is considered as authority to proceed with construction, unless specifically stated otherwise. Concurrence in award shall be formally approved and shall only be given after receipt and review of the tabulation of bids.

(c) Following the opening of bids, the STD shall examine the unit bid prices of the apparent low bid for reasonable conformance with the engineer's estimated prices. A bid with extreme variations from the engineer's estimate, or where obvious unbalancing of unit prices has occurred, shall be thoroughly evaluated.

(d) Where obvious unbalanced bid items exist, the STD's decision to award or reject a bid shall be supported by written justification. A bid found to be mathematically unbalanced, but not found to be materially unbalanced, may be awarded.

(e) When a low bid is determined to be both mathematically and materially unbalanced, the Division Administrator will take appropriate steps to protect the Federal interest. This action may be concurrence in a STD decision not to award the contract. If, however, the STD decides to proceed with the award and requests FHWA concurrence, the Division Administrator's action may range from nonconcurrence to concurrence with contingency conditions limiting Federal participation.

(f) If the STD determines that the lowest bid is not responsive or the bidder is not responsible, it shall so notify

and obtain the Division Administrator's concurrence before making an award to the next lowest bidder.

(g) If the STD rejects or declines to read or consider a low bid on the grounds that it is not responsive because of noncompliance with a requirement which was not clearly identified in the bidding documents, it shall submit justification for its action. If such justification is not considered by the Division Administrator to be sufficient, concurrence will not be given to award to another bidder on the contract at the same letting.

(h) Any proposal by the STD to reject all bids received for a Federal-aid contract shall be submitted to the Division Administrator for concurrence, accompanied by adequate justification.

(i) In the event the low bidder selected by the STD for contract award forfeits the bid guarantee, the STD may dispose of the amounts of such forfeited guarantees in accordance with its normal practices.

(j) A copy of the executed contract between the STD and the construction contractor should be furnished to the Division Administrator as soon as practicable after execution.

(k) In the case of a design-build project, the following requirements apply: Design-build contracts shall be awarded in accordance with the Request for Proposals document. *See* 23 CFR Part 636, Design-build Contracting, for details.

[56 FR 37004, Aug. 2, 1991, as amended at 67 FR 75925, Dec. 10, 2002]

§ 635.115 Agreement estimate.

(a) Following the award of contract, an agreement estimate based on the contract unit prices and estimated quantities shall be prepared by the STD and submitted to the Division Administrator as soon as practicable for use in the preparation of the project agreement. The agreement estimate shall also include the actual or best estimated costs of any other items to be included in the project agreement.

(b) An agreement estimate shall be submitted by the STD for each force account project (see 23 CFR part 635, subpart B) when the plans and specifications are submitted to the Division Administrator for approval. It shall normally be based on the estimated quantities and the unit prices agreed upon in advance between the STD and the Division Administrator, whether the work is to be done by the STD or by a local public agency. Such agreed unit prices shall constitute a commitment as the basis for Federal participation in the cost of the project. The unit prices shall be based upon the estimated actual cost of performing the work but shall in no case exceed unit prices currently being obtained by competitive bidding on comparable highway construction work in the same general locality. In special cases involving unusual circumstances, the estimate may be based upon the estimated costs for labor, materials, equipment rentals, and supervision to complete the work rather than upon agreed unit prices. This paragraph shall not be applicable to agreement estimates for railroad and utility force account work.

§ 635.116 Subcontracting and contractor responsibilities.

(a) Contracts for projects shall specify the minimum percentage of work that a contractor must perform with its own organization. This percentage shall be not less than 30 percent of the total original contract price excluding any identified specialty items. Specialty items may be performed by subcontract and the amount of any such specialty items so performed may be deducted from the total original contract before computing the amount of work required to be performed by the contractor's own organization. The contract amount upon which the above requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

(b) The STD shall not permit any of the contract work to be performed under a subcontract, unless such arrangement has been authorized by the STD in writing. Prior to authorizing a subcontract, the STD shall assure that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. The Division Administrator may permit the STD to satisfy

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EXHIBIT "B"

(c) A State transportation department may require a specific material or product when there are other acceptable materials and products, when such specific choice is approved by the Division Administrator as being in the public interest. When the Division Administrator's approval is not obtained, the item will be nonparticipating unless bidding procedures are used that establish the unit price of each acceptable alternative. In this case Federal-aid participation will be based on the lowest price so established.

(d) Reference in specifications and on plans to single trade name materials will not be approved on Federal-aid contracts.

(e) In the case of a design-build project, the following requirements apply: Federal funds shall not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the Request for Proposals document unless the conditions of paragraph (a) of this section are applicable.

[41 FR 36204, Aug. 27, 1976, as amended at 67 FR 75926, Dec. 10, 2002; 71 FR 66454, Nov. 15, 2006]

§ 635.413 Guaranty and warranty clauses.

The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

(a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.

(b) All warranty requirements and subsequent revisions shall be submitted to the Division Administrator for advance approval.

(c) No warranty requirement shall be approved which, in the judgment of the Division Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.

(d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.

(e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.

(1) General project warranties may be used on NHS projects, provided:

(i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.

(ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

§ 635.417 Convict produced materials.

(a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

(1) Produced by convicts who are on parole, supervised release, or probation from a prison or

(2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of

EXHIBIT "C"

FLORIDA DEPARTMENT OF TRANSPORTATION

GUIDELINE FOR

ESTABLISHING CONSTRUCTION CONTRACT DURATION

July 2010

DISCLAIMER:

The following documentation as a whole was derived from Federal Highway Administration's Guide for Construction Contract Time Determination Procedures (TA 5080.15 dated 10/15/02)

Purpose

To provide guidelines for determining contract time for construction projects.

Authority

Sections 334.044(2) and 337.18, Florida Statutes

Background

A. Contract time is the maximum time allowed in the contract for completion of all work contained in the contract documents. Contract time often arises as an issue when there is too much time or too little time given in the contract. If too much time is allowed then the traveling public is being inconvenienced and the contractor does not appear to be aggressively pursuing the work. There may be a number of reasons for a project to appear dormant, such as weather limitations, concrete curing times, materials arriving late, etc. However, all too often the causes are traceable to excessive time originally established by the scheduling engineer to complete the project or poor contractor scheduling of construction operations. If not enough time is allowed then the contractor will submit claims for added cost and time to the contract.

B. In many instances, the duration of highway construction projects is more critical today than it was in the past. Several of the reasons are listed below:

   1. There are an increasing number of resurfacing, restoration, and rehabilitation type projects being constructed under traffic, resulting in an increase in the exposure of construction workers and motorists.

   2. Traffic volumes on most highways are significantly greater and are continuing to increase, thereby creating a greater impact on the motoring public in both safety considerations and cost.

   3. Proper selection of contract time allows for optimization of construction engineering costs and other resources.

C. In addressing the need for completing critical construction projects where it is important to minimize traffic inconvenience and delay, many States have applied non-traditional contracting methods such as Bonuses and Incentive/Disincentive specifications for early completion.

Elements in Determining Contract Time

A. The application of written procedures for determining contract time is important so that production rates and other considerations are applied uniformly throughout the State. This document should be used in conjunction with the procedures in the ***Construction Project Administration Manual (CPAM), Section 1.2*** addresses how to classify projects based upon appropriate factors such as high traffic volumes, projects with incentive/disincentive clauses, etc. Experience and judgment should be used in the final determination for which projects are critical. These procedures also address the importance of geographical and weather differences throughout the State, which could affect contractor productivity rates. The fact that some types of work can or cannot be undertaken during certain times of the year should also be addressed. Where applicable, the affect of working under traffic also needs to be considered such as lane closure restrictions, holidays and special events.

B. The reasonableness of the contract time included in contracts is important. If time is insufficient, bid prices may be higher and there may be an unusual number of time overruns and contractor claims. Contractors should be provided the ability to schedule work to maximize equipment and labor, and if contract time is too short, these efficiencies are more difficult to obtain resulting in higher prices. If the time allowed is excessive, there may be cost inefficiencies by both the Department and the contractor. The public may be inconvenienced unnecessarily and subjected to traveling on a roadway where safety is less than desirable for an extended period of time. In establishing contract time, the scheduling engineer should strive for the shortest practical traffic interruptions to the road user. If the time set is such that all work on a project may be stopped for an extended period (such as scheduled events) and the contractor can still complete the project on schedule, it means the contract time allowed was excessive.

C. For most projects the essential elements in determining contract time include: (1) establishing production rates for each controlling item; (2) adopting production rates to a particular project; (3) understanding potential factors such as business closures, environmental constraints: and (4) computation of contract time with a progress schedule.

Establishing Production Rates

A. A production rate is the quantity produced or constructed over a specified time period. Estimating realistic production rates is important when determining appropriate contract completion time. Production rates may vary considerably depending on project size, geographic location, and rural or urban setting, even for the same item of work. Production rate ranges should be established in the State's written procedures based on project type (grading, structures, etc.), size, and location for controlling items of work.

B. In establishing production rates to be used for determining contract time, an accurate database should be established by using normal historical rates of efficient contractors. One method of establishing production rates is to divide the total quantity of an item on previously completed projects by the number of days/hours the contractor used to complete the item. Production rates based upon eight-hour crew days or per piece of equipment are recommended. Production rates developed by reviewing total quantities and total time are not recommended as they may result in misleading rates which tend to be low since they may include startup, cleanup, interruptions, etc.

C. The most accurate data will be obtained from site visits or review of project records (i.e., field diaries and other construction documents) where the contractor's progress is clearly documented based on work effort, including work crew make up, during a particular time frame. A data file based on three to five years of historical data (time, weather, production rates, etc.) should be maintained.

D. The production rates used should be based on the desired level of resource commitment (labor, equipment, etc.) deemed practical given the physical limitations of the project. Representatives of the construction industry are also usually willing to assist in developing rates and time schedules. Rates should be updated regularly to assure they accurately represent the statistical average rate of production in the area.

E. Some jurisdictions apply production rate data taken from some of the published rate guides. This data may be useful as guidance; however, the relationship of these production rates to actual highway construction projects may be difficult to correlate.

OTHER FACTORS WHICH INFLUENCE CONTRACT TIME

A. In addition to production rates, the following items should be considered when determining contract time:

1. Effects of maintenance of traffic requirements on scheduling and the sequence of operations;

2. Curing time and waiting periods between successive paving courses or between concrete placement operations, as well as specified embankment settlement periods;

3. Seasonal limitations for certain items when determining both the number of days the contractor will be able to work as well as production rates;

4. Conflicting operations of adjacent projects, both public and private;

5. Time for reviewing false-work plans, shop drawings, post-tensioning plans, mix designs, etc.;

6. Time for fabrication of structural steel and other specialty items;

7. Coordination with utilities;

8. Time to obtain necessary permits;

9. The effect of permitting conditions and/or restrictions;

10. Restrictions for nighttime and weekend operations;

11. Time of the year of the letting as well as duration of the project;

12. Additional time for obtaining specialty items or materials with long-lead requirements;

13. Other pertinent items as determined by the Scheduling Engineer.

In setting contract time it is recommended that the time is based on production rates per hour or per day on a working day basis, a conversion factor of 1.4 should be used and non work days should not be programmed into the scheduling software. If non-working days are calculated into the schedule such as holidays, keep in mind when granting day for day time.

Adapting Production Rates to a Particular Project

A. Before time durations for individual work items can be computed, certain project specific information should be determined and some management decisions made. The relative urgency for the completion of a proposed project should be determined. The traffic volumes affected as well as the effect of detours should be analyzed. The size and location of the project should be reviewed, in addition to the effects of staging, working double shifts, nighttime operations, and restrictions on closing lanes. The availability of material for controlling items of work should be investigated. For example, it might be appropriate to consider the need for multiple crews on a specific item to expedite the completion when there are exceptionally large quantities or when there is a large impact on traffic.

B. Procedures to accelerate project completion should be considered when construction will affect traffic substantially or when project completion is crucial. This is especially important in urban areas with high traffic volumes. When accelerating contract time for time sensitive projects, production rates should be based on an efficient contractor working more than eight hours per day, more than five days per week and possibly with additional workers. The development

and application of a separate set of production rates for critical projects is recommended.

Computation of Contract Time - Develop a Progress Schedule

A. The contract time for most construction projects can be determined by developing a progress schedule. A progress schedule shows the production durations associated with the chosen production rates for the items of work. The time to complete each controlling item of work included in the progress schedule is computed based on the production rates applicable to that project. Items should be arranged by chronological sequence of construction operations. Minor items that may be performed concurrently should be shown as parallel activities.

B. In determining a progress schedule it should be remembered that the start and end dates for each controlling item need to be based on the earliest date for which work on that item will begin and how long it will take to complete. The earliest start date for each activity will be determined by the completion of preceding activities, and should allow for the fact that some activities can begin before the preceding activity is entirely completed. Additional time should be also allowed in the contract for initial mobilization.

Contract Time Determination Techniques

Contract time determination techniques generally fall into the categories of bar charts and critical path techniques. These techniques are described below:

A. Bar Charts

1. Bar charts or Gantt charts are graphical representations of projects with specific completion dates and activities. Bars or lines are drawn proportional to the planned duration of each activity.

2. A brief description of the procedure used to develop a bar chart to determine contract time is as follows:

   a. The first step in developing a bar chart is to break a project down into separate activities or operations necessary for project completion.

   b. Once all the activities necessary to complete a project have been listed, the duration and completion date of each activity needs to be determined based on production rates.

   c. With this data established, the bar chart can be prepared. A line or bar is drawn on the chart showing the time when work will be performed for each activity. The resulting diagram will represent a

project, showing when each activity will be undertaken and completed.

d. With bar charts, the progress of a project may be monitored for each activity by drawing a bar or line below the original scheduled performance to show the actual duration for each activity as it is completed.

3. Bar charts are advantageous in that they are simple to develop and easy to understand, and they offer a good method of determining contract time. Some disadvantages are that they do not show the interrelationship and inter-dependency among the various phases of work. Bar charts are difficult to properly evaluate when construction changes occur. Also, controlling items are shown in the same manner as minor items, thus making it more difficult to determine which items actually control the overall time progress of the project. The use of bar charts are not recommended for contract administration and project management of large or complex construction projects.

C. Critical Path Method (CPM)

The Critical Path Method (CPM) focuses on the relationship of the critical activities, specifically, those which must be completed before other activities are started. Working from the project's beginning and defining individual project tasks and the number of days to perform each task, a logical diagrammatic representation of the project is developed. A CPM depicts which tasks of a project will change the completion date if they are not completed on time. The evaluation of critical tasks allows for the determination of the time to complete projects. Because of the size and complexity of most projects, this method is most often applied using a computer software program. Within the CPM software, the ability to use a Program Evaluation Review Technique (PERT) provides a breakdown of each activity to boxes. This enables the user to view the connection of relationships to each activity. CPM software also has the ability to display the contract time in a bar chart view as well.

1. The first step in applying the CPM method is to break a project down into separate tasks or operations necessary for project completion. Each of these separate operations or processes is called an activity. The completion of an activity is called an event.

2. Once all the activities necessary to complete a project have been listed, the relationship of these activities to one another needs to be determined. In some instances, several activities can be undertaken concurrently, and at other times, certain activities cannot be undertaken until others have been completed. Generally, when determining the sequence of operations, some questions need to be asked such as: "What needs to be

done before proceeding with this activity" or "what can be done concurrently?" Every activity has a definite event to mark its relationship with others with respect to completing a task.

3. In working with this procedure, a diagrammatic representation of the project is developed showing the correct sequence and relationship of activities and events. Each activity is shown as an arrow leading to a node, which indicates the completion of an event or the passage of time. The start of all activities leaving a node depends on the completion of all activities entering a node. Therefore, the event represented by any node is not achieved until all activities leading to the node have been completed. The resulting diagram will be a schematic representation of a project, showing all the relevant activities and events in correct sequence.

4. An actual time can be set to each activity based on production rates and other appropriate factors. The time to complete each activity is then shown on each arrow to indicate the duration. The "early start" for each activity is the earliest point in time that an activity can start, provided that all activities before it have finished. This is not necessarily the point in time that it will start; however, it is the earliest time that it can start. The "early finish" for an activity is merely the duration of the activity after its early start. As is the case with the "early start," this is not necessarily the point in time that the work represented by the activity will be over, but is the earliest point in time that it can occur. A "finish" date in CPM is the first day after the physical completion of the activity. The completion time of a project is the sum of the longest time path leading to completion of the project.

5. The optimum time and cost for performing the project can be evaluated by assigning resources i.e. equipment, labor hours, and materials to each activity. The diagrammatic representation of the project then provides a means to evaluate the costs incurred with respect to the completion of specified activities.

6. Advantages of using the CPM include:

   - It is an accurate technique for determining contract time and verifying that the project can be constructed as designed and with identified construction sequences;

   - It is a useful tool for project managers in monitoring a project, especially when dealing with relationships of work items with respect to time; and

   - Activities responsible for delays can be identified and corrective measures to keep a project on schedule can be determined.

7. Disadvantages of using the CPM include:

   - The CPM requires experienced and knowledgeable staff to be used effectively;
   - They require regular updates to assure that the contractor's operation is accurately represented.

Other Project Considerations

Construction time on certain projects such as lighting or signalization may be governed by the long lead-time necessary to obtain materials. To minimize traffic disruption, the contract may specify a completion date several months after the notice to proceed, but the contractor should be limited to a relatively short on-site time. This may be accomplished by including in the contract a "conditional notice to proceed" clause which would allow a specified amount of time to purchase and assemble materials followed by issuance of a full work order which would be issued upon expiration of the assembly period or sooner, upon the contractor's request.

Delayed or flexible notice-to-proceed dates may be appropriate for certain projects where the ultimate completion date is not critical. The contracting agency may wish to provide a notice-to-proceed window in order to increase the probability of a competitive bid where only a limited number of contractors are available to perform the work. Such projects may include:

- Projects that consist of specialized work (seal coats, highway planting, pavement grooving or bridge painting) where a large number of these projects are being advertised within a short time period;
- Projects with a very limited number of working days;
- Building projects.

This allows the contractor to schedule this contract with consideration of other work he/she may have in the same paving season. Net benefits include lower project inspection cost and a minimal disruption to traffic.

An option that may be applicable to some projects is dividing a project into phases with each phase having its own completion date. This may be applicable when coordinating with other projects or activities in the area in order to meet tight deadlines.

BASIS OF PRODUCTION RATES:

The production rates shown are divided into 3 categories: low, average and high. The **low** rate is typically used on projects where there are large numbers of intersections, driveways, high congested traffic and a large number of existing utilities which may interfere with the proposed construction. The **average** rate is typically used in projects where there are minimum existing utilities, low to medium traffic volume/congestion with minimal intersections and driveways. The **high** rate is typically used on rural and limited access facilities.

SCOPE OF WORK DEFINITIONS:

R.O.W. Preparation:

Clearing and grubbing (Acres): The removal of top soil, trees, minor physical objects and other vegetation from the construction site using mechanical equipment.

Excavation (C.Y.): The removal and transporting of in situ soils on the construction site using mechanical equipment.

Embankment (C.Y.): The placing and compaction of soil on the construction site using mechanical equipment.

Drainage Structures/Storm Sewers:

Storm Sewers (L.F.): The excavation, installation, and backfilling of drainage or sewer pipes including structures.

Box Culverts (C.Y.): The excavation, forming, reinforcing, pouring, finishing, stripping, and backfilling of cast in place concrete box culverts on the construction site. If using pre-cast units, then the units should be changed to L.F. and appropriate production rates substituted.

Inlets & manholes (Each): The installation of pre-manufactured inlets manholes for drainage or sewer systems. Time is included in Pipe.

Bridge Structures:
(Note: The production rates on several items appear low since they must include time for the total scope of activities necessary to complete an item.)

Cofferdams (S.Y.): The installation, dewatering and minor excavation associated with building a cofferdam system for a bridge construction site.

Sheet Piling (S.F.): The installation of sheeting for retaining walls and deep excavations. Do not add to cofferdams.

Piling (L.F.): The installation of piling for bridge foundations.

Footings (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge footings.

Columns, Caps & Bents (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge columns, caps and bents.

Wingwalls (S.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete wingwalls for bridges.

Bridge deck (total depth)(C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge decks. The production rates have been set to include time for all components of the deck, including precast plank under slab, thus the full depth of the deck is used to calculate quantity.

Bridge curbs/walks (L.F.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge curbs and walkways.

Bridge handrails (L.F.): The layout, forming, reinforcing, placing, curing and removing forms for cast in place reinforced concrete bridge handrails.

Retaining walls (S.F.): The layout, excavation, forming, reinforcing, placing, curing and removing forms for cast in place reinforced concrete retaining walls. The time for precast proprietary wall systems in included in embankment.

Base Preparations:

Stabilized Roadbed (S.Y.): The placement, mixing and compaction operations involved in the stabilization of subgrade soils.

Base material (S.Y.): The placement, mixing and compaction of flexible base material.

Hot mix asphalt base (Ton): The laydown and compaction of hot mix asphalt concrete base course material. The production rates are taken from the graph for plant mix.

Curb and gutter (L.F.): The layout and construction of new roadway curb and gutter using automated equipment or forms and hand finish.

Concrete pavement repair (S.Y.): The removal and replacement of sections of unsatisfactory or failed Portland cement concrete pavement.

Milling/planning (S.Y.): The removal of the surface level of existing pavements using automated milling or planning equipment.

Plant mixed surfaces (Ton): The laydown and compaction of hot mix asphalt concrete surface course material. The production rate is taken from the graph for Plant Mix.

Asphalt Friction Course (1 course) (Ton): The laydown and compaction of asphalt concrete friction course material.

Cement Concrete paving (Rebar + curing) (S.Y.): The layout, reinforcing, placing, curing and jointing of Portland cement concrete pavement.

Precast traffic barriers (L.F.): The layout and installation of precast concrete traffic barriers. If barriers are to be cast in place, then the units should be changed to C.Y. and the production rates adjusted accordingly.

Permanent Signing and Traffic Signals:

Small Signs (Each): The installation of small highway information and warning signs mounted on metal posts driven into soil along a highway.

Overhead signs (Each): The installation of large highway information and directional signs mounted on metal frames over a highway. It is assumed that the footings and poles that support
The frames are already in place.

Major traffic signals (Each): The installation of automated traffic signals and their support systems at highway intersections.

Pavement markings (L.F.): The application of paint or thermoplastic pavement marking materials to a highway pavement.

Raised Pavement Markers (RPM) (Ea.): The application of adhesive and raise pavement markers.

Seeding (S.Y.): The seeding of grasses, application of fertilizer and mulch, and cutting into soil.

Final clean-up (Sta.): The removal of debris, dirt and other construction materials from a highway pavement and adjacent right of way at the end of a construction project. The time for this activity is included in "General Time".

Structure demolition (WKDAYS): The demolition and removal of the materials for large structures (multi-story buildings, retaining walls, towers underground tanks, etc.) from the right of way of new construction projects.

Remove old structures (small) (WKDAYS): The demolition and removal of the materials for small structures (Single-story wood buildings, storage sheds, fences, road signs,

etc.) from the right of way of new construction projects. Time for this is included in clearing and Grubbing.

Bridge demolition (WKDAYS): The demolition and removal of all materials for an existing bridge structure and related appurtenances (approaches, gates, signals, etc.).

Erect temporary bridge (WKDAYS): The layout and construction of a temporary bridge structure and related appurtenances for a highway construction project.

Remove temporary bridges (WKDAYS): The demolition and removal of all materials for a temporary bridges structure and related appurtenances for a highway construction project.

PRODUCTION RATES

The following Excel spreadsheet link is a compilation of statewide rates ranging from low to high. Although this list is extensive, it may not include a production rate relevant to a particular project. Other sources may need to be perused to achieve the required rates for a particular scope of work within that contract.

Production Rates (Statewide)

RESOLUTION NO. 06-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY PURCHASING POLICY BY PROVIDING AN ETHICS STATEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the purpose of the City Purchasing Policy to maximize the purchasing value of City funds in procurement; and

WHEREAS, it is also the purpose of the City Purchasing Policy to provide safeguards and ethical standards to maintain a procurement system of quality and integrity; and

WHEREAS, as a requirement to receive certain federal grant funds, specific ethics provisions must be added to the existing purchasing policy; and

WHEREAS, these safeguards and standards are to be codified in a written ethics statement, and added to the City Purchasing Policy as Section 20- Ethics Statement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City of Port Orange hereby amends the City Purchasing Policy as attached hereto as Exhibit "A", until amended by resolution, adding Section 20, Ethics Statement.

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted on the 25 day of April, 2006

Reviewed and Approved:

City Attorney

C:\Legal\RES\adopt ethics stmt for purchasing policy.wpd

SECTION 20

ETHICS STATEMENT

The purpose of the ethics statement is to maximize the purchasing value of City funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. It is to convey the basic principles of business conduct expected of all employees in order to safeguard the reputation of the City and its employees. The policy is general in nature and not intended to be all-inclusive. The fact that a certain action or activity is not mentioned as improper does not infer that it is either permissible or proper.

1. All acquisitions must comply with the City of Port Orange Policies and Procedures and Florida Statutes Chapter 287, and when federal funds are financing the acquisition, every purchase order or contract shall contain any clauses required by federal law, and applicable provisions of 24 CFR 85.36.

2. The City of Port Orange encourages all businesses, whether they be a small business, minority and women owned businesses to participate in the acquisition process with respect to doing business with the City and as outlined in 24 CFR 85.36.

3. Acceptance of gifts or gratuities from a contract grantee, other than advertising novelties of nominal value by employees participating in the selection or administration of the contract, is strictly prohibited. No employee shall become obligated to any vendor and shall not conduct any City transaction from which he/she may personally benefit.

4. No employee of the city shall contract with any entity or person transacting business with the city whereby the employee may derive income or benefits other than those provided as remuneration from the city for his employment except when the city council has made a prior determination that such dealings are in the best interest of the city.

5. No city employee, officer or agent shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the participating 1) employee, officer or agent, 2) a member of his immediate family, 3) partner, or 4) organization that employs the employee has a financial or other interest in the contract grantee. Disciplinary action resulting in termination of the purchase, contract and/or employee, could result.

6. No contract, purchase or group of requisitions shall be subdivided to avoid bid, quotation, or approval requirements.

7. It is unlawful for a City officer or employee to order the purchase of any materials, supplies, equipment and/or contractual services, or make any contract other

than through the Coordinator of Purchasing without prior written authority or as specifically delegated herein. Any purchase, order or contract that is made contrary to these provisions shall not be approved and shall not bind the City as defined in the City's Purchasing Ordinance.

8. In cases of extreme emergency, an exception to the above policy may be made as outlined in Section 12 of the City's Purchasing Policies and Procedures and/or enacted by City Manager and ratified by the City Council.

9. The City of Port Orange follows Florida Statutes 112.3143 with respect to members of the City Council voting on awards for the purchases of equipment, goods and/or services where a conflict of interest may occur.

10. When a purchase is financed with federal funds, the City's local preferences ordinance will not be applicable if inconsistent with 24 CFR 85.36.

11. The City of Port Orange currently solicits bids by advertising both in the Daytona Beach News Journal a local newspaper, and on the Internet using Onvia (Demandstar) thereby ensuring that an open and competitive process has been followed.

12. When professional services such as architects, engineers, landscape architects and surveying firms, are required, the City follows the CCNA process, thereby adhering to Florida Statutes 287.055 as outlined in Section 13 of the City's Purchasing Polices and Procedures Manual. When using this type of process, or when only one bid or proposal is received, cost analyses are normally obtained either using current market pricing or advise from an Architectural/Engineering firm under contract with the City.

13. Procedures to resolve procurement protests are outlined in Section 14 of the City's Purchasing Policies and Procedures Manual.

Ethics statement

FINAL PAYMENTS ON CONSTRUCTION PROJECTS

The purpose of this directive is to set forth City policy on a final or one-time payment for all City construction projects.

STATEMENT OF POLICY

Applicability

The provisions of this directive apply to all Departments within the City.

In General

Processing a final (more than 90% complete) or a one-time payment on **all** construction type projects is the specific responsibility of the **Project Manager**. For this policy "construction projects" are defined as all contracted construction of buildings and improvements greater than $10,000. This also includes City Cost Participation Projects. To ensure the City receives protection from all liability exposure, the subsequent procedures must be followed:

Procedures

Before final payment can be made, the Purchasing Manager must have the following from the Prime Contractor and/or Project Manager:

1. A memorandum or letter from the Project Manager or Engineer that all punch list items have been completed.

2. Consent to Final Payment from the Surety, if a bonded project.

3. Final lien waiver or a release form from all known subcontractors (listing with the bid documents), with particular emphasis on the ones who have filed "Notice to Owners" with the City. (Check with the Purchasing Manager and/or City Clerk's Office as to which subcontractors have filed "Notice to Owner's" with the City.)

4. Receipt and Release form and/or a Final Waiver of Lien signed by the Prime Contractor, and in the case of a cost participation project, a Final Waiver of Lien from the Developer or co-participator.

5. Final Cost Participation should not be made until construction is complete, as verified by an Engineer, and all requested documentation has been submitted to the City. (See City Cost Participation Step-by-Step Procedure.)

If no changes are being made to the original approved contract, all the above procedures have been complied with, and all final paperwork has been forwarded to the Purchasing Manager, then final payment shall be made in the normal course of business.

If either an additive or deductive final contract change order is necessary, and the Purchasing Manager has received all paperwork, then an Agenda Item Form shall be prepared by the responsible department for City Council approval. Upon approval by the City Council, the copy of the purchase order should be signed by the respective Department Head and forwarded to the Finance Department with the final pay request.

David T. Harden

David T. Harden, Interim City Manager

Effective Date: 08/15/2013 **Chapter 1**

Revised: 06-01-15 **General Administrative**

Policy 1-48

Title: **PURCHASE REQUISITION APPROVAL AND PURCHASE ORDER ISSUANCE**

Policy: A significant investment occurs annually in the procurement of physical inventory, supplies, services, and capital equipment. To insure purchase order issuance is in compliance with the City's Purchasing Policy the Purchase Order generation system should not allow the same user to create and approve a purchase order.

Purpose: To outline the actions to be taken for security of the purchase order issuance process.

Scope: This procedure applies to issuance of all purchase orders issued for the purchase of all inventory items, supplies, services, and capital equipment for all departments within the City.

Responsibilities:

All personnel that require a product or service must complete purchase requisitions specifying items to be purchased and obtain required approvals through the automated purchase order generation system.

Department Heads are responsible for approving all purchase requisitions for the procurement of physical inventory, supplies, services, and capital equipment charged to their department. The Department Head may designate the Assistant Department Head or Supervisor to approve on their behalf upon written notification to the Information Technology and Finance departments.

Information Technology (IT) Department is responsible for maintaining the Purchase Order generation system in compliance with this policy. IT is also responsible for approving any purchase requisition requesting the purchase of computer software, computer equipment or computer services.

Accounting Division of Finance is responsible for approving all purchase requisitions for the procurement of physical inventory, supplies, services, and capital equipment verifying adequate budget for the purchase and that the purchase is charged to the appropriate General Ledger account.

Purchasing is responsible for approving all purchase requisitions for the procurement of physical inventory, supplies, services, and capital equipment verifying that the requested purchase complies with all purchasing policy and procedures. Purchasing is also responsible for issuing the purchase order after all required approvals are obtained. The Purchasing staff will not be granted purchase requisition approval rights for any approval level other than the Purchasing approval and will not have security access to change any approval level security rights.

Finance Director or designee is responsible for maintaining the purchase requisition approval level security access but will not have security access to generate a Purchase order.

City Manager is responsible for approving the procurement of physical inventory, supplies, services, and capital equipment with a cost equal to or greater than $25,000.

Procedure:

1.0 REQUISITION ENTRY, APPROVAL AND PURCHASE ORDER ISSUANCE

1.1 The requisitions approval process is established in a hierarchal process as follows:

- Requisition entry
- IT approval for computer software, computer equipment or computer services
- Department Head Approval
- Budget/Finance approval
- Purchasing approval
- City Manager approval for requisition equal to or greater than $25,000
- Purchase Order issuance if all applicable approvals are obtained.

David T. Harden

David T. Harden, Interim City Manager

Date: 6/2/15

PORT ORANGE FINANCE DEPARTMENT
PORT ORANGE, FLORIDA

POLICY AND PROCEDURE DIRECTIVE

TITLE:	Intra-Department Budget Transfers
NUMBER:	1-54
EFFECTIVE:	07-6-2015
SUPERSEDES:	N/A
REVISED:	07-6-2015

PURPOSE

The purpose of this policy is to outline the process for intra-department budget transfers during the fiscal year. It exists to ensure the city follows city code, state law and best financial practices. This procedure does not cover inter-department or inter-fund transfers, or budget amendments that decrease or increase the overall budget of the City, fund or department.

DISCUSSION

Intra-department budget transfers are defined as the movement of unencumbered appropriations (monies that aren't reserved for known purchases) within a single department and fund.

POLICY

City Code Chapter 2, Article VI, Division 3, Sec. 2-299(d) *Transfer of Appropriations* state:

> At any time during the fiscal year the city manager may transfer part or all of any unencumbered appropriations balance among programs within a department. The city council may by resolution transfer part or all of any unencumbered appropriation balance from one department to another.

The same section in the City Code states further in paragraph (e) *Limitations; Effective Date*:

> No appropriation for debt service may be reduced or transferred. No appropriation may be reduced below that amount required by law to be appropriated, if any. No appropriation may be reduced below the amount of the unencumbered balance…

As with most duties attributed to the City Manager in the Code of Ordinances and the City Charter, the City recognizes that these responsibilities can be delegated to other staff by the City Manager.

RESPONSIBILITIES

1. User departments are responsible for:
    a. Creating budget transfer requests
2. Finance staff is responsible for checking transfers to ensure:
    a. Sufficient unencumbered funds exist such that executing the transfer will not result in a negative amount in the line item where the funds are being moved from.
    b. The "transfer from" amount and the "transfer to" amounts are equal.
    c. The transfers do not move money between funds or departments
    d. The transfers do not move money from debt service to any other expenditure type.
3. The Finance Director is responsible for:
    a. Ensuring that finance staff have checked requests as identified in #2 (above).
    b. Approving or denying the intra-department budget transfers up to and including $999.
    c. Forwarding budget transfers to the City Manager that exceeds $999 (i.e., $1,000 or more).
4. The City Manager is responsible for:
    a. Approving or denying budget transfers of $1,000 or more.

PROCEDURE

1. User departments initiate budget transfer requests via email or budget transfer request form and send the request to the Finance Department.
2. Finance staff reviews budget transfers to ensure:
    a. Sufficient unencumbered funds exist such that executing the transfer will not result in a negative amount in the line item where the funds are being moved from.
    b. The "transfer from" amount and the "transfer to" amounts are equal.
    c. The transfers do not move money between funds or departments
    d. The transfers do not move money from debt service to any other expenditure type.
3. If Finance staff finds a violation of policy or procedure, they:
    a. Rework the budget transfer with the user department so that it complies with policy and/or procedure.
    b. Deny the budget transfer request, or
    c. Process the budget transfer through a budget resolution process (not covered under this procedure).
4. If no issues are found with the budget transfer, finance staff attaches appropriate documentation to the budget request form or email request (i.e., print screens, line item balances, analysis, etc.).

5. Finance staff assigns the next sequential budget transfer number to the budget transfer.
6. Finance staff logs the transfer on the shared drive file including: a brief description of the transfer, date of transfer, name of staff performing transfer and any other relevant comments.
7. Finance staff enters the budget transfer into the accounting system, prints an "adjustment edit list" and reviews it for accuracy.
8. If the entry is correct, finance staff attaches the original budget request and backup documentation to the adjustment edit list.
9. Finance staff stamps the adjustment edit list with the budget approval stamp and processing stamp; then initials the adjustment edit list.
10. Finance staff provides all documentation to the Finance Director or designee.
11. Finance Director or designee reviews the budget transfer to ensure it does not violate intra-department transfer rules as described above.
    a. If the budget transfer violates policy or procedure, the Finance Director returns the request to finance staff to rework and/or notify the requesting department of denial.
    b. If the budget transfer does not violate policy or procedure and is $1,000 or over, the Finance Director forwards the transfer to the City Manager.
        i. The City Manager or designee reviews transfers over $1,000 to ensure it does not violate policy or procedure.
            1. If the transfer violates policy or procedure, the City Manager denies the request and returns it to the Finance Director.
            2. If the transfer does not violate policy or procedure, the City Manager may approve the transfer and return it to the Finance Department.
12. Once the transfer is approved by the Finance Director, City Manager, or their designee, finance staff updates the budget transfer in the accounting system.
13. Finance staff updates the budget transfer log and files the budget transfer in the "Transfer" filing cabinet.

Approved: David T. Harden
David T. Harden, Interim City Manager

7/6/15
Date

BID REQUEST FORM (ITB, RFP, RFSQ, ITN)

_____

(# will be assigned by Purchasing Division)

Assigned Purchasing Lead: _____

Section 1: ITB/RFP/RFSQ/ITN Name, Scope, Type	
Project name:	
General scope of project:	
Type of project:	☐ *Bid* ☐ *RFP* ☐ *RFSQ Design/Professional Services (engineering, architect, surveying, landscape)* ☐ *ITN*
	☐ *Capital* ☐ *Non-Capital*
Section 2: ITB/RFP/RFSQ/ITN Information	
Requested by:	
Department:	
Special Legal Ad:	☐ Y or ☐ N *Per 180.24FS, see below *Section 12: Solicitation FAQ*
Estimated amount:	
Bid Bond:	☐ Y or ☐ N
Grant funded:	☐ Y or ☐ N *(If yes, list date & requirements)* Deadline Date:
	Type / Special Requirements:
Fund Account:	
Project#:	
City Project Manager:	
Contract Administrator:	
Project Inspector:	
Blueprint provided by:	
Engineer of Record:	
Section 3: List of Evaluation Committee Members RFP/RFSQ/ITN (Minimum 3)	
Committee Member 1:	
Committee Member 2:	
Committee Member 3:	
Committee Member 4:	
Committee Member 5:	

Section 4: Suggested ITB/RFP/RFSQ/ITN Dates

All dates are subject to scheduling and availability

Release date priority:	☐ High ☐ Medium ☐ Low	Suggested Date:
Pre-Bid date:		Site Visit: ☐ Y or ☐ N Mandatory: ☐ Y or ☐ N
Due date/opening:		
Committee dates:		
Delivery/Completion:		
Award/DF to Council:		*Note: funding source must be listed on DF*

Section 5: Responsible for Creating Details/Specifications/Scope of Work

☐ *Project Manager* ☐ *Project Engineer/Architect* ☐ *Other* _____ ☐ *Assistance from Purchasing**

** Purchasing distributes and advertises all Solicitations and reviews specifications. If the Project Manager, Engineer or Architect prepares the specifications, ensure Purchasing receives a **WORD** copy and approves the draft.*

Section 6: Contract Type

***** Discuss with City Attorney prior to bidding the project to ensure the contract is in the bid 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:			
Renewal Options:			
(Days) Substantial Completion		(Days) Final Completion	

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, ensure 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:	
Bidder:	
Bidder:	
Bidder:	
Bidder:	
Bidder:	
Bidder:	

Section 8: Director/Department Head Approval

☐ Approved ☐ Rejected Date:_____ X_____

* Upon final approval in BoardSync, screenprint of Finance, Legal, and City Manager Approvals will be attached to this form.

Section 9: Finance Review

☐ Approved ☐ Rejected Date:_____ X_____

Comments: _____

Section 10: Legal Review

☐ Approved ☐ Rejected Date:_____ X_____

Comments: _____

Section 11: City Manager Review

☐ Approved ☐ Rejected Date:_____ X_____

Section 12: Solicitation FAQ

- **Who fills out the Bid Request Form?**
  Sections 1-7 are to be completed by the Project Manager/Director. Director/Department Head signs section 8.

- **When to use this form**
  When purchases exceed $25,000 and does not fall under the exclusions listed in City Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

- **How do I submit this form?**
  After Director/Department Head signs approval, initiate an agenda item on BoardSync under Bid Requests and upload this completed form. After uploading to BoardSync, forward the original signed form to the Purchasing Division.

- **How early should I plan for a Bid/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 Demand Star www.demandstar.com for releasing bid documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement.

- **Specifications:** Document specifications should be sent to the Purchasing Agent and Purchasing Manager in one (1) MS WORD file format.

- **One envelope Bid process**: One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelope from all timely bidders will be opened and read aloud the same day.

- **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.

- **Bid Bonds; Performance & Materials 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 percent (5%) 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. Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds are advertised in the Invitation to Bid which appears in the 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 takes precedence in tie bids.

SINGLE/SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

DATE: _____

Selected Vendor: _____ Vendor # in Naviline: _____

Vendor E-Mail: _____

Amount requested for current fiscal year expenditure with above Vendor: $ _____

Department: _____ Fiscal Year: _____

City Contact Name: _____ Phone Ext: _____

Brief Description of Purchase: _____

(Section I) **SOURCE JUSTIFICATION** – Check boxes as appropriate:

Part A **Award to SINGLE SOURCE.** *(Check one)* **** Attach a departmental memorandum (Justification of Request)***

☐ Service Agreements and/or repair services/parts unavailable from any other source except original equipment manufacturer or their designated servicing dealer.

*** Attach manufacturer's written certification that item is OEM.**

*** Attach the manufacturer's (not distributor's) written certification that no other distributor exists.**

☐ Compatibility of equipment or supplies required. List equipment with which purchase will be used:

Model # _____ Serial # _____ Manufacturer _____

☐ Upgrade to existing software. Available only from the producer of this software who sells on direct basis only.

A. Attach the producer's written certification stating sold on direct basis only and no other distributor exists.

☐ Used or demonstration equipment available at a lower-than-new cost. (Provide copy of quote showing used vs. new pricing.)

☐ Other. (Explain in Section II)

Part B **Award to SOLE SOURCE.** *(Check box below)* **** Attach a departmental memorandum (Justification of Request)***

☐ Patent, copyright or unique design restrictions ***Attach verification from Manufacturer***

☐ Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.) which can only be determined through extensive laboratory analysis and examination ***Attach verification from Manufacturer***

☐ Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function ***Attach verification from Manufacturer***

☐ Only known source in the market. (Explain in Section II technical or other reasons why similar or like items are not available.)

(Section II) EXPLANATION. *(Use additional sheet if needed)*

(Section III) AUTHORIZATION/APPROVALS

DEPARTMENT APPROVAL:

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this single/sole source justification be authorized as single/sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head Approval (Print Name): _____

Department Head Approval Signature: _____ Date: _____

***Software or hardware purchases only*:**

IT Approval (Print Name): _____

IT Approval Signature: _____ Date: _____

PURCHASING APPROVAL:

Single/Sole source requests shall be posted on Quote Wire for seven (7) business days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the single/sole source shall be deemed a valid request. (Result of Quote Wire post attached.) **Purchasing Manager approval required prior to submitting for City Manager approval.**

Quote Wire #: _____ Date Posted: _____ Complaints/Protest (Yes/No) _____

Posted by (Print Name): _____

Purchasing Manager Approval Signature: _____ Date: _____

Diana M. Fye, Purchasing Manager

CITY MANAGER APPROVAL:

City Manager Approval: _____ Date: _____

M.H. Johansson, City Manager

CITY OF PORT ORANGE
Waiver of Formal Bidding Requirements
Over $25,000

City Code Section 2-267

Department:

Vendor:	
Department:	Click here to enter text.
Commodity or Service	
Fiscal Year:	
Amount of Expenditure:	
Type of Purchase (City Code 2-267)	

Purchasing: *(attached verification)*

- ☐ Sole Source Approval.
- ☐ Piggyback Approval.
- ☐ Other: _____

Department Head:	Click here to enter text.
Department Head's Signature:	
Date Signed:	

Purchasing Manager:	
Purchasing Manager's Signature:	
Date Signed:	

City Manager:	
City Manager's Signature:	
Date Signed:	

*Please note, the waiver of formal bidding requirements does not exempt the bidder from meeting city contract requirements.

WAIVER OF REQUIREMENT FOR PAYMENT AND PERFORMANCE BOND
FOR SERVICES NOT TO EXCEED $25,000.00

Section 255.05(1), Florida Statutes, requires that any person entering into a contract for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in Florida. Section 255.05(1)(d) provides that, at the discretion of the official or board awarding such contract when such work is done for any county, city, political subdivision, or public authority, a person entering into such contract that is for $200,000.00 or less may be exempted from executing the payment and performance bond.

On May 28, 2013, the City of Port Orange adopted Resolution No. 13-24 which authorizes the City Manager to waive any and all payment and performance bond requirements on City projects when the work to be completed is estimated to be $25,000.00 or less, or an amount consistent with the Code of Ordinances, Section 2-270, Informal bid procedures, as amended from time to time.

Department Requesting Waiver: _____

Vendor: _____

Description of Services: _____

_____

Amount of Services: $_____ *(Documentation Attached)*

Original Contract Amount: $_____

Amendments/Addendums/Change Orders: $_____

Contract Amount Prior to Waiver Request: $_____

Justification for Waiver: _____

_____

Authorized Signature: _____

Date Signed: _____

==========

☐ Approved

☐ Denied

_____
Gregory A. Kisela, City Manager

Date Signed:_____

CHANGE ORDER NO.___
To _____ dated _____
_____, Contractor

Project: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $_____	Original Contract Times Substantial Completion: ___ days Final Completion ___ days
Net changes from previous Change Order: No. ___: $_____	Changes in contract time from previous Change Orders: No. ___: ___ days ___ days
Contract Price prior to this Change Order: $_____	Contract Completion Date prior to this Change Order: Final Completion: ___ date
Net Increase (decrease) of this Change Order No. ___: $_____	Changes in contract time requested this Change Order No. ___: (Requires Council Approval) ___days
Contract Price with all approved Change Orders: $_____	Contract Times with all approved Change Orders: Final Completion: _____ date

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the _____ entered into by and between the parties on _____.

II. REQUIRED CHANGES: To provide for_____ _____.No goods shall be delivered nor services commenced here under until this Change Order has been fully executed by all parties.

III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? _____

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the _____ 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 Florida Statutes Section 218.70 through 218.79, as amended.

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:	ACCEPTED BY:
_____	_____
Department Project Manager	Contractor
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date Signed:_____	Date Signed:_____
RECOMMENDED BY:	RECOMMENDED BY:
_____	_____
City's Representative	Engineer of Record
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date Signed:_____	Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

City Manager

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

If Council approval is required:

By:_____
Printed Name: Allen Green
Title: Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, CMC, City Clerk

Date Signed:_____

PURCHASE ORDER CHECKLIST:

- ☐ Quote(s)
  - ☐ Up to $5,000.00, one (1) written quote
  - ☐ More than $5,000.00 up to and including $25,000.00, three (3) written quotes
  - ☐ More than $25,000.00 require a competitive solicitation unless otherwise exempt
- ☐ Completed Vendor Application and Agreement on file with City
- ☐ Start date (applies to services only)
- ☐ Finish/Delivery date
- ☐ Quantity
- ☐ Cost code
- ☐ Amount
- ☐ Description of goods/services
- ☐ Scope of Work to include:
  - ☐ Maintenance
  - ☐ Repair
  - ☐ Replacement
  - ☐ Materials
  - ☐ Equipment
  - ☐ Labor
  - ☐ Parts
  - ☐ Supplies
  - ☐ Other
- ☐ Permits and/or licenses required, if applicable
- ☐ Delivery address
- ☐ Insurance Table (Vendor insurance requirements determined by Department Head)
- ☐ Other supplementary documentation, as necessary

EXHIBIT _____

INSURANCE TABLE

Standard Insurance Requirements

	Insurance	Standards	Comments
☐	Workers' Compensation Additional Coverage:	Limits: Coverage A – Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	☐If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☐	Workers' Compensation Officer(s) Exemption	***Documentation Required for Exemption: (must be attached to Purchase Order)*** ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☐	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000 Aggregate	☐When work is on or under Railroad rights of way or properties, the Vendor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☐	Comprehensive: Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits: Auto Liability Body Injury: $200,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements

☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as inured 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 minimum	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $ To be determined.	
☐	Errors and Omissions	Limits: Coverage - $ To be determined.	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**Department Head recommends waiver of Payment and Performance Bond for work under $25,000.00.**		
☐	**Department Head waives Insurance, unless otherwise required by law.**		

CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
PurchDiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: _____

Payment Remit to Name: _____

Contact Person and Title: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Taxpayer Identification Number (TIN): _____

Tax Classification:

- ☐ Individual/Sole Proprietor/Single Member LLC
- ☐ Partnership
- ☐ Other (Explain) _____
- ☐ S Corporation
- ☐ C Corporation
- ☐ Trust/Estate

Current W-9 Attached (Required) ☐ Yes

Type of Commodity/Services _____

Does your company accept Purchasing Cards (i.e. Visa)? ☐ Yes ☐ No

Permanent Address:

Address _____
City _____ State _____ Zip Code _____

Remit to Address (if different from above):

Address _____
City _____ State _____ Zip Code _____

Please inform the Purchasing Division of all address, contact information and insurance changes.

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of terms and conditions, or reference thereto, by the vendor shall be of no significance, shall not be binding on the City, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms and conditions. The terms and conditions contained in a Supplemental Document, as defined hereinafter, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. **In the event that a vendor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined as to include invitation to bid, proposal, quote, and contract.** Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

1. ACCEPTANCE. The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.

2. ASSIGNMENT. Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.

3. CHANGES. City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.

4. COMPLIANCE WITH LAWS. Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.

5. FREIGHT. Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.

6. INSPECTION.

a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially similar language:

Vendor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Vendor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Vendor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of City or any of its officers, agents, or employees.

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INSURANCE. THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. 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. For worker's compensation coverage, the Vendor'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 for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Vendor shall not commence work until the City has received a certificate or certificates of insurance and endorsements evidencing the required insurance. Vendor shall be solely responsible to provide the City the 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. If insurance policies required are not provided to the City within thirty (30) days of the date requested, this Vendor Application and Agreement may be terminated.

10. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

11. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

12. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

13. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

14. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

15. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or it's designee.

16. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

17. PAYMENT. Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor 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 requeste records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
(d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor 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.
(e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT 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

19. SEVERABILITY. Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and 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. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES FOLLOW ON NEXT PAGE]

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.

2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.

3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.

4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org, as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. **Vendor agrees that the City is not required to make payment until the current Vendor Application is filed.**

Name of Vendor: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.

CITY OF PORT ORANGE PIGGYBACK AGREEMENT
for Goods and Services

Base Contract:
☐ **State of Florida**
☐ **Florida Sheriff's Association**
☐ **National Joint Powers Alliance ("NJPA")**
☐ **City/County of _____**
☐ **Other _____**

Department:	Click here to enter text.	
Base Contract BID/RFP/RFSQ Number:	Click here to enter text.	
Alternate Source Contract Number: *(Used for State Contracts)*	Click here to enter text.	
Contractor Name:	Click here to enter text.	
Contractor's Authorized Dealer:	Click here to enter text.	
Delivery/Installation/Product/Service Location:	Click here to enter text.	
Description:	Click here to enter text. Click here to enter text. Click here to enter text.	
Contract Initial Term/Term: *(check appropriate term and enter dates)*	☐ From: Click here to enter text. To: Click here to enter text. ☐Effective last date Agreement signed by Parties and shall continue until Click here to enter text.	
Contract Renewal Term: *(No. of Renewals and Term for each renewal)*	Click here to enter text. Click here to enter text.	
Authorization of Services: *(check one)*	☐ Written Purchase Order(s) ☐ Notice(s) to Proceed ☐ Task Authorization(s)	
Amount of City Expenditure per Fiscal Year *(10/1 to 9/30)* or Annually *(Contract execution date and term)*:	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text.	
Payment and Performance Bond *(Indicate if required)*	☐ Yes ☐ No	
Exhibits Attached to Contract *(excluding legal Exhibits, if any)*	☐ **Exhibit "1"** Contract History ☐ **Exhibit "2"** Insurance ☐ **Exhibit "3"** Task Authorization Example ☐ **Exhibit "4"** Cost/Quote ☐ **Exhibit "5"** Bond ☐ **Exhibit "6"** Subcontractors ☐ **Exhibit "7"** Other	
Contract Administrator:	Click here to enter text.	
Contractor's Authorized Agent Name Printed [i]:	Click here to enter text.	
Contractor's Complete Contact Information:	Principal Address:	Telephone: Fax: E-Mail:
Signature: Contractor's Authorized Agent [i]:		**Date:**

Contractor Notary Acknowledgment Block: *Seal/Stamp*

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___,
by _____, as _____ of _____, a _____ and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____ as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

Department Head Signature Acknowledges the following: *The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded to the City of Port Orange BoardSync Contract Management for recordation.*

Department Head Name, Title Printed:	Click here to enter text.	
Signature: Department Head		**Date:**
Signature: M.H. Johansson, City Manager		**Date:**
Attest: Robin L. Fenwick, CMC, City Clerk		**Date:**

[i] If this Agreement is signed by an individual not identified as the Chief Executive Officer of the Contractor 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.

*[CA*Click or tap here to enter text. *]*

This Piggyback Agreement ("Agreement") is entered into on the last date the Agreement is signed by the Parties, by and between the CITY OF PORT ORANGE, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and Contractor named on the first page of this Agreement (the "Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. The terms of the "Base Contract" with the entity as shown on the first page of this Agreement are incorporated herein by reference.

3. Agreement chronology and City insurance requirements are attached hereto as Exhibit "1" and Exhibit "2."

4. *Contractor Obligation*. Contractor agrees to honor the terms of the Base Contract, and to provide the City the specified goods, work, or services as more specifically described on the first page of this Agreement, and any Exhibits, attached hereto. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods, work, or services without written Purchase Order(s), and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement.

5. *Authorization for Services*.

(a) This Agreement standing alone does not authorize the purchase of any goods, work, or services, or require the City to place any orders for goods, work, or services. Authorization for the purchase of goods, work, or services shall be in the form of written Purchase Order(s) and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement, and signed by an authorized agent of the City. If applicable, a sample Task Authorization will be attached hereto as Exhibit "3." The City reserves the right to contract with other parties for the goods, work, or services contemplated by this Agreement, as determined in the City's sole and absolute discretion. Contractor shall provide and maintain a current vendor application as set forth on www.port-orange.org.

(b) The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms. The terms and conditions contained in a Supplemental Document, as defined herein after, to this Agreement shall only control if and when a Supplemental Document to this Agreement is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. In the event that a Contractor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined to include: Invitation to Bid ("ITB"), proposal, quote, and contract. Unless otherwise stated on the face of this Agreement, the terms and conditions as set forth in this Agreement shall apply.

6. *Manner and Place*: The work or services performed for this Agreement shall be in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way), as applicable, 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.

7. *Time and Essence*. Contractor acknowledges that time is of the essence for this Agreement.

8. *City Obligations*. In return for the goods, work, or services identified, the City agrees to compensate the Contractor at an amount subject to a limit up to but not to exceed the unit prices and/or amount, as set forth on the first page of this Agreement, and as may be further specified in Exhibit "4," attached hereto. The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30. The City's obligation to pay Contractor under this Agreement is limited to 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.

9. *Contract Administration*. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Agreement unless otherwise delegated in writing. For notice provisions, see Paragraph 35 of this Agreement 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 Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor 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 Contractor's negligent performance of the services furnished under this Agreement.

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

11. *Agreement Bond Documents*. When applicable, the following bond forms are an integral part of this Agreement and must be attached hereto as Exhibit "5," completed, signed, witnessed and notarized as indicated and returned with the signed Agreement:

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

All construction Agreements shall require one (1) original Bond in the form approved by the City Attorney. Engineer/Architect shall not require duplicate original bond documents in the draft construction documents and Agreement for the City. 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 by the City Attorney's office with the Clerk of Volusia County at Contractors expense.

12. *Additional Bond Security*. If any surety bond furnished in connection with this Agreement 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 Agreement.

13. *Subcontractors and Outside Associates and Consultants*. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Agreement will be limited to such individuals or firms as are specifically identified in Exhibit "6" to this Agreement and a task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

14. *Termination for Convenience of the City*.

(a) The parties agree that the City may terminate this Agreement, 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 Agreement, 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 Agreement not subject to the Notice;

(iii) terminate all sub-agreements except those made with respect to Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 30 of this Agreement concerning disputes.

15. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this Agreement, the Contractor shall include similar provisions in any sub-agreement, 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.

16. *Termination for Default*. Either party may terminate this Agreement, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

17. *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 Agreement.

(b) The Contractor further agrees to include in any sub-agreement for more than $10,000 entered into as a result of this Agreement, 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 sub-agreement, 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 sub-agreement, or this Agreement. The term sub-agreement 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 Agreement or any sub-agreement shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

18. *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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, 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 Agreement, and the Contractor may be subject to penalties under Section 119.10, 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

19. *Termination for Non-Appropriation of Funds*.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then the City may terminate this Agreement 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 Agreement was entered into. This provision shall survive any termination of the Agreement.

20. *An Agreement 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 herein.

21. *Assignability of Contract*. This Agreement may not be assigned by the Contractor to any other party without the express written approval of the City Council.

22. *Modifications or Changes to this Agreement*.

(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 Agreement 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 Agreement 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 Agreement.

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

(d) Contractor shall not perform any work described in any change order unless the City has budgeted and appropriated funds sufficient to cover the cost of such changes.

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

23. *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 Agreement to the contrary, nothing in this Agreement 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 Agreement 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.

24. *Warranties*. For the purchase of goods, Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement 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 Agreement conform to the standards required by this Agreement. 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 Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

25. *Additional Warranties*. For the purchase of goods, Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

26. *Inspection*. For the purchase of goods/supplies:

(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 Agreement, 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 Contract Administrator, 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 agreement or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Agreement for default as provided in the clause of this agreement entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Contract Administrator 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 Agreement. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Agreement 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 Agreement requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

27. *Liability for Loss or Damage*. 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 Agreement 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.

28. *Non-discrimination*. During the performance of this Agreement, 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) Contractor 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. Contractor shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. 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.

29. *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 Agreement and shall expressly require any subcontractor performing services pursuant to this Agreement 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 Agreement.

30. *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. 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.

31. *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.

32. *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.**

33. *Additional Provisions*.

(a) This Agreement includes all additional provisions as may have been outlined in the Base Contract and any attachments or exhibits to this Agreement, whether delivered herewith or subsequently

approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) In the event of a conflict between the Base Contract, and this Agreement, this Agreement shall control.

34. *Integration*. This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

35. *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: Contract Administrator, as listed on first page of Agreement
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Contractor name and contract information, as listed on first page of this Agreement

Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.

36. *Agreement 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 Contractor and the City until the City signs this Agreement.

37. *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]

Contract History

Click here to enter text.

[Remainder of this page intentionally left blank]

EXHIBIT "1"

Insurance

(a) Contractor shall maintain insurance during the life of this Agreement. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Contractor 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 Agreement effective date. Failure of the Contractor to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not relieve the Contractor from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Contractor 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 Agreement 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 Contractor shall notify the Contract Administrator and the Purchasing 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall be solely responsible to provide the City the 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 Agreements and shall reimburse the Contractor for the reasonable additional costs of increased coverage. The Contractor shall maintain the following coverages:

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation Additional Coverage:	Limits: Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	☐If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
☐	Officer(s) Exemption	***Documentation Required for Exemption: (must be attached to Purchase Order)*** ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $500,000 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 Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits: Auto Liability Body Injury: $200,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage

EXHIBIT "2"

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage</u>:	Limits: Buildings - Completed value of agreement. "All Risk" coverage on latest ISO form 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 minimum	
☐	Installation Floater (IT)	Limits: Coverage - $ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - $ <u>To be determined.</u>	
☐	Errors and Omissions	Limits: Coverage - $ <u>To be determined.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**Department Head waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Department Head waives Insurance for work under $_____, unless otherwise required by law.**		

[Remainder of this page intentionally left blank]

EXHIBIT "2"

TASK AUTHORIZATION NO. Click here to enter text.
Piggyback Agreement for Goods and Services dated Click here to enter text.
Between the City of Port Orange, Florida and Click here to enter text.

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 Click here to enter text., a Click here to enter text. with its principal place of business at Click here to enter text. ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement for Goods and Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Agreement." The Parties, in exchange for the mutual covenants contained herein and in the Base Contract, agree as follows:

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

2. The Click here to enter text. Department Head, Click here to enter text., or their designee, Click here to enter text., if applicable, shall perform contract administration for this Task Authorization No. Click here to enter text., and may be reached at Click here to enter text..

3. In addition to all other terms and conditions contained in the Agreement, 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 Click here to enter text. 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 "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $ Click here to enter text.. 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 than the 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.

EXHIBIT "3"

Witnesses:

_____

_____

Printed Name:_____

By:_____

Printed Name:_____

Title:_____

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

_____

Printed Name:_____

Date:_____

EXHIBIT "3"

Witnesses:

CITY OF PORT ORANGE

_____

Printed Name:_____

By:_____

M.H. Johansson, City Manager

_____

Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____

Printed Name:_____

By:_____

Robin L. Fenwick, CMC, City Clerk

_____

Printed Name:_____

Date:_____

EXHIBIT "3"

<Insert Cost/Quote>

EXHIBIT "4"

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

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]

EXHIBIT "5"

_____

Name of Project

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.

[MTR/sal 2015-02-10]

EXHIBIT "5"

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.

[MTR/sal 2015-02-10]

EXHIBIT "5"

List of Subcontractors

EXHIBIT “6”

Other

EXHIBIT "7"

METHOD OF PROCUREMENT PROCESS MAP



[Exempt purchases.] Purchases exceeding $25,000.00 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process and the city manager has approved waiving the formal bidding requirements, as follows:

(1) Maintenance and/or service contracts, on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental, lease or lease purchase agreement's terms and conditions.

(2) Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.

(3) Public or regulated utility services or government franchised services.

(4) Commodities or contractual services determined to only be available from a single source. The city shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven business days. The posted description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

(5) Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.

(6) Admission fees.

(7) Association fees and professional association dues.

(8) License fees and agreements.

(9) Media advertising (i.e., newspaper, radio, television, etc.).

(10) Permit fees.

(11) Petty cash replenishment.

(12) Postage.

(13) Registration fees.

(14) State fees (unemployment compensation).

(15) Travel reimbursement.

(16) Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to city-owned property.

(17) Supplies, equipment and vehicles purchased at a public auction.

(18) Purchases from other governmental agencies, including school boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.

(19) Purchase, sale, lease or rental of real property.

(20) Items for resale when purchased in compliance with the restrictions listed below:

a. Items purchased shall be exclusively for resale;

b. Items shall include brand name specifications significant to their retail sales appeal; and

c. Items, after reasonable expected resale, shall result in no cost to the city.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (B22) Designation of a Voting Delegate for the 91st Annual Florida League of Cities Conference

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to designate Mayor Donald O. Burnette to be the voting delegate for the City of Port Orange at the 91st Annual Conference for the Florida League of Cities.

SUMMARY: The Florida League of Cities 91st Annual Conference is scheduled for August 17-19, 2017 in Orlando. Each year, Council is asked to designate one official to be the voting delegate for the municipality. The mayor will be attending (at a minimum) and is customarily designated as the voting delegate when available.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Letter from FLC	FLC Letter.pdf

Robin Fenwick	Created/Initiated - 06/02/2017
Jake Johansson	Approved - 06/02/2017
Robin Fenwick	Final Approval - 06/02/2017

FLORIDA LEAGUE OF CITIES, INC.
301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 22, 2017

RECEIVED
MAY 24 2017
CITY OF PORT ORANGE
MAYOR

SUBJECT: 91st Annual FLC Conference
VOTING DELEGATE INFORMATION
August 17-19, 2017 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2016.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 14, 2017.**

Attachments: Form Designating Voting Delegate

President **Susan Haynie,** Mayor, Boca Raton
First Vice President **Gil Ziffer,** Commissioner, Tallahassee • Second Vice President **Leo E. Longworth,** Commissioner, Bartow
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

91st Annual Conference
Florida League of Cities, Inc.
August 17-19, 2017
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email *gdennard@flcities.com*

Important Dates

May 2017
Notice to Local and Regional League Presidents and Municipal Associations regarding the Resolutions Committee

June 2017
Appointment of Resolutions Committee Members

July 12th
Deadline for Submitting Resolutions to the League office

August 17th
Policy Committee Meetings
Voting Delegates Registration

August 18th
Resolutions Committee Meeting

August 19th
Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (C23) Derek LaMontagne - Save Spruce Creek - Wetland Resolution Draft Document and Basin Management Action Plan (BMAP) Discussion

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY: Derek LaMontagne will be presenting information regarding the Basin Management Action Plan and possible resolution to stop additional development in the vicinity of Spruce Creek.

Staff and the City Attorney met with Mr. LaMontagne to let him know about the Water Compact, the Roundtable of Elected Officials Subcommittee on Water Resources and other venues where his advocation would be brought to a wider audience. We also advised him that the City is not the regulatory agency for items that may be presented in his resolution regarding water quality in the watershed and that more than one municipality is a contributor to the watershed.

Mr. LaMontagne raises concerns that attempt to regulate lands that the City Council has previously reviewed and approved by ordinances. The City Council's ordinances include land use and zoning approvals for the privately-owned property. Any modification of the ordinance approvals requires an ordinance not a resolution. Mr. LaMontagne's request does not modify the ordinances. The request as currently presented is not consistent with the legal procedure and is not legally recommended.

This item was brought to City Council in a similar form in May of 2016. At that meeting Council did not support the resolution but directed Mr. LaMontagne's efforts on the Environmental Advisory Committee toward different objectives. Mr. LaMontagne is coming tonight as a citizen not as the Chair of the EAB.

The attached documents were provided by Mr. LaMontagne for inclusion in the agenda packet.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Colusia-Environmental Demand Letter	Volusia-Environmental-Demand-Letter.pdf
2.	Volusia Demand Letter Exhibits	Volusia-Demand-Letter-Exhibits.pdf

Robin Fenwick	Created/Initiated - 06/01/2017
Jake Johansson	Approved - 06/08/2017
Robin Fenwick	Final Approval - 06/08/2017

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beubanks@meyerglitz.com

February 3, 2016

By Certified Mail

Lieutenant General Thomas P. Bostick
United States Army Corps of Engineers
441 G Street NW
Washington, DC 20314

Dan Ashe, Director
United States Fish & Wildlife Service
1849 C Street NW
Washington, DC 20240

Sally Jewell, Secretary
United States Department of the Interior
1849 C Street NW
Washington, DC 20240

Gina McCarthy, Administrator
United States Environmental Protection Agency
1200 Pennsylvania Ave. NW 1101A
Washington, DC 20460

Heather McTeer Toney, Regional Administrator
U.S. Environmental Protection Agency Region 4
Sam Nunn Atlanta Federal Center
61 Forsyth Street, NW
Atlanta, GA 30303

Loretta Lynch, Attorney General
United States Department of Justice
950 Pennsylvania Ave NW
Washington, DC 20530

Jon Steverson, Secretary
Florida Department of Environmental Protection
3900 Commonwealth Blvd., MS 10
Tallahassee, FL 32399

RE: NOTICE OF VIOLATIONS OF THE ENDANGERED SPECIES ACT, THE NATIONAL ENVIRONMENTAL POLICY ACT, AND THE CLEAN WATER ACT IN CONNECTION WITH THE U.S. ARMY CORPS OF ENGINEERS' PIECEMEAL APPROVAL OF THE EXTENSION OF WILLIAMSON BOULEVARD AND ASSOCIATED DEVELOPMENT PROJECTS IN VOLUSIA AND BREVARD COUNTIES (SAJ-2103-01250; SAJ-2009-01219; SAJ-1998-1836; etc.)

On behalf of the Friends of Spruce Creek Preserve, Inc., Volusia-Flagler Sierra Club, Florida Sierra, 1,000 Friends of Florida, the Democratic Club of Northwest Volusia County, IDEAS For Us (IDEAS), and the Sweetwater Coalition of Volusia County, this letter provides notice that the United States Army Corps of Engineers ("the Corps") has violated and continues to violate various provisions of the Clean Water Act ("CWA"), the National Environmental Policy Act ("NEPA"), and the Endangered Species Act ("ESA"), as well as these statutes' implementing regulations, by failing to prepare an Environmental Impact Statement ("EIS") that

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considers all direct, indirect, and cumulative impacts from a suite of related projects in Volusia and Brevard Counties in Florida, and by failing to enter into formal consultation with the United States Fish and Wildlife Service ("FWS" or "the Service") regarding these projects' impacts on federally threatened and endangered species.

Several related projects in Volusia County aim to open a swath of undisturbed, ecologically valuable land to development and urban sprawl from cities along Florida's eastern coast. These projects include the extension of Williamson Boulevard from its current terminus near Airport Road south to SR 5A near the unincorporated community of Farmton, Florida; the addition of a new interchange from Interstate 95 to Pioneer Trail; the widening of Interstate 95 in the vicinity of Pioneer Trail; the residential and commercial "Woodhaven" development; the Ocean Gate Commerce Center; the Restoration Development of Regional Importance; and the Farmton Local Plan, which includes residential and commercial development in the nation's largest wetlands mitigation bank. Collectively, this letter refers to this suite of projects as the "Volusia County Development Projects."[1]

The extension of Williamson Boulevard and the Volusia County Development Projects require a comprehensive, integrated evaluation by the Corps and FWS. However, to date, the Corps has never analyzed these projects together, depriving both the agency and the public of the thorough analysis of environmental impacts that the Corps has a statutory duty to provide. Instead, the Corps has proceeded by authorizing projects in a piecemeal fashion, having prepared only a single inadequate environmental analysis that willfully ignored the significance of these interrelated projects. As described in detail below, this pattern of piecemeal approval and cursory environmental analysis violates several federal environmental laws.

This letter provides formal notice to the Corps of its violations of the Endangered Species Act and the Clean Water Act. In addition, this letter describes how the Corps' piecemeal approach to permitting these various projects has violated, and continues to violate, the National Environmental Policy Act. The Corps' piecemeal approval of individual projects, and its deliberate disregard for obvious indirect and cumulative impacts, constitute clear legal violations.

While we believe that we would prevail if this matter must be litigated, our intention is that this letter will lead the Corps to seriously consider these concerns, to prepare a comprehensive EIS and enter into the formal section 7 consultation process with FWS that the ESA requires, and to respond within sixty days to discuss the concrete steps the agency will take to remedy these violations in order to avoid litigation.

[1] Two projects described below have impacts in Brevard County: the Farmton Local Plan and the southernmost extension of Williamson Boulevard (there called Deering Parkway). However, because the vast majority of these projects and their impacts will occur in Volusia County, this letter collectively refers to all projects as "Volusia County Development Projects."

I. STATUTORY AND REGULATORY FRAMEWORK

A. The Clean Water Act

Congress designed the Clean Water Act ("CWA"), 33 U.S.C. § 1251 *et seq.*, to "restore and maintain the chemical, physical, and biological integrity of the Nation's waters." *Id.* § 1251(a). Generally, the CWA prevents the discharge of pollutants into the waters of the United States, including the discharge of dredged or fill materials into jurisdictional wetlands. *Id*. § 1362(6). Under Section 404 of the Act, the U.S. Army Corps of Engineers has the authority to issue permits, "after notice and opportunity for public hearings for the discharge of dredged or fill materials" into wetlands under limited, specific circumstances. *Id.* § 1344.

When deciding whether to grant a permit to fill wetlands, the Corps must follow a certain procedure spelled out in the agency's implementing regulations. First, if a project is not water dependent, the Corps must presume that practicable alternatives exist that do not require damage to wetlands, unless the permit applicant clearly demonstrates otherwise. 40 C.F.R. § 230.10(a)(3). The Corps must not issue a permit to fill wetlands if a less environmentally damaging practicable alternative exists. *Id.* § 230.10(a).

Granting a permit for a project to fill wetlands requires the Corps to engage in a thorough analysis of the project's impacts on the "complete and interrelated wetland area" in addition to the project's more general environmental impacts. 33 C.F.R. § 320.4(b)(3). In addition to the more general environmental analysis that NEPA requires (described below), the Corps' own regulations require the agency to recognize and analyze the extent to which "the cumulative effects of numerous piecemeal changes can result in a major impairment of wetland resources." *Id.* To that end, "the particular wetland site for which an application is made *will be evaluated* with the recognition that it may be part of a complete and interrelated wetland area." *Id.* (emphasis added).

The Corps must also ensure that any application to fill wetlands will comply with the Environmental Protection Agency's ("EPA's") regulatory "Guidelines" for section 404(b)(1) of the CWA. 33 C.F.R. § 323.6(a); 40 C.F.R. pt. 230. These regulations make clear that "filling operations in wetlands" are "among the most severe environmental impacts" covered by CWA regulations. 40 C.F.R. § 230.1(d). The regulations' "guiding principle should be that degradation or destruction of special sites," such as wetlands, "may represent an irreversible loss of valuable aquatic resources." *Id.* Thus, "[f]undamental to [EPA's] Guidelines is the precept that dredged or fill material should not be discharged into the aquatic ecosystem unless it can be demonstrated that such a discharge will not have an unacceptable adverse impact either individually *or in combination with known and/or probable impacts of other activities affecting the ecosystems of concern*." *Id.* § 230.1(c) (emphasis added).

The EPA's Guidelines further require the Corps to address a project's cumulative impacts. As the Guidelines define the term, "[c]umulative impacts are the changes in an aquatic ecosystem that are attributable to the collective effect of a number of individual discharges of dredged or fill material." 40 C.F.R. § 230.11(g). The Corps must consider these cumulative

impacts "to the extent reasonable and practical." *Id.* § 230.11(g)(2). Further, the Corps "*shall* collect information and solicit information from other sources [than the permit applicant] about the cumulative impacts on the aquatic ecosystem." *Id.* (emphasis added). The Corps must "document[] and consider[]" all this information about cumulative impacts "during the decision-making process concerning the evaluation of individual permit applications." *Id.* Thus, when considering an application for a permit to fill wetlands, the Corps must collect and consider information about the cumulative impacts to the aquatic ecosystem from that project and others.

Under the EPA's regulatory Guidelines, "[n]o discharge of dredged or fill material shall be permitted if it . . . jeopardizes the continued existence of species listed as endangered or threatened under the [ESA] or results in the likelihood of destruction or adverse modification of [critical habitat]." 40 C.F.R. § 230.11(b)(3).

B. The Endangered Species Act

The ESA "represent[s] the most comprehensive legislation for the preservation of endangered species ever enacted by any nation." *Tenn. Valley Auth. v. Hill*, 437 U.S. 153, 180 (1978). Section 9 of the ESA prohibits any "person" from "taking" any member of an endangered or threatened species. 16 U.S.C. § 1538(a). Where federal action is involved, including federal funding or approval for a project that is likely to take or otherwise impact listed species, the action agency must engage in consultation under section 7 of the ESA. 16 U.S.C. § 1536.

If a federal agency's action may affect a threatened or endangered species or its critical habitat, the agency taking that action ("the action agency") must enter into consultation with either the U.S. Fish & Wildlife Service ("FWS" or "the Service") or the National Marine Fisheries Service ("NMFS"). *Id.*[2] To determine the necessary level of input from the FWS or NMFS, the action agency may elect to undergo "informal consultation," which is defined as "an optional process that includes all discussions, correspondence, etc., between the Service and the Federal agency . . . designed to assist the Federal agency in determining whether formal consultation or a conference is required." 50 C.F.R. § 402.13. If the action agency determines that a project is not likely to adversely affect a protected species "*with the written concurrence of the Service*," then informal consultation concludes. *Id.* (emphasis added). However, if an action is likely to adversely affect a protected species, then the action agency must enter into the more rigorous process of formal section 7 consultation. *Id.* § 402.14(a). Formal consultation requires extensive participation by FWS or NMFS and culminates in a biological opinion as to whether the project will likely jeopardize the continued existence of a protected species or destroy or adversely modify its critical habitat. *Id.* § 402.14.

C. The National Environmental Policy Act

NEPA is the "basic national charter for protection of the environment." 40 C.F.R. § 1500.1 NEPA's "national policy" is to "encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the

[2] The FWS is the appropriate agency to consult regarding freshwater or land-based species, while the NMFS is the appropriate agency to consult regarding marine or anadromous species. *See* 50 C.F.R. § 402.01.

environment . . . [and] enrich the understanding of the ecological systems and natural resources important to the nation . . . ." 42 U.S.C. § 4321. In enacting NEPA, Congress expressly recognized "the profound influences of population growth [and] high-density urbanization . . . ." *Id.* § 4331(a). To guard against environmental damage, Congress required all federal agencies to prepare a "detailed statement" for each "major federal action significantly affecting the quality of the human environment" that includes "the environmental impact of the proposed action" as well as a thorough consideration of alternatives to the proposed action. *Id.* § 4332(c).

In light of NEPA's mandates, the Supreme Court has reasoned that NEPA is "intended to reduce or eliminate environmental damage and to promote 'the understanding of the ecological systems and natural resources important to' the United States." *Dep't of Transp. v. Pub. Citizen*, 541 U.S. 752, 756 (2004) (quoting 42 U.S.C. § 4321).

To achieve NEPA's goals, federal agencies may employ two mechanisms to evaluate the environmental impacts of federal actions—an Environmental Assessment ("EA") and an EIS. *See* 42 U.S.C. § 4332(c); 40 C.F.R. §§ 1508.9, 1508.11. These procedural mechanisms are designed to inject environmental considerations "in the agency decision making process itself," and to "'help public officials make decisions that are based on understanding of environmental consequences, and take actions that protect, restore, and enhance the environment.'" *Pub. Citizen*, 541 U.S. at 768-69 (quoting 40 C.F.R. § 1500.1(c)). Therefore, "NEPA's core focus [is] on improving agency decisionmaking," *Pub. Citizen*, 541 U.S. at 769 n.2, and specifically on ensuring that agencies take a "hard look" at potential environmental impacts and environmentally enhancing alternatives "as part of the agency's process of deciding whether to pursue a particular federal action," *Balt. Gas and Elec. Co. v. Natural Res. Def. Council*, 462 U.S. 87, 100 (1983).

The alternatives analysis "is the heart" of an EIS or EA. 40 C.F.R. § 1502.14. NEPA's implementing regulations require that the decision making agency "present the environmental impacts of the proposal and the alternatives in comparative form, thus sharply defining the issues and providing a clear basis for choice among options by the decision maker and the public." *Id.* Importantly, the NEPA process "shall serve as the means of assessing the environmental impact of proposed agency actions, *rather than justifying decisions already made*." 40 C.F.R. § 1502.2(g) (emphasis added); *see also id.* § 1502.5 (requiring that NEPA review "shall be prepared early enough *so that it can serve practically as an important contribution to the decision making process* and *will not be used to rationalize or justify decisions already made*") (emphasis added).

An agency must prepare an EIS for every "major Federal action significantly affecting the quality of the human environment." 42 U.S.C. § 4332(c). Under NEPA's implementing regulations, "significance" requires consideration of both context and intensity. 40 C.F.R § 1508.27. "Context" considerations include the affected region, interests, and locality, varying with the setting of the action, and include both short and long-term effects. *Id.* § 1508.27(a). "Intensity" refers to the severity of impact, including impacts that may be both beneficial and adverse; unique characteristics of the geographic area, such as proximity to wetlands, wild and scenic rivers, or ecologically critical areas; the degree to which the effects on the quality of the human environment are likely to be highly controversial; the degree to which the action may

establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration; whether the action is related to other actions with individually insignificant but cumulatively significant impacts; the degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act; and whether the action threatens a violation of federal law imposed for the protection of the environment. *See* 40 C.F.R. § 1508.27(b). Where an action is not expected to result in a significant environmental impact, the agency must still prepare an EA and make a finding of no significant impact ("FONSI"). *Id.* §§ 1508.9, 1501.3.

Under NEPA, to determine the proper scope of an EIS, an agency "shall consider 3 types of actions," including connected actions, cumulative actions, and similar actions. *Id.* § 1508.25. Connected actions are those that "[a]utomatically trigger other actions which may require environmental impact statements . . . [,] cannot or will not proceed unless other actions are taken previously or simultaneously . . . [,] or are interdependent parts of a larger action and depend on the larger action for their justification." *Id.* § 1508.25(a)(1). Cumulative actions are those that "with other proposed actions have cumulatively significant impacts." *Id.* 1508.25(a)(2). And similar actions "when viewed with other reasonably foreseeable or proposed agency actions have similarities that provide a basis for evaluating their environmental consequences together." *Id.* § 1508.25(a)(3). An agency should analyze similar actions together "when the best way to assess adequately the combined impacts of similar actions or reasonable alternatives to such actions is to treat them in a single impact statement." *Id.*

To comply with NEPA, a federal agency must also consider all direct and indirect impacts associated with a federal action. 40 C.F.R. § 1508.8. Direct effects "are caused by the action and occur at the same time and place." *Id.* § 1508.8(a). Indirect effects "are caused by the action and are later in time, but are still reasonably foreseeable." *Id.* § 1508.8(b). As particularly relevant here, "[i]ndirect effects may include *growth inducing effects* and other effects related to induced changes in the patterns of land use, population density or growth rate, and related effects on air and water and other natural systems, including ecosystems." *Id.* (emphasis added).

A federal agency must also consider all of a federal action's cumulative impacts. A cumulative impact is "the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions." 40 C.F.R. § 1508.7. "Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time." *Id.*

II. DEVELOPMENT IN VOLUSIA COUNTY

A. The Affected Environment

The Volusia County Development Projects will take place on a swath of currently rural, undeveloped land roughly twenty miles long.[3] The land consists of a mixture of wetlands and upland parcels, which currently provide valuable habitat for an array of species, including some protected under the Endangered Species Act. According to Volusia County's Comprehensive Plan, the area "contains expanses of relatively uninterrupted environmentally sensitive areas which need to be managed as part of a system."[4] The area threatened with development is just such an expanse of undisturbed environmentally sensitive land. Additionally, this swath of land has particular environmental value because of its connection with lands preserved for conservation.[5] These lands include the Doris Leeper Spruce Creek Preserve, the Longleaf Pine Preserve, the Wiregrass Prairie Preserve, the Buck Lake Conservation Area, and the Merritt Island National Wildlife Refuge.[6] Development of lands that are environmentally valuable in part for their connection to conserved lands has the negative effects of both direct environmental destruction and degradation of existing conservation lands, which suffer from erosion of their environmental value as they become surrounded by human development.

Additionally, the swath of land threatened with development is ecologically and hydrologically connected to Spruce Creek. Despite being listed as an Outstanding Florida Water, Spruce Creek currently suffers from pollution from fecal coliform, mercury, and copper.[7] Additionally, Spruce Creek is managed under a Total Maximum Daily Load ("TMDL") for Dissolved Oxygen and Nutrients, and another TMDL for fecal coliform.[8] The extension of Williamson Boulevard from Airport Road to Pioneer Trail and the neighboring Woodhaven

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[3] *See* Ex. 1 (depicting the undeveloped, wooded action area for the extension of Williamson Boulevard and the Volusia County Development Projects).

[4] GROWTH & RES. MGMT. DEP'T, COMPREHENSIVE PLANNING DIV., VOLUSIA COUNTY COMPREHENSIVE PLAN 4 (2014) [hereinafter VOLUSIA CNTY. COMPREHENSIVE PLAN], *available at* http://www.volusia.org/core/fileparse.php/5561/urlt/Chapter-1-Future-Land-Use-Element.pdf.

[5] *See, e.g.*, Memorandum from Lee Kissick, Sr. Regulatory Scientist, St. Johns River Water Mgmt. Dist., to Pioneer CDD 4 (June 5, 2013) [hereinafter SJRWMD Memo] (noting that "[m]uch of the ecological value that on-site habitats now have can be attributed to their connection to expansive natural habitats beyond the project") (attached as Ex. 2).

[6] *See* Volusia County, *Conservation Lands Map*, VOLUSIA CNTY, FLA., http://www.volusia.org/services/growth-and-resource-management/environmental-management/land-management/conservation-lands-map/ (last visited Jan. 12, 2016).

[7] *See Statewide Comprehensive Verified List of Impaired Waters*, FLA. DEP'T OF ENVTL. PROT. (Jan. 7, 2016), *available at* http://www.dep.state.fl.us/water/watersheds/assessment/a-lists.htm (confirming that as of 2014, Spruce Creek suffered from these forms of pollution).

[8] *See Final TMDL Documents*, FLA. DEP'T OF ENVTL. PROT. (Jan. 8, 2016), *available at* http://www.dep.state.fl.us/water/tmdl/final_tmdl.htm.

development are located in the drainage basin for Spruce Creek, the majority of which is already developed.[9] Additionally, Spruce Creek has hydrological connections as far south as the Farmton Tract, which means that the entire swath of land to be developed under all the projects at issue here is within Spruce Creek's drainage basin.[10]

Similarly, the land threatened with development includes portions of the Farmton Tract, which is where the Farmton Mitigation Bank is located. The Farmton Mitigation Bank is the nation's largest wetlands mitigation bank, including 24,323 acres divided into three sites.[11] This mitigation bank is "expected to be a very long-term bank" that "provide[s] restoration, enhancement, and preservation of wetlands and uplands."[12] The Farmton Mitigation Bank's enabling instrument reflects an agreement between the landowner and the Army Corps, the EPA, and the FWS—i.e., agencies that help comprise the Mitigation Bank Review Team responsible for oversight of the Bank's operations.[13] The enabling instrument describes the environmental value of the Bank as follows:

> In addition to the self-contained ecological value of the Farmton Mitigation Bank, the bank is a valuable component of the natural corridor system that is being established along the St. Johns River. It is significant to the regional ecosystem not only because of its large size, but also because it is adjacent to other conservation lands . . . . It consists of a major network of wildlife corridors extending from the east side of the St. Johns River to Crane Swamp and Spruce Creek Swamp (the headwaters of Spruce Creek). Numerous Listed Species (endangered and threatened) have been identified within each of the Bank sites. Much of the value of the bank lies in this fact: without the bank, most of the land could be used in perpetuity for either forestry or development.[14]

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[9] *See* SJRWMD Memo., *supra* note 5**Error! Bookmark not defined.**, at 3 (noting that "[t]he proposed project is located within Spruce Creek special basin") (Ex. 2); ENGLAND-THIMS & MILLER, INC., S. WILLIAMSON BLVD. EXTENSION ENVIRONMENTAL RESOURCE PERMIT APPLICATION 5 (May 2013) (noting that both western and eastern basins on the development site eventually drain to Spruce Creek) (relevant portions attached as Ex. 3); *see also Final TMDL Documents*, *supra* n. 8, at 16 fig. 4.3.

[10] MIAMI CORP. & FARMTON CONSERVATION TASK FORCE, FARMTON CONSERVATION MANAGEMENT PLAN 71 (2013) [hereinafter FARMTON CONSERV. MGMT. PLAN], *available at* http://www.volusia.org/core/fileparse.php/5034/urlt/farmtonconservationmanagementplanfinal.pdf (noting that the headwaters for Spruce Creek is within the North Bank of the Farmton Mitigation Bank).

[11] *RIBITS*, U.S. ARMY CORPS OF ENG'RS, https://ribits.usace.army.mil/ribits_apex/f?p=107:10:15913036616956::NO::P10_BANK_ID:132 (last visited Jan. 12, 2016).

[12] MIAMI CORP., FARMTON MITIGATION BANK ENABLING INSTRUMENT 2, 4 (June 7, 2000) [hereinafter FARMTON ENABLING INSTRUMENT] (relevant portions attached as Ex. 4).

[13] *Id.* at tit. p.

[14] *Id.* at 3.

Despite having designed the bank to persist over the long-term and despite noting that its value includes connections to other conserved lands, the Farmton Mitigation Bank is now threatened with development. The Farmton Tract that includes the Bank consists of roughly 59,000 acres.[15] Of the larger Farmton Tract, over 15,000 acres are slated for residential and commercial development—including some lands that are currently protected within the Bank itself.[16]

The ecosystem imperiled by the Volusia County Development Projects also includes habitat for numerous listed species. For example, the FWS has indicated that development in the Farmton Tract will require consultation under section 7 of the ESA.[17] The Farmton Mitigation Bank's enabling instrument similarly acknowledged the presence of "numerous Listed Species."[18] The FWS has also indicated that as many as 18 ESA-listed species could be affected by the Volusia County Development Projects.[19]

Finally, the ecosystem at issue also includes wetlands with very significant environmental values. In addition to including the largest wetlands mitigation bank and much of the watershed for the Outstanding Florida Water of Spruce Creek, the ecosystem also contains Aquatic Resources of National Importance. After reviewing the 5,187 acre site of Restoration project, the EPA stated that "over two thirds of the proposed impact area is comprised of functional and high quality wetlands."[20] These wetlands "perform many valuable ecological functions, including providing fish and wildlife habitat, food chain support, natural water quality improvement, and flood storage."[21] This area includes 329 acres of cypress-forested wetlands that "[t]he EPA considers . . . to be of sufficient quantity . . . and quality to be considered Aquatic Resources of National Importance (ARNI) because they provide nesting, roosting, and feeding sites for a wide variety of wildlife species, as well as filtering upland runoff and providing groundwater recharge of the aquifer when the adjacent water table drops during drought periods."[22] Thus, the ecosystem at issue includes wetlands that have unique traits making them significant at a national level.

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[15] *See* FARMTON CONSERV. MGMT. PLAN, *supra* note 10, at 3 (depicting the larger Farmton Tract, the three parcels of the Farmton Mitigation Bank, and the proposed developments).

[16] VOLUSIA CNTY. COMPREHENSIVE PLAN, *supra* note 4, at 106.

[17] FARMTON CONSERV. MGMT. PLAN, *supra* note 10, at 32–33 (noting and depicting that all or much of the Farmton Tract is within a consultation area for the Florida Scrub Jay, the Crested caracara, and the Everglades Snail Kite) (relevant portions attached as Ex. 5).

[18] FARMTON ENABLING INSTRUMENT, *supra* note 12, at 3 (Ex. 4).

[19] U.S. FISH & WILDLIFE SERV., LIST OF THREATENED AND ENDANGERED SPECIES THAT MAY OCCUR IN YOUR PROPOSED PROJECT LOCATION, AND/OR MAY BE AFFECTED BY YOUR PROPOSED PROJECT 3 (Dec. 17, 2015) [hereinafter AFFECTED SPECIES LIST] (attached as Ex. 6).

[20] Letter from James D. Giattina, Director, Water Prot. Div., U.S. EPA, to Col. Alan M. Dodd, U.S. Army Corps of Eng'rs 2 (Nov. 9, 2012) (attached as Ex. 7).

[21] *Id.*

[22] *Id.*

B. The Volusia County Development Projects

1. The Extension of Williamson Boulevard

Currently, Williamson Boulevard begins at West Granada Boulevard (SR 40) in Ormond Beach, Florida and runs to its current terminus near Airport Road in Port Orange, Florida. However, plans exist to extend Williamson Boulevard more than twenty miles south into Brevard County to reach the existing interchange between Interstate 95 and State Road ("SR") 5A.[23] The entire length of the proposed extension is all part of a larger set of plans to enable development west of Interstate 95, as documented by the fact that the proposed length of Williamson Boulevard will pass directly through or alongside major development projects, described below. Without the extension of Williamson Boulevard, these development projects will not take place. The Corps has acknowledged this, noting that the extension of Williamson Boulevard is "a key component of [a] future transportation network" that will enable "future development and population growth."[24]

The Corps has never undertaken any comprehensive environmental review of the entire extension of Williamson Boulevard, but it has issued piecemeal approvals for critical components of that extension. In particular, the Corps has issued a permit to fill wetlands during the construction of a publicly funded 2.3-mile extension of Williamson Boulevard between Airport Road and Pioneer Trail, which is the northernmost extension of the road. Construction of this 2.3-mile extension is now underway. Similarly, the Corps issued an administrative approval for development activities in the unincorporated community of Farmton, Florida, where the southernmost portion of Williamson Boulevard will be built.[25] In short, the Corps has approved the northern and southern portions of the planned extension of Williamson Boulevard without ever examining the extension in its entirety.

2. New Interchange at I-95 and Pioneer Trail and Widening of Interstate 95

Volusia County is currently working with the Florida Department of Transportation to obtain necessary federal permits to develop a new interchange between Interstate 95 and Pioneer

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[23] *See Farmton Spine Network Map*, VOLUSIA CNTY., FLA. (July 9, 2014 11:15 AM), http://www.volusia.org/services/growth-and-resource-management/planning-and-development/long-range-planning/upcoming-items/farmton/index-farmton.stml (attached as Ex. 8) (containing maps prepared by the Florida Department of Transportation and Volusia County that depict the proposed route for Williamson Boulevard along with associated development).

[24] U.S. ARMY CORPS OF ENG'RS, DEPARTMENT OF THE ARMY ENVIRONMENTAL ASSESSMENT AND STATEMENT OF FINDING FOR PERMIT APPLICATION SAJ-2013-01250 (SP-JCP) § 5.2 (2015) [hereinafter ENVTL. ASSMT.].

[25] *See* Ex. 9 (containing the Corps' approval of a modification of the Farmton Mitigation Bank Enabling Instrument necessary to allow the Farmton Local Plan to proceed); VOLUSIA CNTY. COUNCIL, INTERCHANGE JUSTIFICATION REPORT (IJR): INTERSTATE-95 AND PIONEER TRAIL 1-2 (Sept. 2015) [hereinafter INTERCHANGE JUSTIFICATION REPORT] (attached as Ex. 10) (containing a motion by the Corps in ongoing litigation about the approval in Exhibit 9 revealing the Corps' intent to move for a voluntary remand to allow the agency to come into compliance with NEPA).

Trail.[26] The construction of this new interchange is inextricably linked with the extension of Williamson Boulevard and the other Volusia County Development Projects. As the Daytona Beach News-Journal aptly summarized, "Volusia County and Port Orange want a new interchange on Interstate 95 *that would complement a sprawling new development planned around a new extension of Williamson Boulevard*."[27] Indeed, the new interchange relies for its justification on extension of Williamson Boulevard and the planned Woodhaven development. In the words of Volusia County Councilman Pat Patterson, "[a] development that size, you need that interchange there."[28] Similarly, Volusia County has stated that the "continuation of Williamson Boulevard . . . will also support efforts for a future I-95 interchange at Pioneer Trail."[29] Additionally, the Interchange Justification Report for the new interchange relies on "a significant amount of development plans" and states that the interchange will enhance the potential for local economic development.[30] In other words, the interchange makes sense only in the context of the Volusia County Development Projects and aims to facilitate that development. The Florida Department of Transportation recently received comments from the Federal Highway Administration indicating that a NEPA review is necessary before this process may proceed.[31]

Additionally, the Florida Department of Transportation reports that projects to widen Interstate 95 from Daytona Beach to Titusville are currently underway.[32] Because these interstate-widening projects will enhance regional transportation options, they call into question the need for any extensions of Williamson Boulevard.

3. The Woodhaven Development

Woodhaven is a proposed mixed-use development of roughly 1,400 residential units and 650,000 square feet of commercial property. Woodhaven is located directly adjacent to the extension of Williamson Boulevard between Airport Road and Pioneer Trail and depends upon

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[26] *See* Email from Martha Hodgson, Fla. Dep't of Transp., to Nick Lawton, Meyer Glitzenstein & Eubanks (Jan. 11, 2015) (confirming that FHWA received and issued comments on a proposal for developing a new interchange at Interstate 95 and Pioneer Trail) (attached as Ex. 11).

[27] *Volusia County Wants New I-95 Interchange at Pioneer Trail*, DAYTONA BEACH NEWS-JOURNAL, Mar. 14, 2013, http://www.news-journalonline.com/article/20130314/news/130319890 (emphasis added).

[28] *Id.*

[29] Volusia Cnty. Council Res. 29A (Fla. Mar. 21, 2013) (Pioneer Trail Interchange Resolution) (attached as Ex. 12).

[30] INTERCHANGE JUSTIFICATION REPORT, *supra* note 25, at 1-2 (Ex. 10).

[31] *Supra* note 26.

[32] Fla. Dep't of Transp., *242715-2 I-95 Widening and Systems Interchange Reconstruction Design-Build from North of SR 44 to North of US 92*, Cent. Fla. Roads (Jan. 8, 2016), http://www.cflroads.com/project/242715-2/I-95_Widening_and_Systems_Interchange_Reconstruction_Design-Build_from_North_of_SR_44_to_North_of_US_92; Fla. Dep't of Transp., *406869-8 I-95 Widening from South of SR 406 to North of SR 44*, Cent. Fla. Roads (Jan 13, 2016), http://www.cflroads.com/project/406869-8/I-95_Widening_from_South_of_SR_406_to_North_of_SR_44.

the construction of the road for its viability. The extended Williamson Boulevard will provide the main access to the Woodhaven development.[33] Indeed, Volusia County has described the extension of Williamson Boulevard from Airport Road to Pioneer Trail as a "road through the Woodhaven development."[34] Moreover, the developer itself confirmed that "development of [Woodhaven] . . . will necessitate the reconstruction and extension of Williamson Boulevard."[35] As the Daytona Beach News Journal summarized, the extended Williamson Boulevard "will open the door for development of the Woodhaven subdivision."[36] Indeed, Woodhaven's developer is timing the project to "be ready for construction when the road is complete."[37] Thus, the Woodhaven development would not proceed but for the extension of Williamson Boulevard.

4. Ocean Gate Commerce Center

The Ocean Gate Commerce Center is a planned development of 188 acres at the southwestern corner of the intersection between Interstate 95 and State Road 44 that will include roughly 975,000 square feet of commercial and industrial development.[38] The City of New Smyrna Beach has reviewed and approved the site plan for this development,[39] which indicates that the extended Williamson Boulevard will pass directly through the Commerce Center, providing the primary access point for the development.[40] Thus, the Commerce Center's own development plan indicates that the extended Williamson Boulevard is essential to provide access to the proposed commercial and industrial development, revealing that the development would not proceed without the extension of Williamson Boulevard.

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[33] Cmty. Dev. Dep't, Port Orange Cnty., Port Orange Comprehensive Plan 1-28 (2010), *available at* https://www.port-orange.org/community_development/planning/proposedear/policy/Chapter%201%20-%20Future%20Land%20Use%20Element.pdf (Policy 3.2.3); *see also* Ex. 13 (Stanaki Property Proposed Future Land Use Map) (depicting the Woodhaven development containing residential development accessible *only* from the Williamson Boulevard extension).

[34] *See* Volusia Cnty. Council Res. 29A (Fla. Mar. 21, 2013), at 1 (Ex. 12).

[35] Volusia Cnty. Council Budget Resolution VC-1328036581865-A (Fla. Feb. 9, 2012), at 03-3 (attached as Ex. 14).

[36] Chris Graham, *Williamson Extension Could Open Up Southeast Volusia Development*, DAYTONA BEACH NEWS-JOURNAL, Aug. 18, 2015, http://www.news-journalonline.com/article/20150818/news/150819571.

[37] Chris Graham, *$15.8 million Williamson Boulevard extension between Port Orange and New Smyrna Beach moves forward*, DAYTONA BEACH NEWS-JOURNAL, Aug. 20, 2015, http://www.news-journalonline.com/article/20150820/NEWS/150829939.

[38] CITY OF NEW SMYRNA, BEACH DEVELOPMENT ACTIVITY REPORT 2, 6 (Dec. 2015), *available at* http://cityofnsb.com/ArchiveCenter/ViewFile/Item/2079.

[39] *Id.*

[40] *See* OCEAN GATE COMMERCE CTR., GENERAL DEVELOPMENT PLAN Exhibit B (depicting how Williamson Boulevard will provide primary access to the development) (attached as Ex. 15).

5. The Restoration Development of Regional Impact

"Restoration" is a very large proposed "Development of Regional Impact" that will include between 3,185 and 8,500 residential units, as well as between 1,250,000 square feet and 3,300,000 square feet of commercial development.[41] As do the other projects described above, Restoration's development relies on the extension of Williamson Boulevard. In fact, "Williamson Boulevard is to be the primary north-south transportation corridor within the Restoration" development.[42] The City of Edgewater intends for Williamson Boulevard's extension to be designed to facilitate the development of Restoration: "The design, dimensions, and alignment of Williamson Boulevard shall be driven by the requirement that it support the overall need for continuous, direct, and efficient vehicular movement from surrounding areas of the City and County through the Restoration" development.[43] Thus, the Restoration Development of Regional Impact will not proceed without the extension of Williamson Boulevard.

6. The Farmton Local Plan

Farmton is the largest of the proposed Volusia County Development Projects. With roughly 15,000 acres slated for development, the Farmton Local Plan (the master plan for this development) notes that it will feature up to 23,100 residential units and 4,700,000 square feet of commercial development.[44] The planned development will abut each of the three sections of the Farmton Mitigation Bank.[45] As with the other Volusia County Development Projects, Williamson Boulevard is indispensable to the development of the Farmton Local Plan. In fact, a map prepared by the Volusia County Growth and Resource Management Department depicts an extended Williamson Boulevard passing directly through most of the Farmton Local Plan's proposed development, providing the main component of the development's transportation network. Thus, the Farmton Local Plan will not proceed without the extension of Williamson Boulevard.

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[41] CITY OF EDGEWATER, COMPREHENSIVE PLAN: FUTURE LAND USE, RESTORATION SUSTAINABLE COMMUNITY DEVELOPMENT DISTRICT SUB-ELEMENT 7–10 (describing the minimum and maximum development levels in the various land use designations within Restoration, which "shall be required"), *available at* http://www.cityofedgewater.org/attachments/article/341/Chpt%201%20-%20Future%20Land%20Use%20GOPS.pdf.

[42] *Id.* at 27.

[43] *Id.*

[44] VOLUSIA CNTY. COMPREHENSIVE PLAN, *supra* note 4, at 128 (detailing the Farmton Local Plan).

[45] FARMTON CONSERV. MGMT. PLAN, *supra* note 10, at 3 (depicting the developments in relation to the Farmton Mitigation Bank parcels) (Ex. 5).

C. Numerous Comments on the Volusia County Development Projects

The Army Corps has received numerous comments regarding the projects described above calling for the agency to prepare an EIS for the entirety of the Williamson Boulevard extension that includes analysis of the road extension's cumulative impacts and direct and indirect impacts, including enabling the Volusia County Development Projects:

- April 8, 2012: The Volusia-Flagler Group of the Sierra Club ("Sierra Club") and the Edgewater Citizens Alliance for Responsible Development ("ECARD") submitted comments to the Corps questioning the scientific quality of modeling for the Restoration project (at the time called Hammock Creek Green), offering a professional environmental engineer's analysis of impacts and practicable alternatives, and calling for the Corps to analyze all cumulative impacts and direct and indirect effects.

- November 9, 2012: ECARD and the Sierra Club submitted comments on the Restoration project, calling for the Corps to develop an EIS for the project and noting likely impacts on the Farmton Mitigation Bank and the headwaters of Spruce Creek.

- January 22, 2013: ECARD and the Sierra Club submitted comments regarding a proposal to remove 374.77 acres of wetlands from the North Bank of the Farmton Mitigation Bank, as well as a pending application to fill roughly 574 acres of wetlands in the Restoration project site. These comments noted that the Farmton and Restoration development plans both depend on the extension of Williamson Boulevard and called for the Corps to develop a full-blown EIS for these projects.

- March 7, 2013: The National Marine Fisheries Service submitted comments on the proposed modification of the Farmton Mitigation Bank Enabling Instrument. NMFS noted that the planned development included an extension of Williamson Boulevard as a "north-south, four-lane divided roadway," which would connect the Farmton Development to the Restoration development and "likely diminish the value of the bank's credits." For this reason, NMFS opposed the proposed modification to the enabling instrument.

- July 11, 2013: ECARD and the Sierra Club submitted comments on the extension of Williamson Boulevard between Airport Road and Pioneer Trail, noting that the extension would facilitate the Woodhaven development and a new interchange at Interstate 95 and Pioneer Trail, describing plans to extend Williamson Boulevard all the way south through Farmton to State Road 5A, chronicling numerous prior comments, and reiterating the call for the Corps to develop an EIS for the full extension of Williamson Boulevard.

- July 12, 2013: The Sweetwater Coalition of Volusia County submitted comments calling into question the width and necessity of the extension of Williamson

Boulevard between Airport Road and Pioneer Trail, noting likely degradation of Spruce Creek, and laying out potential practicable alternatives.

- August 1, 2013: ECARD and the Sierra Club submitted additional comments on the Restoration development project, objecting to the proposal to fill roughly 600 acres of wetlands, noting that housing developments are not water dependent, describing likely negative environmental impacts, and alleging deficiencies in the public notice for the application.

- August 12, 2013: ECARD and the Sierra Club submitted comments documenting "deep citizen opposition" to the Restoration development and its likely negative environmental impacts.

- October 22, 2013: ECARD and the Sierra Club submitted comments on the extension of Williamson Boulevard, the development of the Ocean Gate Commerce Center, the Restoration project, and the Farmton Local Plan, again calling for the Corps to develop an EIS for the entire extension of Williamson Boulevard, along with "the residential and commercial development it will unleash" and describing practicable alternatives to Williamson Boulevard's extension.

- April 20, 2015: ECARD and the Sierra Club submitted comments documenting the connection between the extension of Williamson Boulevard between Airport Road and Pioneer Trail and numerous other Volusia County Development Projects, including the Restoration and Farmton developments. These comments also urged the Corps to prepare an EIS.

III. ANALYSIS

A. The Corps must prepare an Environmental Impact Statement for any extension of Williamson Boulevard.

NEPA requires federal agencies to prepare an Environmental Impact Statement ("EIS") for any "major federal action significantly affecting the quality of the human environment." 42 U.S.C. § 4332(c). To determine whether an action has an effect significant enough to require an EIS, agencies must consider factors regarding the project's "context" and "intensity." 40 C.F.R. § 1508.27. "[T]he presence of one or more of these factors should result in an agency decision to prepare an EIS." *E.g., Ark Initiative v. Tidwell*, 64 F. Supp. 3d 81, 99 (D.D.C. 2014). Here, several factors show that the extension of Williamson Boulevard will have significant environmental effects, requiring the Corps to prepare an EIS.

1. Context

NEPA's implementing regulations require an agency to consider a project's "context," including "the affected region" and any "long-term effects." 40 C.F.R. § 1508.27(a). In brief, "[c]ontext refers to the setting in which the proposed action takes place." *Ocean Advocates v.*

U.S. Army Corps of Engineers, 402 F.3d 846, 865 (9th Cir. 2004). As described above, the extension of Williamson Boulevard will encroach on more than twenty miles of undeveloped land. By opening this land for development, the extension of Williamson Boulevard will fundamentally alter the rural, undeveloped nature of this area. This development will both cause environmental degradation and damage many local residents' interests in preserving the area's current rural, "old Florida" aesthetic. Similarly, the extension of Williamson Boulevard all the way to its proposed terminus in the Farmton Tract will certainly require the further filling of jurisdictional wetlands, including Aquatic Resources of National Importance. Additionally, this roadway extension will likely encroach on habitat for numerous listed species. Thus, the context for the extension of Williamson Boulevard makes clear that the project will have significant impacts.

2. Intensity

NEPA's implementing regulations also require an agency to consider ten factors related to a project's "intensity." 40 C.F.R. § 1508.27(b). Several of these factors reveal that the extension of Williamson Boulevard will have significant impacts. For example, one factor for a project's intensity is the "[u]nique characteristics of the geographic area, *such as proximity to . . . wetlands* . . . or ecologically critical areas." *Id.* § 1508.27(b)(3) (emphasis added). As documented above, the extension of Williamson Boulevard will pass through more than twenty miles of undisturbed area containing undeveloped, high-quality wetlands. In fact, Williamson Boulevard's path will take it through both the nation's largest wetlands mitigation bank and through wetlands that the Environmental Protection Agency considers "Aquatic Resources of National Importance" because of their value to wildlife and the ecosystem services these wetlands provide.[46] The proposed path for Williamson Boulevard makes clear that its geographic area does include wetlands and ecologically critical areas. Accordingly, this factor reveals that Williamson Boulevard's extension will have significant impacts.

Similarly, the degree of controversy surrounding the extension of Williamson Boulevard reveals that the project will have significant impacts. Under 40 C.F.R. § 1508.27(b)(4), an agency must prepare an EIS when there is "a substantial dispute concerning the size, nature, or effect of the proposed action; if so, the agency must consider the dispute and address the concerns in its final decision." *Georgia River Network v. U.S. Army Corps of Eng'rs*, 334 F. Supp. 2d 1329, 1338 (N.D. Ga. 2003). As documented above, the Corps has received numerous, detailed comments regarding the effects of the extension of Williamson Boulevard for at least three years. These comments have provided information about the many developments that the extension of Williamson Boulevard will enable, and have repeatedly called on the Corps to prepare an EIS. As the Corps reviewed the most recent application for the extension of Williamson Boulevard between Airport Road and Pioneer Trail, it received numerous additional comments explaining that this road extension does not stand alone, but instead is part of a much larger project that will enable further development. These comments reveal a substantial dispute concerning the size, nature, and effect of the extension of Williamson Boulevard. Accordingly, these comments reveal that "the effects on the quality of the human environment are likely to be highly controversial," 40 C.F.R. § 1508.27(b)(4), requiring the Corps to prepare an EIS.

[46] *See* Letter from James D. Giattina to Col. Alan M. Dodd, *supra* note 20, at 2 (Ex. 7).

Additionally, the Corps must consider "[w]hether the action is related to other actions with individually insignificant but cumulatively significant impacts." *Id.* § 1508.27(b)(7). "Significance exists if it is reasonable to anticipate a cumulatively significant impact on the environment. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts." *Id.* As described above, the extension of Williamson Boulevard will not only involve the construction of more than 20 miles of roadway, but will also enable the construction of tens of thousands of new homes as well as millions of square feet of new commercial space. Moreover, these new developments will be built in an area that now contains valuable wetlands prized as Aquatic Resources of National Importance for the habitat they create and the ecosystem services they provide. These new developments and their environmental impacts are all reasonably foreseeable, being amply documented in the comprehensive plans of several cities, the resolutions of Volusia County, numerous comments to the Corps, and newspaper coverage of the proposed developments. Accordingly, from the extension of Williamson Boulevard, "it is reasonable to anticipate a cumulatively significant impact on the environment," *id.*, revealing that this factor also indicates that the Corps must prepare an EIS.

The Corps must also consider whether the action may adversely affect any species protected by the Endangered Species Act or whether the action threatens a violation of any federal, state, or local law that aims to protect the environment. *Id.* 1508.27(b)(9)–(10). As documented below, the extension of Williamson Boulevard and the development that it will enable may adversely affect numerous species protected by the ESA and threatens to violate the Clean Water Act. Thus, these factors also demonstrate that the Corps must prepare an EIS.

B. Any EIS for the Williamson Boulevard extension must include analysis of the Volusia County Development Projects it will enable.

Under NEPA's implementing regulations, an agency preparing an EIS must consider several types of actions along with the primary action at issue, as well as cumulative impacts and indirect impacts from the primary project. Similarly, the Corps' own implementing regulations for the CWA require the agency to consider a project's cumulative actions. Moreover, EPA's Guidelines for implementing section 404 of the CWA, which are binding on the Corps, impose a similar obligation. The effect of each of these regulations is to require the Corps to prepare an EIS for any extension of Williamson Boulevard that includes a thorough analysis of the development the extended roadway will enable.

1. The Volusia County Development Projects meet the definitions of connected actions, cumulative actions, and similar actions that the Corps must include in an EIS.

An EIS must include analysis of "connected actions," "cumulative actions," and "similar actions." 40 C.F.R. § 1508.25(a). "Actions are connected if they . . . [c]annot or will not proceed unless other actions are taken previously or simultaneously." *Id.* § 1508.25(a)(1)(ii). As described above, each of the Volusia County Development Projects depends on the extension of Williamson Boulevard and the critical access that the extended road would provide. Indeed, the Woodhaven, Ocean Gate Commerce Center, Restoration, and Farmton projects include plans for

Williamson Boulevard to pass directly through major residential and commercial centers, providing accessibility essential to the projects' viability, revealing that the Volusia County Development Projects "cannot or will not proceed" unless Williamson Boulevard is extended. Thus, these projects fall squarely within the definition of "connected actions," *id*., and the Corps must include analysis of these projects, including projects recently approved or already underway, within any EIS it prepares for any extension of Williamson Boulevard.

Similarly, the Volusia County Development Projects meet the definition of "cumulative actions" as well. Cumulative actions "when viewed with other proposed actions have cumulatively significant impacts and should therefore be discussed in the same impact statement." *Id.* § 1508.25(a)(2). The extension of Williamson Boulevard, when viewed along with the other Volusia County Development Projects, will have cumulatively significant impacts, including the fill of numerous acres of wetlands and likely adverse impacts to federally protected species. Thus, the Volusia County Development Projects constitute cumulative actions, and the Corps must include analysis of these projects within any EIS for any extension of Williamson Boulevard.

The Volusia County Development Projects also meet the definition of "similar actions." Similar actions are those that "when viewed with other reasonably foreseeable or proposed agency actions, have similarities that provide a basis for evaluating their environmental consequences together, such as common timing or geography" *Id.* § 1508.25(a)(3). An agency should consider similar actions in an EIS "when the best way to assess adequately the combined impacts . . . is to treat them in a single impact statement." *Id.* The Volusia County Development Projects each center on the extension of Williamson Boulevard, meaning that they all share a common geography. Certain projects also share common timing. For example, the Woodhaven project is designed to proceed as soon as Williamson Boulevard is extended from Airport Road to Pioneer Trail. Similarly, the Corps has already issued an administrative approval necessary for the commencement of the Farmton Local Plan, and is currently considering a permit for the southernmost portion of the Williamson Boulevard extension. Accordingly, because of both common geography and common timing, the Volusia County Development Projects meet the definition of "similar actions." The Corps should thus include them in any EIS it prepares for any extension of Williamson Boulevard.

2. The Corps must analyze impacts from the Volusia County Development Projects under its duties to consider cumulative impacts associated with the extension of Williamson Boulevard.

An EIS must include a discussion of a project's cumulative impacts. 40 C.F.R. § 1508.25(c). A cumulative impact "is the impact which results from the incremental impact of the action when added to other past, present, *and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions*." *Id.* § 1508.7 (emphasis added). As described above, the Volusia County Development Projects are all reasonably foreseeable, being documented in the comprehensive plans of several cities, the resolutions of Volusia County, numerous comments to the Corps, and newspaper coverage of the proposed developments. Additionally, the Volusia County Development Projects will have significant environmental impacts, such as the fill of additional wetlands, which add

incrementally to the impacts from the extension of Williamson Boulevard. Accordingly, the Corps must consider impacts from the Volusia County Development Projects in its analysis of cumulative impacts in any EIS prepared for the extension of Williamson Boulevard.

Regulations implementing the Clean Water Act confirm this duty. The Corps' own CWA regulations obligate the agency to evaluate a project's impacts on the "complete and interrelated wetland area" because "cumulative effects of numerous piecemeal changes can result in a major impairment of wetland resources." 33 C.F.R. § 320.4(b)(3). The extension of Williamson Boulevard and the other Volusia County Development Projects will have significant impacts on an interrelated wetland area that is more than 20 miles in length and includes the nation's largest wetlands mitigation bank, habitat for numerous listed species, Aquatic Resources of National Importance, and the headwaters of Spruce Creek, an Outstanding Florida Water. Accordingly, the Corps' own regulations obligate it to consider impacts on this "complete and interrelated wetland area," including all cumulative impacts associated with the Volusia County Development Projects.

The EPA's Guidelines for implementing section 404 of the CWA again confirm the Corps' duty to consider cumulative impacts associated with the Volusia County Development Projects. The EPA's Guidelines state that the Corps must not permit the fill of wetlands unless "it can be demonstrated that such a discharge will not have an unacceptable adverse impact either individually *or in combination with known and/or probable impacts of other activities affecting the ecosystems of concern*." 40 C.F.R. § 230.1(c) (emphasis added). To determine whether such an unacceptable adverse impact may occur, the Corps must consider cumulative wetlands impacts, which the EPA's guidelines define as "changes in an aquatic ecosystem that are attributable to the collective effect of a number of individual discharges of dredged or fill material." 40 C.F.R. § 230.11(g). Again, the ecosystem of concern includes hundreds of acres of wetlands, the nation's largest wetlands mitigation bank, habitat for numerous listed species, Aquatic Resources of National Importance, and the headwaters of an Outstanding Florida Water. The known or probable impacts of other activities impacting this ecosystem include all impacts from each of the Volusia County Development Projects. To comply with the EPA's CWA Guidelines, the Corps must consider whether all of these impacts *in combination* may have an unacceptably adverse effect on the ecosystem.

3. The Corps must consider the indirect, growth-inducing impacts of the extension of Williamson Boulevard, including the Volusia County Development Projects.

NEPA's implementing regulations require an agency preparing an EIS to consider a project's indirect effects, "which are caused by the action and are later in time or farther removed in distance, but are still reasonably foreseeable." 40 C.F.R. § 1508.8(b). Critically, these regulations note that indirect effects "may include growth-inducing effects and other effects related to induced changes in the pattern of land use, population density or growth rate, and related effects on air and water and other natural systems, including ecosystems." *Id.* This definition easily encompasses the vast amount of development that the extension of Williamson Boulevard will enable in Volusia County. As described above, the Volusia County Development Projects will include tens of thousands of homes and millions of square feet of commercial development, all made possible by the extension of Williamson Boulevard. In other words, the

extension of Williamson Boulevard will have significant indirect, growth-inducing effects. The Corps must include analysis of these growth-inducing effects in any EIS the agency prepares for any extension of Williamson Boulevard.

4. The Corps must consider impacts from the extension of Williamson Boulevard and the Volusia County Development projects on the Farmton Mitigation Bank.

As described above, the Farmton Mitigation Bank is the nation's largest wetlands mitigation bank and includes high-quality wetlands, links in important ecological corridors, and habitat for numerous listed species. The Corps regularly relies on credits from the Bank to provide mitigation for permits to fill wetlands, having done so more than 100 times in the last 13 years.[47] In fact, the Corps relied on credits from the Bank to mitigate impacts from the extension of Williamson Boulevard between Airport Road and Pioneer Trail and indicated that it would likely continue to do so for other projects in the region.[48] Ironically, however, the Corps is relying on credits from this Mitigation Bank in order to *approve* projects that pose threats to that very Mitigation Bank. Whether it construes these threats as cumulative impacts or indirect, growth-inducing impacts (the threats to the Mitigation Bank meet both definitions), the Corps has a statutory obligation under NEPA to consider these threats in the EIS that NEPA requires it to prepare for the Williamson Boulevard extension and the Volusia County Development Projects.

5. The Corps must address substantive comments it has received.

As described above, the Corps has received numerous public comments regarding the extension of Williamson Boulevard and the Volusia County Development Projects.[49] Similarly, as the Corps was preparing its EA for the 2.3-mile extension of Williamson Boulevard between Airport Road and Pioneer Trail, it received numerous additional comments.[50] The Corps has failed to respond to these comments in a manner that demonstrates reasoned decision-making. *E.g., Del. Dept. of Natural Res. v. EPA*, 785 F.3d 1, 14-15 (D.C. Cir. 2015) ("refus[ing] to engage with the commenters'" arguments renders an action "arbitrary and capricious on that ground alone"). For example, commenters on the 2.3-mile extension of Williamson Boulevard raised numerous issues that the Corps refused to consider, such as this project's growth-inducing effects generally and its role in facilitating the Woodhaven and I-95 interchange developments specifically, as well as the project's impacts on scrub-jays.[51] The Corps, however, stated that there were "no new issues" from these comments and offered only legally and logically flawed

[47] *RIBITS: Credit Ledger for Farmton*, U.S. ARMY CORPS OF ENG'RS, https://ribits.usace.army.mil/ribits_apex/f?p=107:6:7017895452505:ledger:NO:RP,6:P6_HOLDWHERE,P6_HOLDGET,P6_BANK_ID:,,132 (last visited Jan. 13, 2016).

[48] ENVTL. ASSMT., *supra* note 24, §§ 4.7, 8.3.9 ("Future wetland impacts will be mitigated in the watershed, resulting in 'no net loss' of wetland function and value.").

[49] *Supra* pp. 12–13.

[50] ENVTL. ASSMT., *supra* note 24, § 4.

[51] *Id.*

responses.[52] Similarly, commenters noted that the 2.3-mile extension of Williamson Boulevard should be limited to **two** lanes rather than **four**, but the Corps did not meaningfully consider whether a two-lane road could accomplish the project's overall goals.[53] Finally, several commenters suggested practicable alternatives—including the use of two lanes rather than four, the possibility of raising the road on pilings, or employing a narrower right of way—but the Corps never addressed these or explained why it rejected them. These failures to meaningfully engage with public comments were unlawful. Similarly, the Corps has never provided any meaningful response to the many comments that ECARD and the Sierra Club submitted over the course of several years. As the Corps prepares an EIS for the extension of Williamson Boulevard, it has an ongoing duty to engage in a meaningful consideration of the public comments it receives. *Id.*; 40 C.F.R. § 1503.4.

C. The Corps must consult with the Fish & Wildlife Service.

Section 7 of the ESA requires federal agencies to insure that their actions are not likely to jeopardize the continued existence of a species listed under the ESA or result in the destruction or adverse modification of a listed species' critical habitat. 16 U.S.C. § 1536(a)(2). To that end, if a project "may affect" a listed species or its critical habitat, federal agencies must consult with the Fish & Wildlife Service. 50 C.F.R. § 402.14(a). An agency may consult informally with the Service, in which case consultation ends only if the agency receives "*the written concurrence of the Service* that the action is not likely to adversely affect listed species." *Id.* §§ 402.13(a), 402.14(b)(1) (emphasis added). Otherwise, the agency must proceed to formal consultation with the Service, in which the Service prepares a Biological Opinion as to the project's impacts on listed species and critical habitat. *Id.* § 402.14.

The Corps has never consulted with the Service, formally or informally, regarding impacts to listed species from the extension of Williamson Boulevard or the Volusia County Development Projects it will enable. The only consideration the Corps has given to listed species occurred in the Environmental Assessment it prepared under NEPA for the extension of Williamson Boulevard between Airport Road and Pioneer Trail. There, the Corps expressly refused to analyze the full extension of Williamson Boulevard or any development it will enable, inappropriately limiting its focus to the road's direct footprint. Within the narrow habitat range the Corps considered, it failed to apply the best available science in determining that the project would have no effect on the threated Florida scrub-jay and unlawfully applied two "effect determination keys" to arrive at the conclusion that the project was not likely to adversely affect the threatened Eastern indigo snake or the endangered Wood stork. The Corps never received any written concurrence in any of these determinations from the Service.

The Corps has also never consulted with the Service about impacts to listed species from other portions of the Williamson Boulevard extension or from any of the Volusia County Development Projects. Nevertheless, the Corps did provide an administrative approval for the modification of the Farmton Mitigation Bank to allow a large amount of development without

[52] *Id.*

[53] *Id.* § 4.7

any attention whatsoever to listed species or any consultation with the Service, despite the fact that the Mitigation Bank's enabling instrument confirms that "[n]umerous Listed Species (endangered and threatened) have been identified within each of the bank sites[,]"[54] and the fact that the Service has indicated that consultation is necessary for modification of the Bank.[55] Additionally, the Service is currently considering an application for the southernmost portion of the extension of Williamson Boulevard.[56] An assessment of the site for that portion of Williamson Boulevard indicates "anticipated utilization" by the Florida panther and the Wood stork, both of which are endangered species. Because these projects may affect listed species, the Corps must enter into consultation with the Service.

The Corps' scanty attention to the ESA's requirements is inadequate for several reasons. First, the Corps has artificially restricted its scope of analysis to a very small area, turning a blind eye to the fact that the extension of Williamson Boulevard will proceed past Pioneer Trail and will enable a host of development projects with much more significant impacts than the Corps has acknowledged. In addition to unlawfully segmenting its analysis of environmental impacts under NEPA (as described below), the Corps' artificially narrow focus has led it to ignore likely adverse effects to listed species in violation of the ESA.

Under the ESA, a project's "action area [includes] all areas to be affected directly *or indirectly* by the Federal action *and not merely the immediate area involved in the action*." 50 C.F.R. § 402.02 (emphasis added). The ESA's implementing regulations further define "indirect effects" as "those that are caused by the proposed action and are later in time, but still are reasonably certain to occur." *Id.* As described above, the extension of Williamson Boulevard will have reasonably foreseeable indirect effects, including facilitating the Volusia County Development Projects, on a swath of land more than twenty miles long that includes the nation's largest wetlands mitigation bank, habitat for numerous listed species, and aquatic resources of national importance. Accordingly, the action area for any extension of Williamson Boulevard includes the full length of the roadway's extension as well as the sites of each of the Volusia County Development Projects. The Service's list of species that may occur in the project's action area indicates that this area may contain 18 listed species.[57] "Species on this list should be considered in an effects analysis for [the] project and may include species that exist in another geographic area" because the project may affect species in other locations, such as fish that reside downstream.[58] The Service's limited attention to only three listed species in an analysis of

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[54] FARMTON ENABLING INSTRUMENT, *supra* note 12, at 3 (Ex. 4).

[55] FARMTON CONSERV. MGMT. PLAN, *supra* note 10, 32-33 (explaining that the Farmton Mitigation Bank is within the consultation area for several listed species).

[56] *See* BREVARD CNTY. PUB. WORKS DEP'T & SWALLOWTAIL LLC, DEERING PARKWAY JOINT APPLICATION FOR INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT/AUTHORIZATION TO USE STATE-OWNED SUBMERGED LANDS/FEDERAL DREDGE AND FILL PERMIT (Oct. 1, 2013) [hereinafter DEERING PARKWAY APPLICATION], *available at* https://permitting.sjrwmd.com/epermitting/jsp/Search.do?theAction=searchDetail&permitNumber=143909 (attached as Ex. 16).

[57] *See* AFFECTED SPECIES LIST, *supra* note 19, at 3 (Ex. 6).

[58] *Id.*

only one small portion of the Williamson Boulevard extension falls far short of the analysis the ESA requires. To remedy this legal shortcoming, the Corps must engage in consultation with the Service on the impacts of the extension of Williamson Boulevard and the Volusia County Development Projects throughout the project's entire action area.

The Corps' purported justification for its position that the extension of Williamson Boulevard between Airport Road and Pioneer Trail would have no effect on the scrub-jay is a good example of the agency's legally inadequate analysis under the ESA. The Corps' EA for that extension acknowledged that scrub-jays have habitat less than a mile away, but opined that these birds would be unlikely to "traverse the additional property and I-95" to reach the project site, which the Corps stated feature "flatwoods, pine plantation and wetlands (no scrub habitat suitable for Scrub Jays)."[59] This analysis is faulty in several regards.

First, the distinction between "flatwoods, pine plantation," and scrub habitats ignores the fact that the Service states that the scrub-jay lives in "scrubby *flatwoods habitats* of Florida"[60] and does not comport with the Service's guidance on surveying sites for scrub-jays, which indicates that these birds dwell in "pine *flat woods*" and "sand *pine plantations*" and which indicates the best methods for surveys (which the Corps did not use).[61] The Corps itself indicates that "[t]he Pine Flatwoods community is the predominant upland cover type on the project,"[62] yet fails to consider that this *predominant* ecosystem is viable scrub-jay habitat according to the federal agency that has expertise on this issue. Indeed, this oversight offers a good example of why the Service's greater biological expertise is valuable. Additionally, the Corps overlooked the fact that the very site of the Corps' limited analysis is well within the mean dispersal range of scrub-jays, which is between 1 and 1.7 miles, because acknowledged scrub-jay habitat occurs less than a mile to the east.[63] Similarly, the Corps' analysis of scrub-jay impacts focused solely on habitat east of Interstate 95 and wholly ignored its own later statement that scrub-jay habitat also occurs "to the west, largely within existing state-owned lands."[64] The ESA requires the Corps to make any findings related to listed species on the basis of the "best scientific and commercial data available." 16 U.S.C. § 1536(a)(2). By ignoring readily available scientific information about the scrub-jay's habitat and dispersal patterns, as well as information the Corps itself includes in other portions of the EA, the Corps violated the ESA. However, by consulting with the Service on all impacts from the extension of Williamson Boulevard and the

[59] ENVTL. ASSMT., *supra* note 24, § 10.1.5.

[60] N. Fla. Ecological Servs. Office, *Florida Scrub-Jay*, U.S. FISH & WILDLIFE SERV. (Jan. 2015), http://www.fws.gov/northflorida//Species-Accounts/Fla-Scrub-Jay-2005.htm.

[61] N. Fla. Ecological Servs. Office, *Florida Scrub-Jay General Survey Guidelines and Protocols*, U.S. FISH & WILDLIFE SERV. (Aug. 24, 2007), http://www.fws.gov/northflorida/Scrub-Jays/general-survey-guide-082407.htm.

[62] ENVTL. ASSMT., *supra* note 24**Error! Bookmark not defined.**, § 1.3.

[63] Rachelle Meyer, *Aphelocoma coerulescens*, U.S. FOREST SERV. (2012), http://www.fs.fed.us/database/feis/animals/bird/apco/all.html#Territory.

[64] ENVTL. ASSMT., *supra* note 24, § 9.4(e).

Volusia County Development Projects, the Corps can help ensure that this legal violation does not recur.

The Corps' determination that the extension of Williamson Boulevard between Airport Road and Pioneer Trail is not likely to adversely affect the Wood stork and the Eastern indigo snake is likewise legally flawed. The Corps made these determinations by applying "effect determination keys" prepared by the Service. As an initial matter, these keys are facially unlawful. The ESA's implementing regulations require the Service's written concurrence on *each determination* that a project is not likely to adversely affect a listed species, because that determination is highly fact-specific, requiring expert consideration of each specific project and action area, as well as cumulative and indirect impacts—all of which are fact-specific considerations that keys, by their very nature, cannot provide. *See* 50 C.F.R. §§ 402.13(a), 402.14(b)(1). However, these keys obviate the need for such written concurrence on each such determination, violating the ESA's implementing regulations.

Additionally, even if the keys were themselves lawful, the Corps misapplied them in an unlawful manner. First, the Corps applied a version of the key for the Wood stork from September 2008 despite the fact that the Service issued a revised version of that key in May 2010 because "new information"—i.e., the best available science—indicated that the keys needed revision.[65] Second, the artificially constrained scope of the Corps' analysis led the agency to ignore the fact that Wood storks *do* occupy the action area for the entire extension of Williamson Boulevard. For example, the Farmton Mitigation Bank enabling instrument specifically noted that Wood storks "are among the Listed Species observed" at the Bank.[66] Similarly, the application materials for the southernmost extension of Williamson Boulevard indicates "anticipated utilization" of that project's site by Wood storks, including foraging and roosting.[67] Thus, the Corps' determination of no likely adverse impacts to Wood storks is legally defective, a problem the Corps should cure by entering into formal consultation with the Service.

The Corps' treatment of impacts to the Eastern indigo snake is similarly legally flawed. This determination relied on a finding that the project would "impact less than 25 acres of xeric habitat . . . *or* less than 25 active and inactive gopher tortoise burrows,"[68] which are important because the snake often uses tortoise burrows. However, the key actually establishes a significantly different standard, allowing a determination that a project is not likely to adversely affect the snake only where the project "will impact less than 25 acres of xeric habitat *supporting less than* 25 active and inactive gopher tortoise burrows."[69] In contrast, the key requires

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[65] Letter from Paul Souza, Field Supervisor, S. Fla. Ecological Servs. Office, U.S. Fish & Wildlife Serv., to Donnie Kinard, Chief, Regulatory Div., Jacksonville Dist. Corps of Eng'rs (May 18, 2010), *available at* https://www.fws.gov/verobeach/BirdsPDFs/20100518LetterServicetoCorpsFLProgrammaticStorkRevised1.pdf.

[66] *See* FARMTON ENABLING INSTRUMENT, *supra* note 12, at 13 (Ex. 4).

[67] DEERING PARKWAY APPLICATION, at pt. I (Ex. 16).

[68] ENVTL. ASSMT., *supra* note 24, § 10.1.15 (emphasis added).

[69] Letter from Dawn Jennings, Acting Field Supervisor, U.S. Dep't of the Interior, U.S. Fish & Wildlife Serv., to Col. Alan M. Dodd, Dist. Eng'r, Dep't of the Army, Jacksonville Dist. Corps of Eng'rs (Aug. 13, 2013), *available at* http://www.fws.gov/northflorida/indigosnakes/20130813_ltr_Update_addendum_2010_COE_Programmatic_EIS_K

consultation where a project will impact "more than 25 acres of xeric habitat *or* more than 25 active and inactive gopher tortoise burrows."[70] By misplacing the word "or," the Corps made it easier to reach the conclusion that the project would not likely adversely affect the snake; under the Corps' mistaken approach, the agency could find that a project would not likely adversely affect the snake where a project impacted less than 25 acres of habitat regardless of the number of gopher tortoise burrows present. In contrast, the FWS's key would find that a project may affect the snake where it impacted more than 25 burrows regardless of the amount of impacted habitat. By inappropriately changing the standard in the FWS' key, the Corps misapplied the document and thus compounded its violations of the ESA.[71]

Additionally, the Corps' analysis of impacts to the snake is unlawful because it failed to consider the full action area of the project. As described above, the action area for the extension of Williamson Boulevard is far larger than the artificially limited area the Corps considered. Without taking into account the appropriate action area, the Corps cannot rationally conclude that the project would affect less than 25 acres of habitat or 25 tortoise burrows. In fact, given the vast size of the action area for the entire extension of Williamson Boulevard and the Volusia County Development Projects, adverse impacts to the snake are extremely likely. Similarly, the Corps' analysis of impacts to the Eastern Indigo Snake wholly failed to consider habitat fragmentation as a threat to the species. The failure to consider the impact of habitat fragmentation on this species is unlawful. *Sierra Club v. Van Antwerp*, 661 F.3d 1147, 1156–57 (D.C. Cir. 2011). Accordingly, the Corps must enter into consultation with the Service regarding this species as well.

Additionally, this action area contains numerous federally listed species to which the Corps has never provided any attention at all. The FWS has indicated that this area contains 18 listed species,[72] but the Corps has considered only 3. The Corps has thus violated the ESA by failing to consider the full array of species that may be affected by the extension of Williamson Boulevard and the Volusia County Development Projects.

In sum, the Corps has violated the Endangered Species Act in several regards. To remedy the various legal defects described above, the Corps must enter into consultation with the Fish & Wildlife Service regarding the impacts from the entire extension of Williamson Boulevard and all the Volusia County Development Projects it will enable.

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ey.pdf; Letter from Paul Souza, Field Supervisor, S. Fla. Ecological Servs. Office, and David L. Hankla, Field Supervisor, N. Fla. Ecological Servs. Office, to David S. Hobbie, Chief, Regulatory Div., U.S. Army Corps of Eng'rs (Jan. 25, 2010), *available at* http://www.fws.gov/northflorida/indigosnakes/20130813_ltr_Update_addendum_2010_COE_Programmatic_EIS_Key.pdf (emphasis added).

[70] *Id.*

[71] Additionally, the Corps has never considered any impacts to the gopher tortoise itself. Although not federally protected under the ESA in Florida, the gopher tortoise is a candidate for ESA protection in Florida, as well as being listed as a Threatened species under state law by the Florida Fish & Wildlife Conservation Commission. As such, effects to this species should receive consideration.

[72] *See* AFFECTED SPECIES LIST, *supra* note 19, at 3 (Ex. 6).

D. The Corps must not continue to issue piecemeal approvals for segments of Williamson Boulevard or for any of the Volusia County Development Projects, which would violate both NEPA and the EPA's Guidelines for section 404 of the CWA.

1. The Corps' narrow analysis of the extension of Williamson Boulevard has violated NEPA by unlawfully segmenting a large project for piecemeal approvals.

"The anti-segmentation rule is generally that an agency cannot evade its responsibilities under the National Environmental Policy Act by artificially dividing a major federal action into smaller components, each without a 'significant' impact." *Fla. Wildlife Fed'n v. U.S. Army Corps of Eng'rs*, 401 F. Supp. 2d 1298, 1313 (S.D. Fla. 2005) (internal quotations omitted). This rule exists "to prevent agencies from dividing one project into multiple individual actions each of which individually has an insignificant impact, but which collectively have a substantial impact." *Id.*

Courts may "prohibit segmentation or require a comprehensive EIS for [multiple] projects, even when one is not yet proposed, if an agency has egregiously or arbitrarily violated the underlying purpose of NEPA." *Id.* at 1314. NEPA has "twin aims" of "plac[ing] upon an agency the obligation to consider *every* significant aspect of the environmental impact of a proposed action" and of "ensur[ing] that the agency will inform the public that it has indeed considered environmental concerns in its decision making process." *Balt. Gas & Electric Co. v. Natural Res. Def. Council*, 462 U.S. 87, 97 (1983) (emphasis added).

Where "planned road extensions raise a number of important environmental concerns" and "[b]y permitting the first step toward road expansion now without considering those effects, the Corps has arbitrarily and capriciously determined that the proposed project will not have any significant environmental impact," the Corps' action "is sufficiently contrary to the underlying policy of NEPA to warrant review of the planned extensions even though not formally proposed." *Florida Wildlife Federation*, 401 F. Supp. 3d at 1316.

In determining whether an agency has improperly segmented its NEPA analysis, courts apply the Council on Environmental Quality's regulations implementing NEPA, particularly those regulations describing the connected actions, cumulative actions, and similar actions. *E.g. id* at 1313–1314. This letter has already explained that the Volusia County Development Projects meet the definitions of each of those three types of actions in order to explain what an EIS for this project must include.[73] For the same reason—i.e. because the Volusia County Development Projects qualify as connected actions, cumulative actions, and similar actions—the Corps has acted arbitrarily and capriciously by unlawfully segmenting its NEPA analysis of the extension of Williamson Boulevard.

Indeed, the Corps' environmental assessment and finding of no significant impact ("EA/FONSI") from the extension of Williamson Boulevard between Airport Road and Pioneer Trail suffers from numerous defects that render it unlawful. These defects offer an excellent example of the type of cursory, artificially narrow analysis that the Corps must not continue to

[73] *See supra* pp. 13–14

employ as it considers further extensions of Williamson Boulevard or any of the Volusia County Development Projects.

The most notable defect in the Corps' EA/FONSI is its unlawful segmentation of the extension of Williamson Boulevard between Airport Road and Pioneer Trail from the rest of the planned Williamson Boulevard extension and from the Volusia County Development Projects. Numerous comments documented the fact that this 2.3-mile extension is part of a much larger planned transportation network and that it will enable and facilitate the construction of numerous large developments, but the Corps repeatedly refused to consider the larger project, asserting that this 2.3-mile extension "is a stand alone project."[74] However, despite repeating this assertion 12 times, the Corps never offered any coherent explanation for its position. This failure to offer a reasoned explanation is itself unlawful, not to mention a flagrant NEPA violation.

The Corps offered only a single, cursory justification for its determination that the 2.3-mile extension of Williamson Boulevard is a "stand alone project." When determining the scope of its analysis, the Corps examined four factors to determine the degree of its "control and responsibility" over the project. There, the Corps stated as follows:

> a. Whether or not the regulated activity comprises "merely a link" in a corridor type project.
> Rationale: This project is a stand alone project with independent utility. This project is not associated with any other plan of development. The proposed work is not part of or integrated into any other project.[75]

This "rationale" is patently inaccurate. Clear evidence shows that the extension of Williamson Boulevard is associated with numerous other plans of development. In fact, each of the Volusia County Development Projects *depends* on the extension of Williamson Boulevard, as documented in numerous filings by developers and official city and county development plans. Most notably, the proposed interchange between Interstate 95 and Pioneer Trail expressly relies on this 2.3-mile extension of Williamson Boulevard, and the developers of the Woodhaven project plan for construction to begin as soon as this 2.3-mile extension is complete.

Moreover, the Corps' own EA contains clear evidence that this 2.3-mile extension of Williamson Boulevard is associated with other plans of development. For example, the EA confirms that the permit applicant selected the proposed road alignment over other alternatives "*due to the proposed I-95 interchange with Pioneer Trail*."[76] The fact that the applicant selected this road configuration to conform with the proposed interchange clearly shows that this 2.3-mile extension is at least closely associated with that proposed interchange. Moreover, the fact that the Corps cited this description by the project applicant clearly indicates that the agency knew that

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[74] ENVTL. ASSMT., *supra* note 24, §§ 3.1.1(a), 4.7 (reiterating phrase repeatedly in response to each group's comments).

[75] ENVTL. ASSMT., *supra* note 24, § 3.1.1(a).

[76] *Id.* § 1.5 (emphasis added).

this 2.3-mile extension is, in fact, associated with other plans of development. Thus, the Corps' contrary statement was unreasonable, arbitrary, and unlawful.

Similarly, the Corps' statement that the project is not "merely a link" in a regional transportation corridor is in clear conflict with the Corps' later statements in the same EA. In fact, the Corps states that "[t]he proposed project *provides an important link in [a] much-needed regional transportation network*."[77] Additionally, the Corps characterizes the project as "a critical part of the County's regional roadway system, connecting the existing section of Williamson Boulevard to the north with a section of the County's *proposed Thoroughfare Roadway System* to the south."[78] Finally, the EA confirms that the purpose of this roadway extension is to accommodate future development, noting that the applicants "designed the project as *a key component* of their future transportation network, which seeks to provide the public with adequate transportation service levels *based on estimates of future development and population growth*."[79] Thus, the Corps' own EA amply demonstrates that the agency knows that this 2.3-mile extension of Williamson Boulevard is in fact part of a much larger roadway extension project that aims to enable future development. In other words, despite asserting that the project "is a stand alone project with independent utility," the Corps later acknowledges that the project's purpose is to provide a link in a regional transportation corridor and to enable significant residential and commercial development through the specific development projects that are discussed herein. In light of the Corps' own acknowledgment of this purpose, its repeated assertion that this roadway extension is a "stand alone" project, and its repeated refusals to analyze associated Volusia County Development Projects, are both unlawful and contravene the letter and spirit of NEPA.

The Corps' cumulative impacts analysis is likewise deeply flawed. The Corps claimed that it would analyze reasonably foreseeable actions "from the current time through approximately 2040" and within an assessment area of 38,361 acres (or roughly 60 square miles).[80] Moreover, the Corps acknowledged that it anticipated significant future development to occur both within the "approximately 691 acre area" surrounding this 2.3-mile extension of Williamson Boulevard and within the "larger assessment area."[81] Within the smaller area, the Corps anticipated a "[m]ix of traditional single-family home development north and southwest of I-95."[82] Within the larger assessment area, the Corps foresaw that "[b]ased on past development trends in the area, single-family ranchettes will give way to higher density subdivisions."[83] In

[77] *Id.* § 5.2 (emphasis added).

[78] *Id.* (emphasis added).

[79] *Id.* (emphasis added).

[80] *Id.* §§ 9.1, 9.2.

[81] *Id.* § 9.6.

[82] *Id.*

[83] *Id.*

sum, the Corps could not avoid acknowledging that significant amounts of development are reasonably foreseeable.

Nevertheless, the Corps expressly and repeatedly refused to consider the Volusia County Development Projects that various commenters identified as requiring analysis in this EA. In fact, comments provided to the Corps specifically identified the following as reasonably foreseeable projects within the assessment area: the addition of a new interchange between Interstate 95 and Pioneer Trail; the Woodhaven Development; the Restoration Development; and the Farmton Local Plan.[84] Yet despite being presented with information that these developments would occur within the assessment area, and developed as a result of this project, and despite the Corps' statement that it would analyze development within a 60-square-mile area until 2040, the Corps not only failed, but *refused*, to consider these developments in its NEPA review. The result was a cumulative impacts analysis that wholly failed to actually analyze reasonably foreseeable future developments, thus violating NEPA.

Taken together, these defects amply demonstrate that the Corps has "egregiously or arbitrarily violated the underlying purpose of NEPA," *Fla. Wildlife Fed'n*, 401 F. Supp. 3d at 1314, by issuing a finding of no significant impact that relies on an artificially narrow scope of analysis and is riddled with legal and logical errors. Accordingly, NEPA would obligate a court reviewing the Corps' actions to require the agency to prepare an Environmental Impact Statement that remedies these shortcomings by including a comprehensive analysis of the entire extension of Williamson Boulevard and each of the Volusia County Development Projects. However, we hope that it will not be necessary to resort to litigation to compel the Corps to prepare the comprehensive EIS that NEPA requires in this situation.

2. Piecemeal approvals of Volusia County Development Projects violate the EPA's Guidelines for implementing section 404 of the CWA.

The EPA's Guidelines for section 404 of the Clean Water Act—which are binding on the Corps, 33 C.F.R. § 323.6(a); 40 C.F.R.§ 230.10—set forth several requirements that the Corps has failed to satisfy in its piecemealed, artificially narrow analysis for the extension of Williamson Boulevard between Airport Road and Pioneer Trail. In particular, the Guidelines require the Corps to collect, solicit, document, and consider information related to a project's cumulative impacts and to refuse to issue a permit that could adversely affect listed species. 40 C.F.R. § 230.11(b),(g). As documented above, the Corps has failed to consider relevant information about the cumulative impacts associated with the extension of Williamson Boulevard. Instead, the Corps has expressly refused to do so. Similarly, the Corps has issued a permit with only a cursory analysis of impacts to listed species that is logically and legally flawed. For both these reasons, the Corps' approval of the extension of Williamson Boulevard has violated the EPA's Guidelines.

Similarly, the Corps has violated the EPA's Guidelines and NEPA by failing to provide a meaningful analysis of alternatives. Because road extensions and residential and commercial development are not water dependent, the Corps must assume that practicable alternatives exist. 40 C.F.R. § 230.10(a). "An alternative is practicable if it is available and capable of being done

[84] *Id.* § 4.7.

after taking into consideration cost, existing technology, and logistics in light of overall project purposes." *Id.* In its EA for the 2.3-mile extension of Williamson Boulevard, the Corps relied on an extremely narrow statement of the project's purpose to argue that no practicable alternatives exist, despite several being offered in public comments.[85] This artificially constrained analysis of practicable alternatives is a good example of the damage that improper project segmentation can cause; by artificially narrowing its focus to this relatively small stretch of road and disregarding associated development, the Corps effectively blinded itself to meaningful practicable alternatives, thus violating the EPA's Guidelines and the CWA. This artificially narrow analysis of alternatives is also a violation of NEPA. The analysis of alternatives under NEPA "shall serve as the means of assessing the environmental impact of proposed agency actions, *rather than justifying decisions already made*." 40 C.F.R. § 1502.2(g) (emphasis added). The Corps' artificially narrow focus reveals that it had already made the decision to allow this project: in effect, the Corps defined the project so narrowly that it considered no alternatives to exist, which is a violation of NEPA's goal of forcing agencies to consider environmental impacts and less damaging alternatives.

Additionally, EPA's Guidelines forbid issuing a permit that will "cause or contribute to significant degradation" of the nation's waters. 40 C.F.R. § 230.11(c). As explained above, Spruce Creek is managed under a TMDL for various pollutants, because existing development in the region has already caused significant levels of pollution in this Outstanding Florida Water. To prevent further degradation, these TMDLs state that a Basin Management Action Plan should be prepared in order to restrain further pollution of this waterway. However, to date, no such Plan has yet been promulgated. Until a Basin Management Action Plan exists, the Corps cannot confirm that further development will not contribute to a significant degradation of Spruce Creek. As such, it should not issue any further permits for projects that may discharge into this Outstanding Florida Water.

Any similar, piecemealed administrative approval for extensions of Williamson Boulevard or for any of the Volusia County Development Projects would likewise violate the EPA's Guidelines. In order to come into compliance with those Guidelines, the Corps must adequately consider the cumulative impacts associated with the entire extension of Williamson Boulevard and all of the Volusia County Development Projects, including impacts on Spruce Creek and on the Farmton Mitigation Bank. Similarly, it must enter into consultation with the FWS in order to ensure that the project will not adversely affect listed species. The EPA has the authority to veto the Corps' permit where a project may negatively affect Aquatic Resources of National Importance, which the EPA has already indicated is the case for the ecosystem of concern here. If the Corps continues to issue piecemealed approvals for Volusia County Development Projects, the EPA should use this authority to ensure that these projects do not proceed without the proper environmental analysis.

[85] *Id.* § 1.5

E. The Corps currently has two opportunities to come into compliance with federal law by preparing a comprehensive EIS and consulting with the FWS.

The Corps is currently considering two applications for administrative approvals, either of which provides the agency with an opportunity to prepare a comprehensive EIS for the entire extension of Williamson Boulevard and the Volusia County Development Projects. First, the Corps is currently reviewing an application for the extension of County Road 5A.[86] Although styled as "Deering Parkway" in the application, this roadway extension is in fact the southernmost end of the proposed extension of Williamson Boulevard, as the Farmton Local Plan's spine transport map depicts.[87] This project will require an Environmental Impact Statement for all the same reasons described above; as an extension of Williamson Boulevard, this project aims to enable and facilitate substantial development which will entail significant environmental impacts including adverse effects to listed species. Thus, this application provides a good opportunity for the Corps to come into compliance with federal law by preparing a comprehensive EIS and consulting with the Fish and Wildlife Service.

Similarly, current litigation over the Corps' approval of a modification to the Farmton Mitigation Bank's enabling instrument to allow for development under the Farmton Local Plan (which the Corps had issued without *any* NEPA analysis) has led the Corps to move for a remand of its approval in order to analyze its decision under the National Environmental Policy Act.[88] The Corps has thus indicated that it intends to undertake NEPA review for the Farmton Local Plan, which is one of the Volusia County Development Projects. Thus, the Corps' voluntary remand to conduct this NEPA process presents an opportunity for the Corps to come into compliance with federal law.

The Corps should be especially eager to take advantage of these opportunities to come into compliance with federal law because the failure to do so would itself constitute another legal violation. The Farmton Local Plan and the Deering Parkway extension constitute the southern end of the extension of Williamson Boulevard. The Corps recently approved the northern end of that extension in August 2015, based on an unlawful and incomplete environmental analysis. Because the Corps is thus on its way to approving both ends of the Williamson Boulevard extension, its NEPA process must include analysis of the entire extension of Williamson Boulevard and all the Volusia County Development Projects it will enable. *E.g.*, *Named Individual Members of San Antonio Conservation Soc'y v. Texas Highway Dept.*, 446 F.2d 1013, 1024–25 (5th Cir. 1971) (holding that an agency violated NEPA by approving two end segments of a road without any consideration of impacts related to the middle segment). Thus, the Corps now has two distinct opportunities to prepare the comprehensive EIS that NEPA requires and to engage in the consultation with the FWS that the ESA requires. As part of that analysis, the Corps must also ensure that any it abides by the express requirements of the Clean Water Act

[86] DEERING PARKWAY APPLICATION, (Ex. 16).

[87] *Farmton Spine Network Map*, (Ex. 8).

[88] *See Sierra Club v. St. Johns River Water Management District, et al.*, No. 6:14-CV-01877, *Joint Motion to Modify Scheduling Order*, Dec. 4, 2015, at 1–2 (Ex. 17).

and its regulations, and that any outcome of that process does not run afoul of the EPA's Clean Water Act Guidelines.

IV. CONCLUSION

The Corps has violated NEPA, the CWA, and the ESA by failing to prepare a thorough analysis of environmental impacts associated with the extension of Williamson Boulevard and the Volusia County Development Projects, and by failing to consult with the FWS on impacts to listed species. Any further approval of any extension of Williamson Boulevard, or any of the Volusia County Development Projects, will require the Corps to prepare an EIS that furnishes a thorough consideration of all cumulative impacts and indirect, growth-inducing impacts. Crucially, the Corps' NEPA analysis must not only consider the impacts to various fragile natural resources in the area, but must also propose reasonable alternatives to these actions that could reduce the environmental footprint of these interrelated projects. Additionally, any further consideration of these projects will require consultation with the FWS. The failure to undertake these environmental review processes would constitute further violations of NEPA, the CWA, the ESA, and the EPA's Guidelines for the implementation of section 404 of the CWA. Because the affected area includes Aquatic Resources of National Importance, any further consideration of these projects will also require review by the EPA.

Please respond to this letter within sixty days to provide information on how the Corps intends to remedy its violations of federal law. Because the Corps has at least two opportunities to come into compliance with these legal mandates by preparing the necessary environmental impact statement and by entering into consultation with FWS, we hope that the Corps will take advantage of these opportunities in order to avoid litigation. Please do not hesitate to contact me if you have any questions regarding this letter.

Sincerely,

William N. Lawton
Meyer Glitzenstein & Eubanks, LLP
4115 Wisconsin Ave., Suite 210
Washington, DC 20007
(202) 588-5206 x 107
nlawton@meyerglitz.com

Carbon copies sent to:

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Jacksonville District
United States Army Corps of Engineers
701 San Marco Blvd.
Jacksonville, FL 32207

Tim Rach, Administrator
Florida Department of Environmental Protection

Office of Submerged Lands and Environmental Resources
2600 Blair Stone Road, MS 2500
Tallahassee, FL 32399

Virginia M. Fay, Assistant Regional Administrator
Habitat Conservation Division
National Marine Fisheries Service, Southeast Regional Office
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St. Petersburg, FL 33701

Ann Shotelle, Executive Director
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Cynthia Kelly, Secretary
Florida Land and Water Adjudicatory Commission
Room 1801, The Capitol
Tallahassee, FL 32399

Volusia County Council
Administration Center
123 W. Indiana Ave.
DeLand, FL 32720

Port Orange City Council
1000 City Center Cir.
Port Orange, FL 32129

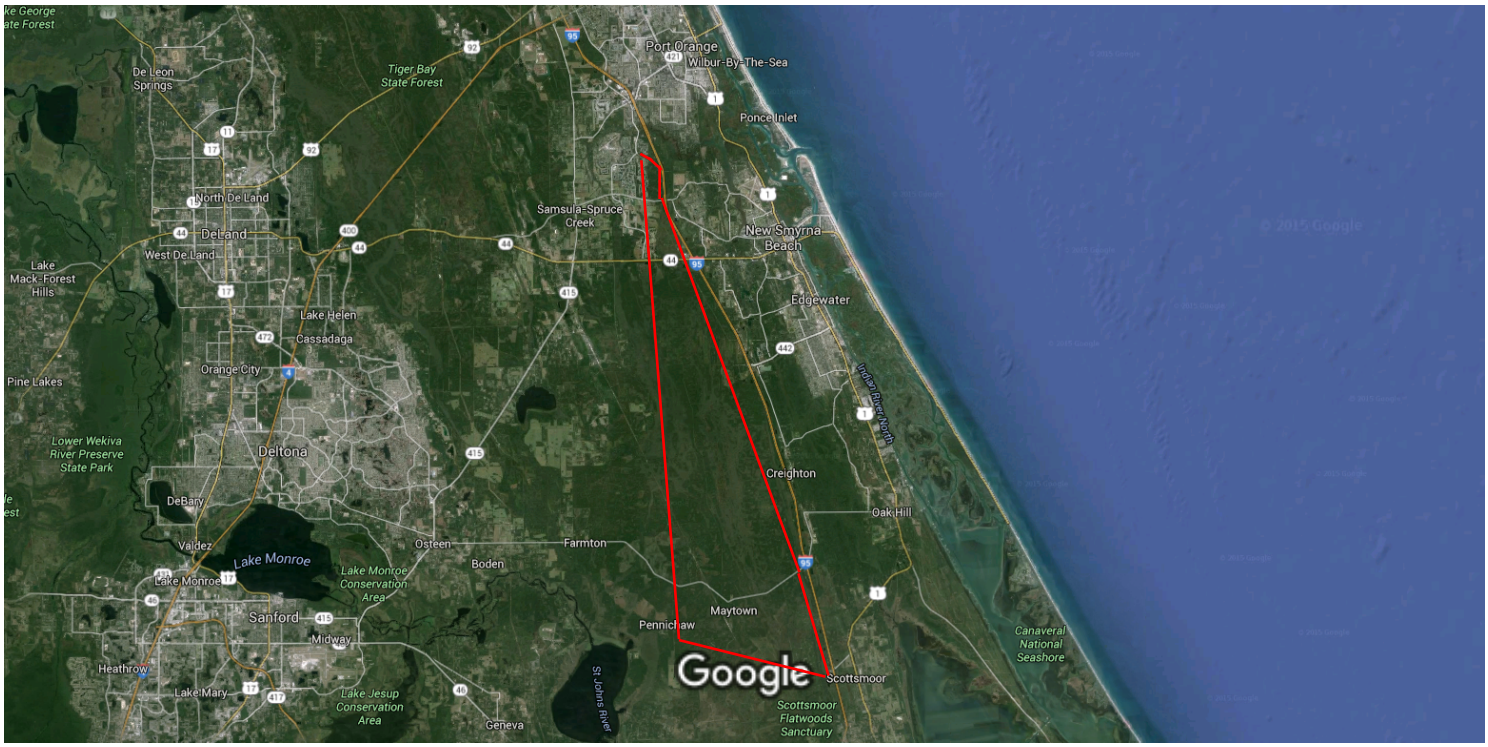
Exhibits

The following exhibits include cited materials that may be difficult to find online and are provided as a courtesy. The exhibits include only relevant portions of the various documents.

- Exhibit 1: Map of the site of the Williamson Boulevard Extension and the Volusia County Development Projects EX-1
- Exhibit 2: SJRWMD Memo EX-2
- Exhibit 3: Williamson Blvd. Extension Permit Application. EX-5
- Exhibit 4: Farmton Mitigation Bank Enabling Instrument. EX-7
- Exhibit 5: Volusia County Farmton Conservation Management Plan. EX-13
- Exhibit 6: U.S. Fish & Wildlife Service List of Species Present EX-17
- Exhibit 7: EPA Letter Confirming Presence of ARNI. EX-24
- Exhibit 8: Maps of Route of Williamson Blvd. Extension and Development. EX-27
- Exhibit 9: Corps' Approval of Farmton Enabling Instrument Amendment. EX-29
- Exhibit 10: Corps' Notice of Intent to Seek Voluntary NEPA Remand. EX-38
- Exhibit 11: FDOT Documents Regarding I-95/Pioneer Trail Interchange. EX-43
- Exhibit 12: Volusia County Resolution 29A. EX-47
- Exhibit 13: Woodhaven Development Map EX-51
- Exhibit 14: Volusia County Budget Resolution. EX-52
- Exhibit 15: Ocean Gate Commerce Center. EX-56
- Exhibit 16: Deering Parkway Joint Application. EX-57
- Exhibit 17: Corps Motion for NEPA Remand in Farmton Litigation. EX-60

Volusia County

Action Area for Williamson Boulevard Extension



Imagery ©2016 Data SIO, NOAA, U.S. Navy, NGA, GEBCO, Google, Map data ©2016 Google 2 mi

EX-1

St. Johns River
Water Management District
Hans G. Tanzler III, Executive Director • David Dewey, Maitland Service Center Director

601 South Lake Destiny Road, Suite 200 • Maitland, FL 32751 • (407) 659-4800
On the Internet at floridaswater.com.

June 5, 2013

Pioneer CDD
Attn: Kelly McCarrick, Chair
2379 Beville Rd
Daytona Beach FL 32119

RE: S Williamson Boulevard Extension, Application No. 4-127-134174-1
(Please reference application number on all correspondence.)

Dear Kelly McCarrick:

The St. Johns River Water Management District is in receipt of your Individual Environmental Resource Permit application. Upon preliminary review of the proposed project, the following technical information is required to sufficiently review the possible impacts the project may have on the surrounding area. This information is being requested pursuant to the authority vested in the St. Johns River Water Management District under subsection 373.413(2), Florida Statutes, and sections 40C-4.101 and 40C-4.301, Florida Administrative Code.

In order to expedite the review of your application, please use the application number referenced above and respond electronically through e-Permitting at *floridaswater.com/permitting* or submit all requested information to the District.

1. The following information requested is with respect to the administrative portion of the application:
    a. Please provide the signature of a member of the Board of Supervisors of the Pioneer Community Development District (CDD). According to the state's website, https://www.flrules.org/gateway/ChapterHome.asp?Chapter=42BBB-1 the signatory of the application was not found. Please provide a revised application with the signature of a representative or an authorized representative of the board.

    b. Please provide a boundary survey of the CDD. In addition, please provide any additional survey information for specific structures existing or proposed associated with the project with the vertical datum provided.

    c. Clarify the vertical datum used for the project. Item #7 of Sheet 19 suggests that NGVD29 was employed from local benchmarks whereas the plans referenced NAVD88 (e.g., Sheet 88). The project benchmarks reference NGVD 29 and NAVD

GOVERNING BOARD

Lad Daniels, CHAIRMAN JACKSONVILLE
John A. Miklos, VICE CHAIRMAN ORLANDO
Douglas C. Bournique, SECRETARY VERO BEACH
Maryam H. Ghyabi, TREASURER ORMOND BEACH
Douglas Burnett ST. AUGUSTINE
Chuck Drake ORLANDO
George W. Robbins JACKSONVILLE
Fred N. Roberts, Jr. OCALA
W. Leonard Wood FERNANDINA BEACH

4. The UES report did not document the specific methodology used to establish seasonal high water table elevations. We have not reviewed or approved any of those values in situ. Provide representative seasonal high water elevations for wetlands to be affected by the project. These elevations must be based on the same vertical datum used to describe the surface water management system. Establish these elevations in situ for District review and concurrence. It may help to establish a reference elevation (e.g., marked and labeled on a lathe affixed to a tree) for field comparisons. Use these data to demonstrate that the surface water management system will not result in adverse impacts to wetlands through water table depression or surface water diversion. [40C-4.301(1)(a) a, b, d and 40C-4.302(1)(a) 2.,7.; F.A.C.]

5. How did you determine the locations of the median breaks and turn lanes along the proposed extension? The road must be designed in a manner that will not require future impacts to adjacent wetlands when lateral roads or commercial entrances are constructed, for example. If these future phases have the potential to cause adverse secondary impacts, then the applicant must provide sufficient conceptual information to provide reasonable assurance that these impacts can be eliminated or offset.

   Provide sufficient information to demonstrate that future development to be served by the road (as implied by these future intersections) can be accomplished with a minimum of adverse impacts. Plot the road between stations 100 and 210 and clearly identify the future intersections on three or four figures (infrared aerial photographs might be useful) relative to all offsite wetlands within 1000 feet of each future intersection. (It would be suitable to approximate the wetland limits from aerial photographs [the 1984 flights show particularly crisp wetland limits]. Provide any documents needed to support your remote delineations.) Demonstrate that likely future phases likely to arise beyond each intersection can be implemented without adverse impacts. [12.2.1.1 and 12.2.7 (d)., ERP A.H.; 40C-4.301(1)(d,f); 40C-4.302(1)(a) 2,7, F.A.C.]

6. We believe that you must account for a greater loss of habitat functions for these wetland fragments that will remain after the road is constructed:

   - Wetland 5 north of the road.
   - Wetland 11 between the road and surface water management pond.
   - Wetland 14 both east and west parts
   - Wetland 15 east of the road.

   The proposed four-lane road will effectively reduce these fragments below a sustainable acreage or isolate these parts from contiguous natural areas. Much of the ecological value that on-site habitats now have can be attributed to their connection to expansive natural habitats beyond the project.

appurtenant work or works, including dredging or filling, and for the maintenance and operation of existing agricultural surface water management systems or the construction of new agricultural surface water management systems...".

If you have any questions, please contact Lee Kissick at (407) 659-4850/ lkissick@sjrwmd.com , or Perry Jennings at (321) 409-2185/ pjjennings@sjrwmd.com .

Sincerely,



Lee Kissick, Sr. Regulatory Scientist
Division of Regulatory Services



Perry Jennings, P.E.
Division of Regulatory Services

cc: BRS – RAIL1, Marjorie Cook, Victoria Nations, David Dewey

Breedlove, Dennis & Associates, Inc.; Lynette M. Brown, PhD
330 W. Canton Avenue; Winter Park FL 32789

England-Thims and Miller; Attn: Michelle Borton, P.E.
14775 Old St Augustine Rd; Jacksonville FL 32258

S WILLIAMSON BLVD EXTENSION
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

ENVIRONMENTAL RESOURCE PERMIT APPLICATION

Prepared For

PIONEER COMMUNITY DEVELOPMENT DISTRICT

Prepared By

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
(904) 642-8990

ETM Project No. 12-096

May 2013

BACKGROUND

The project is comprised of a proposed extension of South Williamson Boulevard approximately 2.3 miles as a four-lane urban roadway from Airport Road to Pioneer Trail (CR4118) to provide another connection between Port Orange and New Smyrna Beach. The project is being designed with a partnership between the Pioneer Community Development District and Volusia County. The project will be designed for fifty miles per hour and to accommodate four travel lanes with on-road bike lanes, closed drainage system, twenty-two foot wide curbed and grassed median and a minimum five-foot wide sidewalk on each side of the road. The new right of way will have a width of 130 feet. The existing two-lane roadway south of Airport Road will be widened to four-lanes.

SITE CHARACTERISTICS

A soil map was created for the project area using the Natural Resource Conservation Service's Web Soil Survey application. The report showed the underlying soil types are predominately composed of Myakka fine sand (B/D), Pomona fine sand (B/D), Pomona-St. Johns complex (D), Pompano fine sand (B/D), Pompano-Placid complex (D), Smyrna fine sand (B/D), and Tavares fine sand (A).

Groundwater levels were recorded as they were encountered along the proposed roadway alignment. The recorded groundwater levels varied from 0.1 feet above the ground to 5 feet below the ground.

The overall project area is relatively flat with slopes of 0.5%. There are some isolated upland areas where the slopes are between 1-3%. The western basins flow to the west and outfall to Spruce Creek through the Cypresshead development and the eastern basins flow to the east through existing culverts under I-95 to a tributary of Spruce Creek.

Land use within the project is primarily undeveloped wooded and wetland areas. The existing portion of Williamson Boulevard is surrounded by single family residential, multi family residential, and a golf course.

A review of FEMA Flood Insurance Rate Map Numbers 12127C0509G and 12127C0525G, dated April 15, 2002 indicates that there are flood zones within the limits of the proposed roadway. These areas are classified as Zone A with no base flood elevations determined.

There are wetlands along the project limits. The site is generally drier now than it has been in the past. There is a current SJRWMD permit for Woodhaven Phase 1. There are no significant species but there is potential for gopher tortoises and a survey will be done at the appropriate time. All wetland impacts will be offset using Port Orange Mitigation Bank.

MIAMI CORPORATION
FARMTON MITIGATION BANK

ENABLING INSTRUMENT
Revised 6/24/99
2nd Revision 12/29/99
3rd Revision 6/7/00

PURPOSE: To provide an instrument for the establishment and use of the Farmton Mitigation Bank (FMB)

AN AGREEMENT GOVERNING THE USE OF
THE FARMTON MITIGATION BANK BETWEEN:

MIAMI CORPORATION

THE U.S. DEPARTMENT OF THE ARMY

THE U.S. ENVIRONMENTAL PROTECTION AGENCY

AND

THE U.S. FISH AND WILDLIFE SERVICE

EFFECTIVE DATE: 6/7/00

PART I - PREAMBLE

A. MITIGATION BANKING REVIEW TEAM (MBRT) AND PURPOSE OF BANK

The purpose of this document is to provide an instrument for the establishment and use of the Farmton Mitigation Bank (FMB). It provides background information and a project description for creating a wetland mitigation bank within the Farmton Tree Farm (Figure 1), owned by the Miami Corporation. The Farmton Tree Farm consists of 57,000 acres, and the proposed Mitigation Bank would include nearly half of the total property (24,323 acres). This would make the Farmton Tree Farm the largest mitigation bank in the United States.

The Farmton Mitigation Bank will be segmented into three distinct, but hydrologically connected sites (Figure 2). The South Site (4,391 acres) is located along the southern sections of the Farmton property and is immediately north of the SJRWMD Buck Lake conservation lands. The West Site (3,595 acres) is adjacent to the St. Johns River, and contains Cow Creek and Deep Creek, which are tributaries of the St. Johns River. The North Site (16,493 acres) includes Crane Swamp and the headwaters of Spruce Creek, which combine to form the largest remaining hardwood swamp on the east coast of Florida.

Habitat restoration, enhancement and preservation provided by this Bank will be used as the basis for establishing credit units. As a result of these efforts, the project will be permanent and self-perpetuating. Upon signature and permit issuance by the appropriate agencies, this instrument will be used to offset project impacts within the geographic service area described herein (Figure 3).

Although implementation of the mitigation plan will commence upon permit issuance, credit withdrawal from each of the three bank sites will occur in phases due to the magnitude of the project. Conservation Easements covering lands within each phase will be recorded prior to the request for credit withdrawal from that phase. The first three phases for each bank site are identified in Figures 11A, 11B, & 11C.

The Federal Mitigation Banking Review Team (MBRT) is comprised of the Corps, the U.S. Environmental Protection Agency, and the U. S. Fish and Wildlife Service. The overall goal of the MBRT and Farmton Mitigation Bank (the Bank) as taken from the "Federal Guidance for the Establishment, Use and Operation of Mitigation Banks," 60 Fed. Reg. 58, 605-58, 614 (Nov. 28, 1995), is to provide economically efficient and flexible mitigation opportunities, while fully compensating for wetland and other aquatic resource losses in a manner that contributes to the long-term ecological functioning of the watershed within which the bank is located. The specific goal of the Bank is to provide compensatory mitigation in advance of unavoidable adverse impacts to similar aquatic resources, which may be authorized by the U. S. Army Corps of Engineers Regulatory Program. Such compensatory mitigation will be considered where, after accepted mitigation sequencing, standard mitigation practices have been determined to be impracticable or not ecologically beneficial.

The MBRT for the Bank consists of the following individuals:

Mr. Mark Evans	USACOE
Mr. Don Palmer	USFWS
Mr. Haynes Johnson	USEPA
Mr. Todd Gipe	SJRWMD

Technical consultants for FMB include:

Mr. Steve Nielsen, Ph.D., Ms. Sharon Collins, Mr. Stuart Bradow, Mr. Jim Bassett - Environmental Management Systems, Inc.

Landowner's Representatives:

Ms. Barbra Goering	Miami Corporation
Mr. Earl Underhill	Miami Corporation
Mr. Glenn Storch, esq.	Storch, Hansen & Morris, P.A.

Permittee's Representatives:

Ms. Barbra Goering	Miami Corporation
Mr. Earl Underhill	Miami Corporation
Mr. Glenn Storch, esq.	Storch, Hansen & Morris, P.A.

B. PROJECT DESCRIPTION

From the late 1800's to around 1960, the land which comprises the Farmton Tree Farm was cleared and used for cattle grazing. Since the early 1950's the majority of lands suitable for planting have been planted with slash pine. These pine plantations are currently harvested at 20 - 40 year rotation intervals. As a stand of timber is cut, or as new land is cleared, the land is replanted with slash pine. Other timber considered as merchantable has been harvested within some of the temperate hardwood areas and these areas were replanted with slash pines. The logging of cypress and removal of pine from within forested wetlands has also been a part of the harvesting program. Excessive hunting, hydrologic alterations, and cattle grazing have also contributed to environmental impacts on the land.

The attached Functional Analysis (Appendix I) describes the existing conditions in detail.

The goal of the mitigation plan is to provide restoration, enhancement, and preservation of wetlands and uplands within each of the three bank sites. Specific objectives include re-establishing surface water flows and wetland hydroperiods, allowing the regeneration of converted and previously harvested wetlands and uplands, improving the quality of habitat, greatly reducing the amount of hunting, phasing out cattle grazing, and preservation of ecosystems. A summary of the proposed mitigation is found in Part II - A of this document. A detailed mitigation plan is included in the Functional Analysis (Appendix I).

In addition to the self-contained ecological value of the Farmton Mitigation Bank, the bank is a valuable component of the natural corridor system that is being established along the St. Johns River. It is significant to the regional ecosystem not only because of its large size, but also because it is adjacent to other conservation lands, including the Buck Lake property owned by the St. Johns River Water Management District, and the Colbert-Cameron Mitigation Bank. The property also lies near the Lake Monroe Mitigation Bank and South Lake Harney Conservation Areas. It consists of a major network of wildlife corridors extending from the east side of the St. Johns River to Crane Swamp and Spruce Creek Swamp (the headwaters of Spruce Creek). Numerous Listed Species (endangered and threatened) have been identified within each of the Bank sites. Much of the value of the bank lies in this fact: without the bank, most of the land could be used in perpetuity for either forestry or development.

The Functional Analysis (Appendix I) provides a detailed description of the anticipated ecological changes associated with project activities.

C. LOCATION, SIZE, OWNERSHIP, TYPE OF BANK AND IDENTITY

The proposed 24,323 acre Farmton Mitigation Bank is wholly owned by the Miami Corporation, and is located in southeast Volusia County and northern Brevard County, between SR 44 to the north, SR 46 to the south, SR 415 to the west and I-95 to the east (Figure 1). The North Site is located in Sections 10 - 15, 22-28, 34-36, Township 18S, Range 33E, Sections 18-20, 29-32, Township 18S, Range 34E, Sections 1, 12, Township 19S, Range 33E and Sections 5-8, 17-21, & 29, Township 19S, Range 34E. The West Site is located in Sections 16-21, 28-33, Township 19S, Range 33E. The South Site is located in Sections 6-8, 11-13, 24-27, of the Bernardo Sequi Grant, Indian River Park, P.B. 2, p.33, Brevard County (located in Township 20S, Range 34E, AI) and in Section 37, Township 20S, Range 33E, AI, Volusia County.

This bank is intended to serve the mitigation requirements for various development projects in the geographic service area surrounding the bank sites.

D. BASELINE CONDITIONS

There are over 17,000 acres of wetlands on the three bank sites (Figures 4A-4C), with the North Bank site containing the highest percentage of wetlands. The remaining lands consist primarily of pine flatwoods, with lesser amounts of hardwood and live oak hammocks, sand pine/scrub, and other minor communities. Virtually all of the bank area has been mapped as forestry stands, and over 60% of the total bank area is considered to be readily harvestable (slash pines and cypress stands), with another 35% harvestable depending on seasonal or climatic conditions.

The overall topography at the Farmton Tree Farm is extremely flat, and it is difficult to divide the site into well-defined drainage basins. After 1950, a network of well-maintained forestry roads and the FPL powerline easement were constructed at elevations above the existing grade, and these have altered the historic drainage patterns and hydrology of the site. The existing placement of culverts under the roads is insufficient to support the historic movement of surface water. During times of heavy rainfall, there are prolonged periods where in some areas surface water levels are almost 2'

higher on one side of the road as compared to the other side. The roads are frequently over-topped, and large washouts occur - sometimes cutting new waterway channels.

All bank sites currently have some cattle, although the stocking rate is very low. Hunting activities may have contributed to the loss of animal species diversity, as well as some degradation of vegetative habitat due to vehicular access. Fencing will be installed to prevent cattle from entering each conservation area.

The Functional Analysis (Appendix I) for the Farmton Mitigation Bank provides a detailed description of the existing baseline conditions on the site.

E. ESTABLISHMENT AND USE OF CREDITS

Because the Farmton Mitigation Bank is such a large area, and future demand for mitigation credits within the service area is unknown, Conservation Easements will be used to define bank phases, and these will be placed in increments based on the implementation of that phase and anticipated need for credits. With the exception of removal of bedding and removal of cattle, all mitigation tasks and programs will be implemented before placement of Conservation Easements.

It should be noted that this is expected to be a very long-term bank. Credits may be sold or used over a 100 year period or more. Some of the mitigation categories include success criteria to be demonstrated through monitoring, and the credits will not be requested until the monitoring program has shown that 100% success has been achieved.

When a phase is to be implemented (based on anticipated credit need), a GIS map with the phase boundaries identified will be forwarded to SJRWMD and the ACOE. Acreages for each mitigation category within the phase will be obtained by GIS, and indicated on the map. A table of credits to be released upon placement of the Conservation Easement, and upon meeting success criteria, will be included. The proposed first three phases in each bank are shown in Figures 11A, 11B, & 11C. Subsequent phases in each bank site average approximately 500 acres, and will be contiguous to the original phase (or previous phase) so that the area under Conservation Easement will continually increase in an incremental fashion.

The fact that Farmton Mitigation Bank is such a large bank, and is expected to operate over a very long time, places a level of uncertainty that all credits will eventually be sold. If the market demand for credits is inadequate for any reason, the Miami Corporation reserves the right to remove unused portions of the bank (those areas without Conservation Easements in place) from the bank.

A GIS map of each bank site, and a running total of credits and debits, will be maintained by Miami Corporation and reported following every transaction. Each permit application proposing to use the Farmton Mitigation Bank sites will contain the latest balance sheet on credits available, credits used up to that time, and the number of credits proposed to offset the project impacts. Simultaneously with issuance of the permits authorizing wetland impacts and the use of Farmton Mitigation Bank as mitigation, the SJRWMD and the ACOE will verify all changes to the credit balance and process the credit debit from the Farmton Mitigation Bank permit.

According to "Closing the Gaps in Florida's Wildlife Habitat Conservation System" (FFWCC, 1994) Farmton is part of a black bear corridor extending along the St. Johns River and into forested areas in Volusia, Brevard, Flagler and St. Johns counties. This corridor is actually linked to the Ocala National Forest. In addition, portions of the property represent a Strategic Habitat Conservation Area for fox squirrels, American swallow-tailed kites, snowy egrets, great egrets, wood storks, little blue herons and southern bald eagles. Black bear tracks were observed by EMS within each of the three bank sites and bears have been frequently observed by Miami Corporation employees. Fox squirrels, wood storks, bald eagles, sandhill cranes, and indigo snakes are among the Listed Species observed. Other species recorded in the area include wild turkey, limpkin, mottled duck, scrub holly, fall-flowering ixia, Curtiss' sandgrass, nodding pinweed, large-flowered rosemary, and Rugel's pawpaw.

In addition to the Listed Species described above, many rare species have been observed in the mitigation bank sites. During the early spring, vast numbers of neotropical migratory birds stop to feed and rest in the wetland areas. A wide variety of wetland-dependent birds, such as egrets, limpkins, and herons, have been observed throughout the sites. Local knowledge indicates that an egret rookery has existed in the North Bank site, but it was never observed.

The Wildlife Management Plan (Appendix III) further describes existing conditions such as hunting estimates and deer populations.

E. CURRENT FORESTRY CONDITIONS

Pine plantations within the mitigation bank sites total approximately 8,400 acres. The ages of the individual stands vary from one year to approximately 35 years old. The timber stands are located mostly in historic pine flatwoods areas, but are also in habitats which were historically upland mixed hardwood forests, oak hammocks, and mixed forested wetlands.

Existing forestry techniques and conditions are further described in the Forestry Stewardship Plan (Appendix II).

F. DEVELOPMENT POTENTIAL

The Farmton Mitigation Bank sites have an excellent potential for future development, since they lie midway between the urban areas of Orlando, Daytona Beach, and Cocoa (Figure 1). It would be feasible for residents to commute to work in any of these three areas. Interstate-95 lies immediately east of Farmton, and would allow rapid access to Daytona Beach and Cocoa. The newly constructed Greeneway (SR 417) connecting Sanford to Orlando would allow easy access to the Orlando area, and would avoid the heavy Interstate-4 traffic.

Numerous platted subdivisions and platted roads are present throughout the Farmton property and many of these areas are within the three bank sites (Figures 10A-10C). Within the three bank sites an estimated 8,000 acres of uplands could be readily converted to residential or uses other than forestry.

Farmton Conservation Management Plan

Volusia County

Pursuant to

Farmton Local Plan

Ordinances 2009-34, 2011-10, and 2013-05

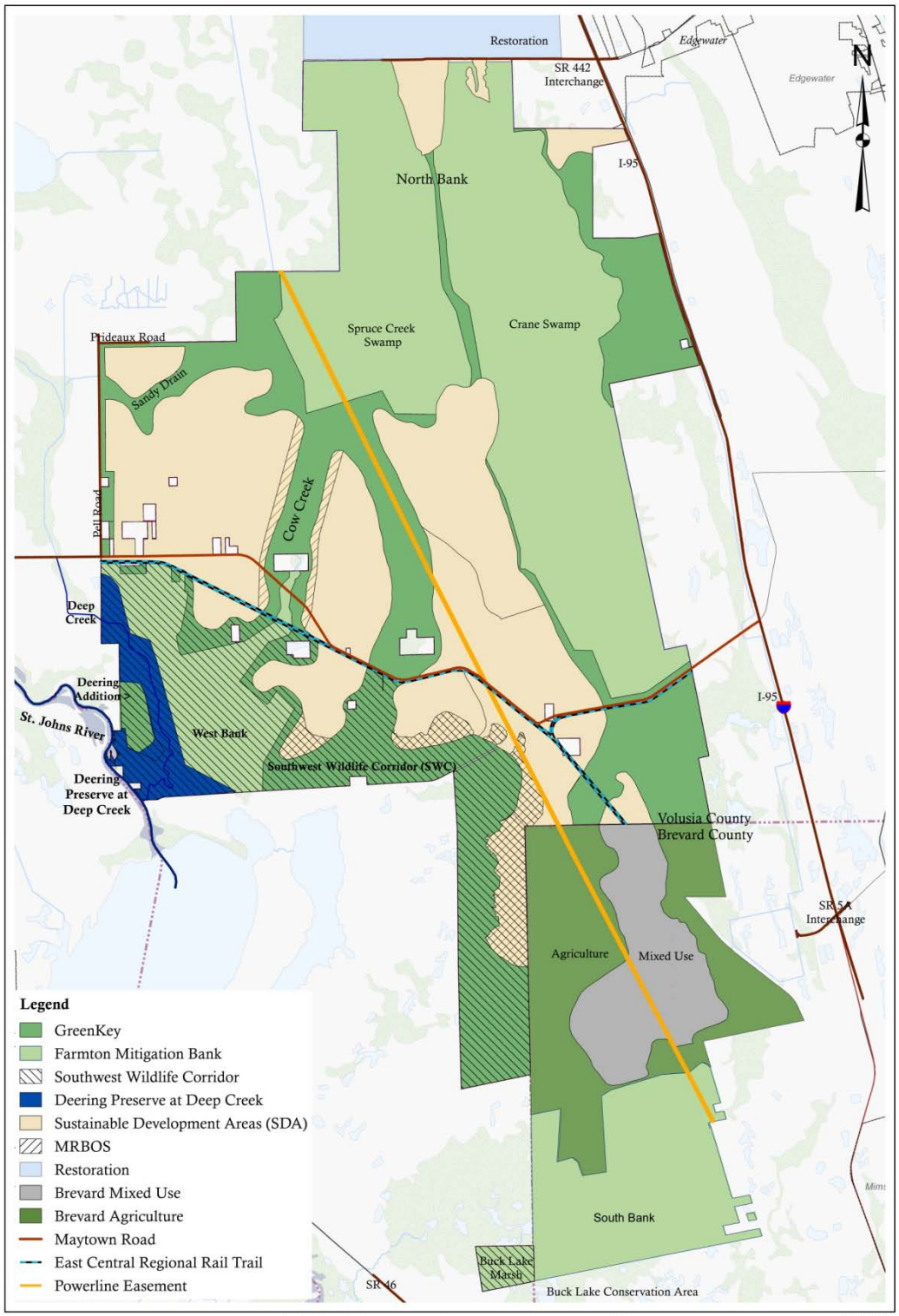


Miami Corporation

Farmton Conservation Management Plan Task Force

Effective upon final adoption by Volusia County Council

Ordinance 2013-07 Exhibit A



This map and all data contained within are supplied as is with no warranty. TerraBlue Environmental, LLC expressly disclaims responsibility for damages or liability from any claims that may arise out of the use or misuse of this map. It is the sole responsibility of the user to determine if the data on this map meets the user's needs. This map was not created as survey data, nor should it be used as such. It is the user's responsibility to obtain proper survey data, prepared by a licensed surveyor, where required by law.

Volusia Conservation Management Plan--Feb 5 2013
Place Names
Figure 2

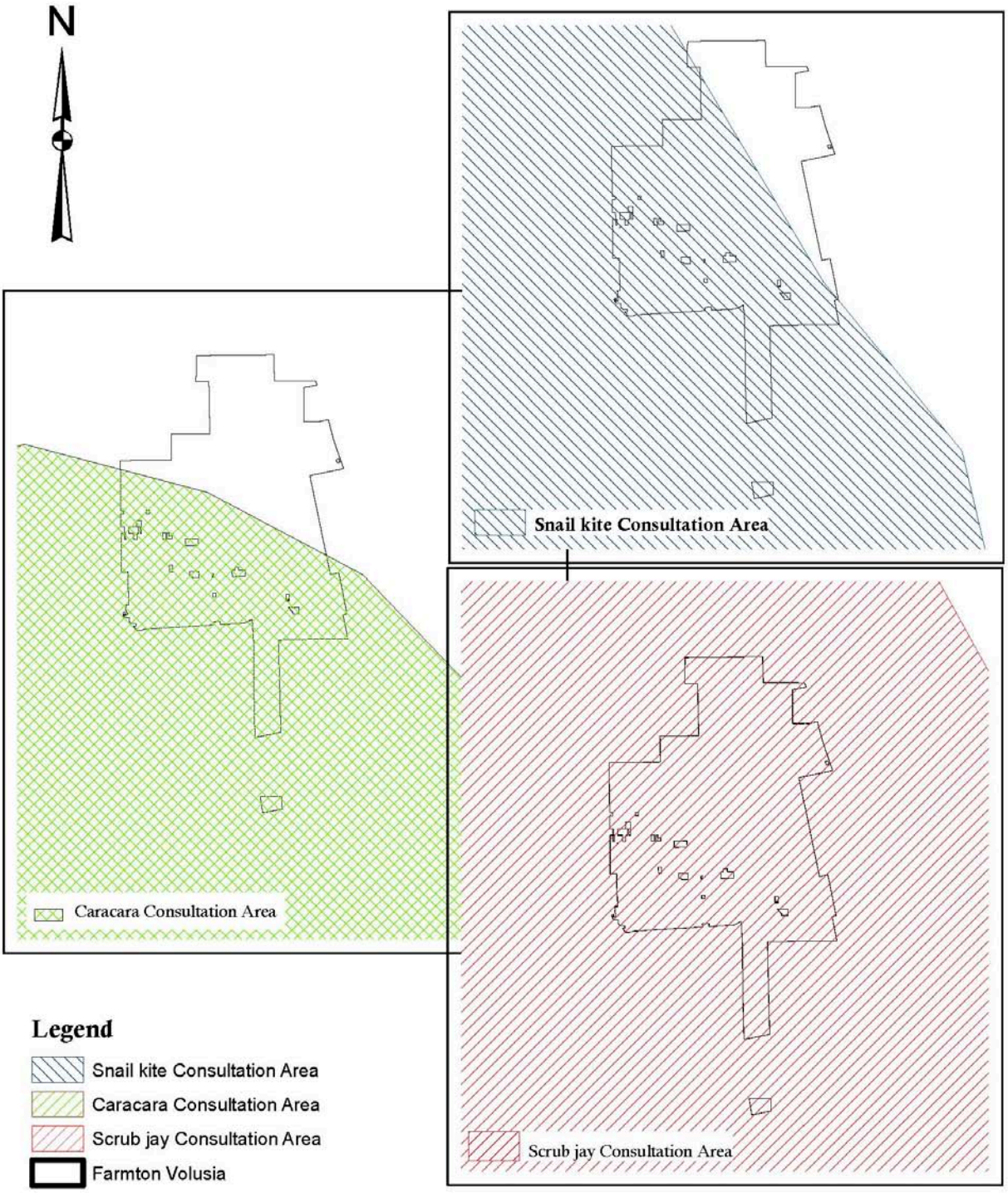
TerraBlue Environmental
P.O. Box 3606
Plant City, FL 33563
TEL: 386-878-3064
scollins@terrablueenvironmental.com

Migratory Bird Treaty Act of 1918 (16 U.S.C. 703-712). Swallow-tailed kites are known to nest on Farmton during the breeding months of March-August. Their nesting preferences appear to be mature slash pine in or near forested wetlands.

4.6 USFWS Consultation Areas

Section 7 of the Endangered Species Act requires consultation with the U.S. Fish and Wildlife Service (USFWS) when any action which requires a permit *may affect* a listed endangered or threatened species. USFWS identifies consultation areas for potential habitat of listed species and the FLP requires the CMP to identify consultation areas. USFWS has identified all of Farmton within Consultation Areas for the Florida scrub jay (*Aphelocoma coerulescens*). Further, a large portion of Farmton is included as consultation area for Crested caracara (*Caracara cheriway*), and Everglades snail kite (*Rostrhamus sociablilis plumeus*). While Volusia County is in the historic range of each of these species, none have been observed onsite. Each of these species has specific habitat requirements which are not present or are far removed from known populations. The closest known population of Crested caracara is Viera and Everglades snail kites have been reported there. Scrub jay populations exist in Deltona, Edgewater, Merritt Island National Wildlife Refuge, and in the I-95/SR-5A interchange in Brevard County. Consultation Areas on Farmton for these species are depicted in Figure 10.





This map and all data contained within are supplied as is with no warranty. TerraBlue Environmental, LLC expressly disclaims responsibility for damages or liability from any claims that may arise out of the use or misuse of this map. It is the sole responsibility of the user to determine if the data on this map meets the user's needs. This map was not created as survey data, nor should it be used as such. It is the user's responsibility to obtain proper survey data, prepared by a licensed surveyor, where required by law.

Volusia Conservation Management Plan--Feb 8 2013
USFWS Consultation Areas
Figure 10

TerraBlue Environmental
P.O. Box 3606
Plant City, FL 33563
TEL: 386-878-3064
scollins@terrablueenvironmental.com

United States Department of the Interior

FISH AND WILDLIFE SERVICE
North Florida Ecological Services Field Office
7915 BAYMEADOWS WAY, SUITE 200
JACKSONVILLE, FL 32256
PHONE: (904)731-3336 FAX: (904)731-3045

Consultation Code: 04EF1000-2016-SLI-0148 December 17, 2015
Event Code: 04EF1000-2016-E-00129
Project Name: Williamson Boulevard Suite of Projects

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having

similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm; http://www.towerkill.com; and http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment

Official Species List

Provided by:

North Florida Ecological Services Field Office
7915 BAYMEADOWS WAY, SUITE 200
JACKSONVILLE, FL 32256
(904) 731-3336

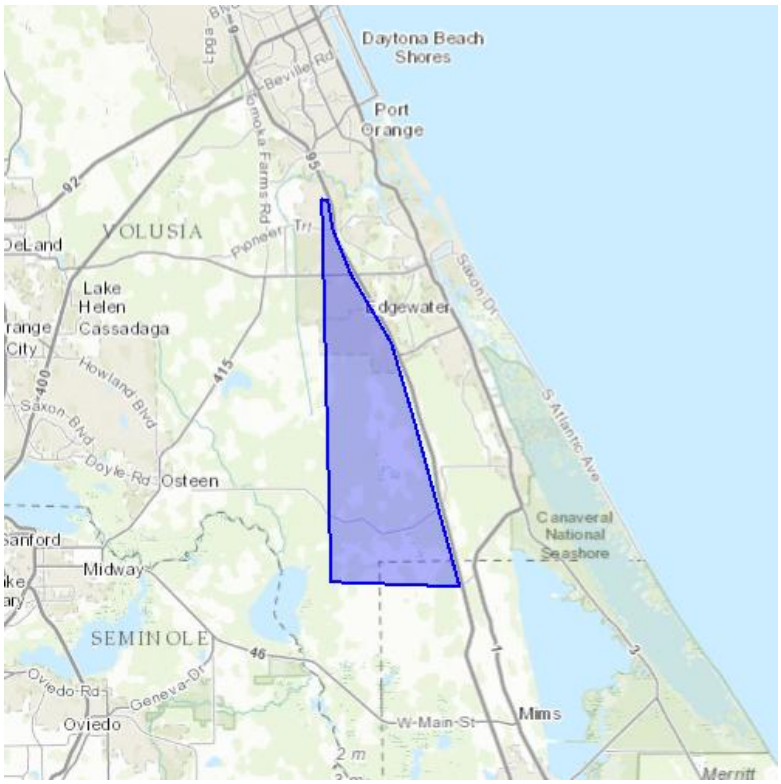
Consultation Code: 04EF1000-2016-SLI-0148
Event Code: 04EF1000-2016-E-00129

Project Type: DEVELOPMENT

Project Name: Williamson Boulevard Suite of Projects
Project Description: Extension of Williamson Boulevard from Airport Road south to Farmton, along with associated residential and commercial development and interchanges with Interstate 95

Please Note: The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your previous Official Species list if you have any questions or concerns.

Project Location Map:



Project Coordinates: MULTIPOLYGON (((-81.01824760437012 29.0707241815047, -81.01275444030762 29.069673927087877, -81.00863456726074 29.0478412161013, -80.99258422851562 29.01174333850371, -80.95722198486328 28.95858671352588, -80.936279296875 28.89818930395678, -80.89645385742188 28.77066855563607, -81.01078033447266 28.773677918788586, -81.01824760437012 29.0707241815047)))

Project Counties: Brevard, FL | Volusia, FL

Endangered Species Act Species List

There are a total of 18 threatened or endangered species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section further below for critical habitat that lies within your project. Please contact the designated FWS office if you have questions.

Birds	**Status**	**Has Critical Habitat**	**Condition(s)**
Audubon's crested caracara *(Polyborus plancus audubonii)* Population: FL pop.	Threatened		
Everglade Snail kite *(Rostrhamus sociabilis plumbeus)* Population: Entire	Endangered	Final designated	
Florida scrub-jay *(Aphelocoma coerulescens)* Population: Entire	Threatened		
Piping Plover *(Charadrius melodus)* Population: except Great Lakes watershed	Threatened	Final designated	
Red Knot *(Calidris canutus rufa)*	Threatened		
Red-Cockaded woodpecker *(Picoides borealis)* Population: Entire	Endangered		
Wood stork *(Mycteria americana)* Population: AL, FL, GA, MS, NC, SC	Threatened		
Flowering Plants			

Carter's mustard *(Warea carteri)*	Endangered		
Lewton's polygala *(Polygala lewtonii)*	Endangered		
Okeechobee gourd *(Cucurbita okeechobeensis ssp. okeechobeensis)*	Endangered		
Rugel's pawpaw *(Deeringothamnus rugelii)*	Endangered		
Mammals			
Southeastern Beach mouse *(Peromyscus polionotus niveiventris)* Population: wherever found	Threatened		
West Indian Manatee *(Trichechus manatus)* Population: Entire	Endangered	Final designated	
Reptiles			
Atlantic Salt Marsh snake *(Nerodia clarkii taeniata)* Population: Entire	Threatened		
Eastern Indigo snake *(Drymarchon corais couperi)* Population: Entire	Threatened		
Green sea turtle *(Chelonia mydas)* Population: FL, Mexico nesting pops.	Endangered		
Hawksbill sea turtle *(Eretmochelys imbricata)* Population: Entire	Endangered	Final designated	
Leatherback sea turtle *(Dermochelys coriacea)* Population: Entire	Endangered	Final designated	

Critical habitats that lie within your project area

There are no critical habitats within your project area.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

DEC - 4 2012

Colonel Alan M. Dodd
District Engineer
Cocoa Regulatory Field Office
Jacksonville District Corps of Engineers
Attn: Mr. Andrew Phillips
400 High Point Drive, Suite 600
Cocoa, Florida 32926

Subject: Hammock Creek Green, LLC; Permit Application No. SAJ-2009-1219

Dear Colonel Dodd:

This letter is in response to the above referenced public notice (PN) for authorization to construct a commercial and residential development in wetlands immediately east of Spruce Creek swamp, near the town of Edgewater, Volusia County, Florida. The proposed development is on a 5,187-acre tract and the applicant is proposing to fill/excavate approximately 466 acres of jurisdictional wetlands for project construction. An additional 108 acres of impacts would occur to non-jurisdictional (isolated) wetlands at the proposed development site. The development site is located within the Spruce Creek watershed, a tributary to the Atlantic Intracoastal Waterway near the Ponce Inlet.

The applicant is proposing to construct approximately 8,500 residential units, 3.2 million square feet of retail, office, commercial and civic facilities as well as associated roadway, parking and stormwater management facilities at the property. The applicant proposes to preserve and enhance approximately 3,735 acres of lands (72 percent of the site) on the western portion of the site, in a comprehensive mitigation/management plan, including hydrologically enhancing approximately 1,970 acres of wetlands within the preserve area to provide compensatory wetland mitigation.

A United States Environmental Protection Agency Region 4 staff biologist conducted a site inspection with your Regulatory Division project manager and the applicant's environmental consultants on October 3, 2012. The applicant has provided information indicating that approximately 60 percent of the site is jurisdictional wetlands. A considerable portion of the site has been intensively managed for timber for the past several decades. Although some of the proposed impacts would occur to wetlands degraded by silvicultural practices, the EPA's site inspection finds that over two-thirds of the proposed impact area appears to be comprised of functional and high quality wetlands.

Our inspection also confirmed that the proposed impact area at the eastern portion of the site is comprised of north to south wetland slough systems with upland pine areas separating the wetland sloughs. At the proposed 466-acre jurisdictional wetland fill/excavation area, there are several large mature cypress and cypress-slash pine wetland sloughs forested with a tree canopy of 60-70 feet in height. These cypress dominated freshwater forested wetlands appear to be fully functional and ecologically valuable. The applicant has provided information that indicates that approximately 176 acres of cypress forested jurisdictional wetlands and 153 acres of cypress-slash pine forested

jurisdictional wetlands are located in the proposed impact zone. The balance of the proposed wetland impacts would be to wet pine plantation wetlands and wetlands under a large on-site powerline right-of-way. Approximately 72 acres of the on-site jurisdictional wetlands would be excavated for the proposed stormwater management system and 394 acres of the on-site jurisdictional wetlands would be filled.

The wetlands at the project site perform many valuable ecological functions, including providing fish and wildlife habitat, food chain support, natural water quality improvement and flood storage. Freshwater forested wetlands: 1) provide valuable breeding, nesting and foraging areas for fish and wildlife; 2) improve water quality through biogeochemical cycling and sediment sequestration; 3) replenish groundwater and maintain dry season stream flows; 4) store and slowly release wet season flood waters; and 5) support maintenance of biodiversity in supporting numerous animal and plant species.

Proposed direct and indirect impacts will occur to mature cypress and cypress-pine forested wetlands at the proposed fill locations. The EPA considers these areas of cypress forested wetlands to be of sufficient quantity (329 acres) and sufficient quality to be considered Aquatic Resources of National Importance (ARNI) because they provide nesting, roosting and feeding sites for a wide variety of wildlife species, as well as filtering upland runoff and providing groundwater recharge of the aquifer when the adjacent water table drops during drought periods.

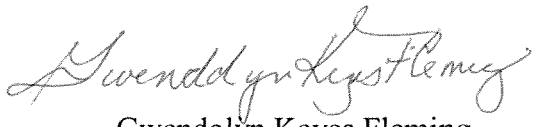
The EPA has completed its review of this project from information contained in the PN, additional information provided by the applicant and our recent site inspection. This letter summarizes the EPA's position on the Project, concentrating on the Clean Water Act (CWA) Section 404(b) (1) Guidelines (the Guidelines), which prohibit avoidable or significant adverse impacts to the aquatic environment. The EPA believes the proposed wetland impacts are significant due to the quality of the wetlands to be impacted and the size of the proposed wetland fill. Opportunities may exist to further avoid and minimize impacts through alternative development footprints.

Therefore, the EPA requests that the applicant provide additional information on alternative development approaches and the measures that can be taken to avoid and minimize on-site wetlands impacts, specifically to the on-site cypress forested wetland areas mentioned above. Section 230.10(a) of the Guidelines states that no discharge of dredge and/or fill material shall be permitted if there is a practicable alternative which would have less adverse impact on the aquatic environment, provided the alternative does not have other significant adverse environmental consequences. Practicable alternatives are those that are "available and capable of being done after taking into consideration cost, existing technology and logistics in light of the overall project purposes." According to the Guidelines and the February 6, 1990, Memorandum of Agreement between the U.S. Army Corps of Engineers (Corps) and the EPA, an applicant must demonstrate avoidance and minimization of wetland impacts before compensatory mitigation can be considered. And the 2008 Mitigation Rule states that mitigation should be considered utilizing a watershed approach. Given these considerations, the EPA is available to work with the Corps and the applicant on alternatives that maximize the use of on-site upland areas and avoid the cypress and cypress-slash pine wetlands while considering the watershed context of the site.

In summary, the EPA has determined that the project does not presently comply with all aspects of the Guidelines and will have substantial and unacceptable adverse impacts on ARNI. Therefore, we recommend denial of the project as currently proposed. This letter follows the field level procedures outlined in the August 1992 Memorandum of Agreement between the EPA and the Department of the Army, Part IV, paragraph 3(b) regarding Section 404(q) of the CWA.

Thank you for the opportunity to comment on this request for authorization. We look forward to receiving additional information and working with you in the future. If you have any questions, please contact Mr. Eric Hughes at (904) 232-2464.

Sincerely,



Gwendolyn Keyes Fleming
Regional Administrator

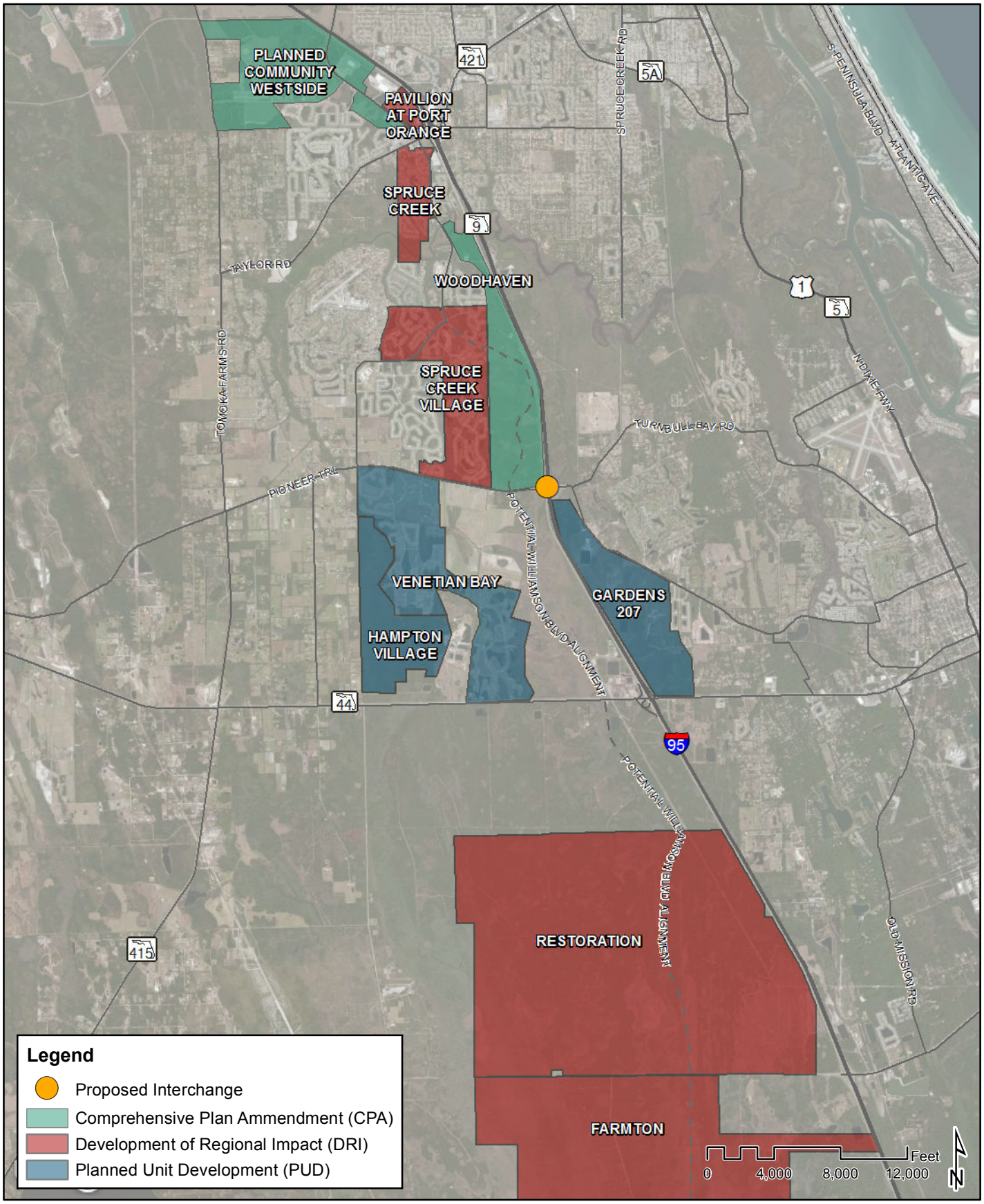
cc: Mr. Mike Register
Saint Johns River Water Management District

Ms. Vicki Nations
Saint Johns River Water Management District

Mr. Heath Rauschenberger
U.S. Fish and Wildlife Service

Mr. George Getsinger
National Oceanic and Atmospheric Administration

Mr. Dave Herbster
Florida Department of Environmental Protection



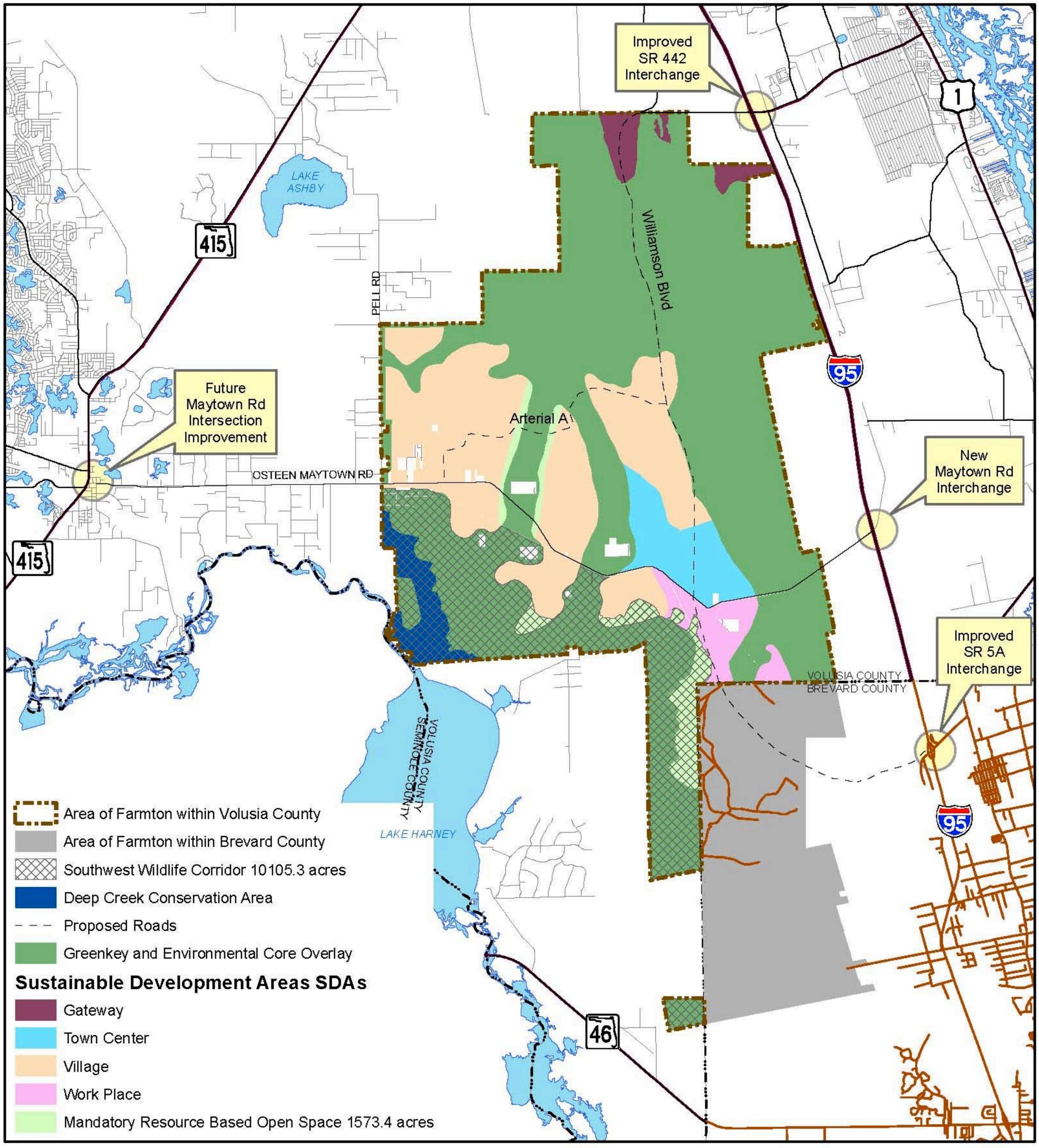
FDOT

PLANNED DEVELOPMENT IN VICINITY OF PROPOSED PIONEER TRAIL INTERCHANGE VOLUSIA COUNTY, FL

H:\profile\11730 - FDOT D5 Design Traffic and PDE Support\TWO 35_General Services\Pioneer Trail IJR Peer Review\GIS\Development Map.mxd - bboncore - 1:26 PM 4/16/2014

Figure 2-10

Farmton Local Plan
Spine Transportation Network



1" = 2.5 Mile
4/14/2011

Prepared by: Volusia County Growth and Resource Management Department

CESAJ-RD-P
SAJ-1998-01836-TMF

MEMORANDUM FOR RECORD

SUBJECT**:** Evaluation for Farmton Mitigation Bank and Modification of the Mitigation Banking Instrument

1. SPONSOR: Miami Corporation
Mr. Mike Brown
1625 Maytown Road
Osteen, Florida 32764

2. LOCATION, WATERWAY AND PROJECT DESCRIPTION:

a) LOCATION: Farmton Mitigation Bank (FMB) is located in southeast Volusia County and northern Brevard County, between SR 44 to the north, SR 46 to the south, SR 415 to the west and I-95 to the east. It is comprised of three sites identified in the FMB Mitigation Banking Instrument (MBI) as the North Site, West Site and South Site.

b) WATERWAY: Each site within the FMB contains wetlands and waters that are hydrologically connected to the St. Johns River, a Section 10 Waters of the United States. The North Site is dominated by Crane Swamp which flows into Spruce Creek Swamp to Spruce Creek and Cow Creek into the St. Johns River. The West Site drains into Cow Creek and Deep Creek into the St. Johns River. The South Site drains into Buck Lake then to Six Mile Creek to the St. Johns River.

c) PROJECT DESCRIPTION: The FMB is wholly owned by the Miami Corporation. The three sites which make up the FMB's total 24,323 +/- acres of which over 17,000 acres are wetlands. The FMB MBI includes provisions allowing for regulated hunting and ongoing silviculture operations in Designated Forestry Areas. However, as stated in the FMB Forestry Stewardship Plan "The Designated Forestry Areas" are outside of the bank boundaries for purposes of the federal MBI, but inside the bank boundaries of the state permit.

The FMB was authorized by the U.S. Army Corps of Engineers (Corps) on 7 June 2000 and has completed all stated objectives with the exception of pine plantation conversion. Preservation of all three sites within FMB through the recording of conservation easements has been phased with the release of compensatory mitigation credits. Currently, nine parcels totaling approximately 6,352 acres within the North Bank site have been preserved through the recording of conservation easements. In addition, an area in the northeast corner of the North Site currently has reserved mineral rights owned by another party. The FMB sponsor has been in negotiations since 2000

to acquire the mineral rights and understands that the Corps will not release credits for this area until the mineral rights are extinguished.

The compensatory mitigation objectives for FMB include reestablishing natural surface water flows and hydroperiod of the watershed, conservation, enhancement and preservation of habitat. Additionally, forestry stewardship management is a component of the objective and includes selective conversion of pine plantations to native habitat, implementing hunting restrictions, phasing out of cattle grazing and the preservation of rare ecosystems and archaeological sites.

The potential compensatory mitigation credits for FMB were determined using the Wetland Rapid Assessment Procedures (WRAP) developed by the South Florida Water Management District. FMB, as approved, has the potential to provide a total of 5,656.64 compensatory mitigation credits upon achieving all success criteria and complying with the requirements of the FMB MBI.

3. PROPOSED MODIFICATION: On 5 February 2010 TerraBlue Environmental requested, on behalf of Miami Corporation, a modification to the existing FMB MBI and permit documents. The modification was requested to address the land use provisions of the Farmton Local Plan (FLP). The FLP was approved by Brevard County on 21 December 2010 and by Volusia County on 17 March 2011. It establishes two land use designations within the 47,000 acre Farmton site called GreenKey and Sustainable Development Areas. The GreenKey land use designation identifies conservation areas and other green infrastructure to be protected in perpetuity. These areas will include wildlife corridors, landscape linkages, conservation areas and restoration sites that add approximately 17,000 acres to the conservation landscape adjacent to the 24,000-acre FMB sites. Sustainable Development Areas are designated for future development.

While the initial modification request included changes to all three FMB sites, this was revised on 27 April 2010 to include only the North Site. As described in the originating documents, the overall North Site contains 16,492.46 acres. This figure includes 1,475.14 acres which are excluded from the federal FMB consisting of: a) road alignment (155.31 acres); b) powerline easement (48.08 acres); and c) Designated Forestry Areas (1271.75 acres), therefore, for the federal FMB, the North Site consists of a total of 15,017.32 acres.

With this modification the North Site would contain 14,531.87 acres of the following habitat types:

North Site	Existing Acres	Proposed Acres	Reduction
411 Pine Flatwoods			
• Buffer Area (U11)	1784.87	1674.83	110.04
• Bedded Buffer Area (W3)	875.98	784.51	91.47
421 Xeric Oak	26.82	26.82	0.00
425 Temperate Hardwoods	9.56	8.92	0.64
427 Live Oak	26.79	26.79	0.00
434 Hardwood/Conifer Mixed	9.76	9.76	0.00
610 Wetland Hardwood Forest	155.65	150.13	5.52
613 Gum Swamp	49.46	29.83	19.63
617 Mixed Wetland Hardwood	38.54	37.64	0.90
620 Wetland Coniferous Forest	361.98	355.75	6.23
621 Cypress	8557.29	8371.06	186.23
624 Cypress/Pine/Cabbage Palm	761.19	730.03	31.16
630 Wetland Forested Mixed	856.53	839.50	17.03
641 Freshwater Marsh	1266.73	1256.74	9.99
646 Wetland Scrub	236.17	229.56	6.61
Total North Site acres	15017.32	14531.87	485.45
Total North Site Upland acres	1857.80	1747.12	110.68
Total North Site Wetland acres	13159.52	12784.75	374.77

This modification includes the removal of 374.77 wetland acres (as shown on the table above). With this modification, the North Site wetland acreage will be adjusted as follows:

North Site Mitigation Category	Original North Site Acres	Modified North Site Acres	Reduction
W1 – Harvested Wetland Hydrologic Enhancement	505.69	502.61	3.08
W2 – Wetland Hydrologic Enhancement	11,465.35	11,294.30	171.05
W3 – Wetland Restoration	875.98	784.51	91.47
W4 – Harvested Cypress Wetland Enhancement	48.18	40.67	7.51
W5 – Cypress Wetland Enhancement	210.10	132.98	77.12
W6 – Harvested Hardwood Wetland Enhancement	10.18	3.97	6.21
W7 – Hardwood Wetland Enhancement	44.04	25.71	18.33
ACOE Total	13,159.52	12,784.75	374.77

4. DATE OF PUBLIC NOTICE: A public notice for the proposed modification of FMB pertaining to the removal of 374.77 wetland acres from the North Site was issued on 5 May 2010. All interested parties were provided a 30-day comment period which ended on 4 June 2010.

5. COMMENTS TO THE PUBLIC NOTICE: The following written comments were received in response to the Public Notice: Alice Jaeger on behalf of Volusia-Flagler Sierra Club and Leslie Blackner, attorney representing Volusia-Flagler Sierra Club requested a 60 day extension to the public notice comment period via email on 12 May 2010 citing the enormous size of the project and the far reaching, long term effect it will have. By email dated 26 May 2010, Ms. Michele Moen with the Edgewater Citizens' Alliance for Responsible Growth requested all information provided to the Corps by Farmton in support of the proposed modification. Ms. Moen also expressed concerns that if the proposed modification were approved, she believed that anticipated residential development would begin immediately. The Public Notice comment period was not extended beyond 4 June 2010. Comments received after 4 June 2010 are documented in the administrative record.

6. FURTHER COORDINATION:

a) The Corps requested additional information from TerraBlue Environmental via email on 2 November 2010. The request addressed the need for clarification of the legal instrument (access easement); a summary map with exclusions from the 2000 MBI along with modification to the ACOE-only footprint; additional information regarding county approval of the Farmton Local Plan, which includes lands that are part of the modification request; and calculations for credit reduction in the proposed modification area.

TerraBlue Environmental's response to the Corps' request included an executive summary narrative associated with the proposed modification; revised tables depicting the acres proposed to be removed and the loss of credits associated with the removal; the legal mechanism that would allow for perpetual hydrologic structures access and maintenance; an explanation regarding the existing 200-foot-wide exclusion corridor; a summary of the FLP; a figure showing the existing FMB service area; and a figure depicting the areas (and acreages) proposed to be removed from the North Site. The following table provides a summary of the information that was included in the response:

North Site Mitigation Category	Original Acres	Acres Removed	Modified Acres	Delta Value (*)	Original Credit Potential	Credit Loss	Modified Credit Potential
W1 – Harvested Wetland Hydrologic Enhancement	505.69	3.08	502.61	0.47	237.67	1.44	236.23
W2 – Wetland Hydrologic Enhancement	11,465.35	171.05	11,294.30	0.30	3439.61	51.32	3388.29
W3 – Wetland Restoration	875.98	91.47	784.51	0.44	385.43	40.25	345.18
W4 – Harvested Cypress Wetland Enhancement	48.18	7.51	40.67	0.61	29.39	4.58	24.81
W5 – Cypress Wetland Enhancement	210.10	77.12	132.98	0.53	111.35	40.87	70.48
W6 – Harvested Hardwood Wetland Enhancement	10.18	6.21	3.97	0.61	6.21	3.78	2.43
W7 – Hardwood Wetland Enhancement	44.04	18.33	25.71	0.53	23.34	9.72	13.62
Totals	13,159.52	374.77	12,784.75		4233.00	151.96	4081.04

* Multiplicative value applied to acre value to determine credit generation potential.

b) The Florida Fish and Wildlife Conservation Commission (FFWCC) provided a written response to the Corps on 14 March 2011 stating concerns with the proposed modification due to the potential for subsequent actions to affect Florida black bear habitat and natural communities that may support a diverse array of wildlife species. FFWCC later retracted their objection on 8 June 2011 after meeting with Farmton representatives to discuss the proposed mitigation bank removal area as it relates to the FLP. In addition, Farmton and FFWCC discussed the development of landscaping techniques, fencing, speed limits, wildlife underpasses or overpasses, bridging, and elevating roadways to maintain wildlife habitat connectivity.

c) TerraBlue Environmental responded to a follow up request for additional information from the Corps on 9 June 2011 by providing details on the following items: the original WRAP scoring for FMB; potentially affected resources per discussions with FFWCC; hydrologic connectivity maps and information on the long-term protection of the hydrologic structures; justification for removal of acres to implement the FLP; a description of how Sustainable Development Areas (SDA) will be developed and how buffers and water resources within the SDA will be preserved and protected; what activities would be allowed within the buffers (i.e. stormwater management systems and recreational activities); proposed wells and their potential effects to the functionality of the bank itself; effects of increased land use activities adjacent to the bank; and activities allowed on off-site conservation areas. Attachments to the correspondence include the following: WRAP data sheets, FFWCC correspondence, and figures and maps.

d) TerraBlue Environmental submitted a revised modification request letter to the Corps on 14 November 2011. This letter provided additional details regarding the overall plans regarding the reduction of lands within the North Site to include clarification that while 375 wetland acres were to be removed from the project, an additional 110 acres of planted pine upland restoration (mitigation category U11 in the MBI) were also to be removed for a total of 485 acres to be removed from the North site. All maps and drawings of the proposed removal area remain the same as in the public notice posted on 5 May 2010.

e) Leslie Blackner, an attorney representing Volusia-Flagler Sierra Club and Edgewater Citizens Alliance for Responsible Development, Inc. (ECARD), submitted multiple comments to the Corps and the IRT stating development activities that Miami Corporation is undertaking are incompatible with the Farmton Mitigation Bank. The Corps met with Leslie Blackner, Volusia-Flagler Sierra Club and ECARD representatives on 24 October 2011 and 13 September 2013 to listen to their concerns.

f) On 14 November 2012, after discussions with the Corps on the format of the modification request, TerraBlue Environmental submitted an updated MBI modification package. The package included an updated table of contents cross-referenced with the permitted MBI; an easement to access, operate, and maintain the hydrologic structures within the removal area in perpetuity; a statement that no wells are planned within the bank area and wells shall remain prohibited within the mitigation bank; information on wildlife crossings which shall be placed (subject to applicable agency approval(s)) along the proposed “Spine Road” according to the criteria described in the adopted FLP; and adaptive management provisions. In addition, the approved FMB MBI Functional

Analysis and Forestry Stewardship attachments have been updated to identify all changes that will occur as a result of the modification.

g) The Corps met with IRT participants on 24 January 2013 to review and discuss the FMB modification and modified MBI document. At the meeting, the members of the IRT were asked to provide written comments on the proposed modification. The Corps and IRT conducted a site visit on 13 March 2013 at the North site to review the proposed bank removal areas and discuss any remaining information needed to complete the MBI modification. IRT participants/agency included: Ron Miedema/USEPA, Erin Gawera/USFWS, George Getsinger/NOAA, Ben Shepherd/FFWCC, Teresa Frame/ACOE and Seth Johnson/OC-ACOE. Other individuals affiliated with the project included (participants/affiliation): Glenn Storch/Miami Corp Attorney, Sharon Collins/Miami Corp Consultant, Mike Brown/Miami Corp Property Manager. Mr. Getsinger (NOAA) was not able to participate in the onsite IRT discussion pertaining to the proposed bank removal areas since he had to leave shortly after arriving onsite. The remaining participates walked through the proposed removal areas located in the central portion and the proposed removal area in the northeast corner of the North Site. Both areas consisted largely of pine plantation interspersed with pockets of mixed forested wetlands. After reviewing the majority of the removal areas, the IRT and Farmton representatives discussed updating the WRAP credit calculations for the bank wetland areas adjacent to the proposed removal areas. When the FMB was initially developed, all wetlands within FMB were given a WRAP score of 3 for adjacent upland/wetland buffer and 3 for water quality.[1] However, due to the fact that the wetland areas adjacent (within 300 feet) to the removal area would no longer meet the requirements to justify those scores, the Corps requested and Mr. Storch agreed to recalculate the WRAP credits for the wetland areas within 300 feet of the proposed removal areas. Ms. Collins was asked to provide the IRT with an updated map identifying the wetlands within 300 feet of the removal areas and a revised WRAP credit calculation for the North Site area.

After review of the WRAP calculations for the buffer area and discussions with the IRT the resulting reduction in mitigation credits for the North Bank buffer areas would be as follows:

[1] A WRAP Adjacent Upland/Wetland Buffer Rating Index of 3 equates to: Greater than 300 feet wide average width; Contains predominantly desirable plant species (less than 10% nuisance, and no exotic species) for cover, food, and roosting areas for wildlife; Connected to wildlife corridor or contiguous with offsite wetland system or areas that are large enough to support habitat for large mammals or reptiles. A WRAP Water Quality Input and Treatment Rating Index of 3 should have natural undeveloped areas for the surrounding land use.

North Site Mitigation Category	Buffer Area Acres	Original Delta *	Adjusted Delta *	Credit Reduction	Modified Credit Potential by Category
W1 – Harvested Wetland Hydrologic Enhancement	4.44	0.47	0.28	0.86	235.37
W2 – Wetland Hydrologic Enhancement	210.47	0.30	0.18	25.26	3363.03
W3 – Wetland Restoration	62.63	0.44	0.27	10.65	334.53
W4 – Harvested Cypress Wetland Enhancement	0.80	0.61	0.36	0.14	24.67
W5 – Cypress Wetland Enhancement	4.03	0.53	0.34	0.77	69.71
W6 – Harvested Hardwood Wetland Enhancement	---	---	---	---	2.43
W7 – Hardwood Wetland Enhancement	6.75	0.53	0.34	1.29	12.33
Totals	289.12			38.97	4042.07

* Multiplicative value applied to acre value to determine credit generation potential.

This would bring the total potential mitigation credits for the North Bank area to: 4042.07 credits ([4,233.00 North Bank credits -151.96 credits for the removal area – 38.97 credits for the buffer area).

7. FINAL MBI MODIFICATION SUBMITTAL: After a few minor corrections/edits were made, TerraBlue Environmental submitted the final MBI modification package to the Corps on 23 July 2013. The Corps provided the final MBI modification package to all of the IRT participants (EPA, FWS, NOAA and FFWCC**)** on 24 July 2013. The package included notification of the Corps intention to approve the final draft MBI modification since it was determined that the Sponsor, Miami Corporation, has adequately addressed and incorporated all the recommendations provided by the IRT members during the mitigation bank modification review process. The members of the IRT were provided with information on their rights to object to the determination and notification that any objections had to be received no later than 8 August 2013 and must include an explanation of the basis of the objection and any recommendations which might be implemented to resolve the objection. The Corps did not receive any objections to the approval of the final MBI modification package.

8. FINAL DETERMINATION: The Corps has determined that the proposed modification to the North Site of FMB will not impact the ability of the site to continue to provide appropriate compensatory mitigation for future impacts to waters of the United

States within the approved service area. The modification removes only a small portion of the existing wetlands (374.77 out of 13,159.527) and 110 acres of uplands from an area that has not provided compensation for impacts to waters of the United States and has not been preserved by a conservation easement. The Sponsor has provided a perpetual access easement agreement for the continued access, operation and maintenance of the hydrologic structures crossing the removal area to maintain the hydrologic connectivity of the North Site. The Sponsor has also agreed to the construction of wildlife crossings, when development occurs, to maintain the wildlife utilization and connectivity of the North Site. The vegetative structure of the North Site should not be affected by the removal area due to the ongoing and perpetual maintenance of the habitats. The credit generation potential of those wetlands whose buffers were affected by the modification (i.e., reduced to less than the optimal 300-foot range) was reduced to compensate for the loss of buffer and any potential effect from activities that might occur on those lands in the future. Concerns have been expressed with the construction of potable water supply wells near or adjacent to the FMB. Any future impacts to FMB associated with the construction and utilization of water wells or other adjacent land use activities would be addressed through adaptive management procedures. If adaptive management procedures were unsuccessful in mitigating for loss of function to the mitigation bank area, the available mitigation credits would be adjusted accordingly. Any activities associated with the development of lands within the FLP that propose impact to waters to the United States would be evaluated by the Corps through the application review process in accordance with 33 CFR Part 325.

The Corps has determined that the Sponsor has adequately addressed and incorporated the recommendations provided by the IRT members during the mitigation banking review process and that the final MBI modification complies with all applicable provisions as stated in the Federal Mitigation Rule (33 CFR 332).

PREPARED BY:

Teresa M. Frame

Teresa Frame
Project Manager

REVIEWED BY:

Deborah L. Wegmann

Deborah Wegmann
Chief, Special Projects and Enforcement Branch

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

SIERRA CLUB, INC., Plaintiff, vs. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, John Miklos, Maryam Ghyabi, Fred Roberts, Jr., George Robbins, Douglas Bournique, Charles Drake, Lad Daniels, Douglas Burnett and Carla Yetter, in their official capacities as members of the Governing Board; UNITED STATES ARMY CORPS OF ENGINEERS, COLONEL ALAN M. DODD, Jacksonville District Engineer, Defendants, and MIAMI CORPORATION, Intervenor.	CASE NO.: 6:14-CV-01877-ORL-40DAB **JOINT MOTION TO MODIFY SCHEDULING ORDER**

Federal Defendants United States Army Corps of Engineers and Colonel Jason A. Kirk, Jacksonville District Engineer, Plaintiff Sierra Club, Inc., and Intervenor Miami Corp. hereby move for an order modifying the Case Management and Scheduling order ("CMSO") currently entered in this case (ECF No. 65).

The CMSO provides for summary judgment briefing to begin 30 days after the administrative record is lodged. In order to comply with the CMSO, Federal Defendants answered the complaint and lodged the administrative record on November 16, 2015. However, Federal Defendants intend to move for remand of the federal decision challenged in this case – a decision to approve a modification to the Mitigation Banking Instrument governing

the (federal) Farmton Mitigation Bank – in order to analyze its decision under the National Environmental Policy Act (NEPA). Two of the counts in Plaintiffs' Second Amended Complaint (ECF No. 73) allege violations of NEPA by Federal Defendants. If the additional procedures satisfy some or all of Plaintiffs' concerns, issues raised in Plaintiffs' Complaint could become moot. Therefore, Federal Defendants submit that it is a potentially academic exercise to brief summary judgment before the remand motion is resolved, and the parties jointly propose that the current deadlines be deferred. The parties propose the following deadlines:

Federal Defendants' Motion for Remand: January 22, 2016

Responses to Motion to Remand (if any): February 22, 2016

Reply in Support of Motion for Remand: March 7, 2016

In addition, Plaintiffs request leave to file a sur-reply. Federal Defendants object to any presumptive right to file a sur-reply.

If the remand motion is opposed and denied, Plaintiffs' summary judgment brief would be due 30 days from the date of the order ruling on the motion. A proposed order is attached. The District Defendants do not oppose this motion.

Respectfully submitted this 3rd day of December, 2015,

JOHN C. CRUDEN
Assistant Attorney General
Environment & Natural
Resources Division

/s/ Stacey M. Bosshardt
STACEY M. BOSSHARDT
Senior Trial Attorney
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bbolves@mansonbolves.com
Counsel for Miami Corporation and
dcantwell@mansonbolves.com

CERTIFICATE OF SERVICE

I hereby state and certify that on December 3, 2015, I have filed the foregoing document using the ECF system, and that such document will be served electronically on all parties of record.

Stacey M. Bosshardt
STACEY M. BOSSHARDT

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

SIERRA CLUB, INC., Plaintiff, vs. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, John Miklos, Maryam Ghyabi, Fred Roberts, Jr., George Robbins, Douglas Bournique, Charles Drake, Lad Daniels, Douglas Burnett and Carla Yetter, in their official capacities as members of the Governing Board; UNITED STATES ARMY CORPS OF ENGINEERS, COLONEL ALAN M. DODD, Jacksonville District Engineer, Defendants, and MIAMI CORPORATION, Intervenor.	CASE NO.: 6:14-CV-01877-ORL-40DAB **ORDER ON JOINT MOTION TO MODIFY SCHEDULING ORDER**

Upon consideration of the joint motion and for good cause shown, it is hereby ordered that the Case Management and Scheduling Order is amended to defer the current deadlines and adopt the following ones:

Federal Defendants' Motion for Remand:	January 22, 2016
Responses to Motion to Remand (if any):	February 22, 2016
Reply in Support of Motion for Remand:	March 7, 2016

It is SO ORDERED.

_____

Hon. District Judge Paul G. Byron

Nick Lawton

From: martha.hodgson@dot.state.fl.us
Sent: Monday, January 11, 2016 2:34 PM
To: Nick Lawton
Subject: Pioneer Trail IJR and FHWA Comments

You have received 2 secure files from Martha.Hodgson@dot.state.fl.us.
Use the secure links below to download.

Mr. Lawton,

Please find attached the Interchange Justification Report for the Pioneer Trail at I-95 proposed interchange. This IJR has not received final approval from FHWA, the attached file is the most recent document submitted. The comments received from FHWA are also attached here.

Please feel free to contact me if you have any questions or need further clarification.

Thank You,

Martha Hodgson
Systems Planning Office
605 Suwanee Street
Tallahassee, FL 32399
martha.hodgson@dot.state.fl.us
(850) 414-4804

Secure File Downloads:
Available until: **26 January 2016**

Click links to download:

FHWA Comments Pioneer Trail.pdf
122.62 KB

I-95 at Pioneer Trail - Interchange Justification Report.pdf
55.11 MB

Thank you for sharing files securely.

Secured by Accellion

SEPT 2015

INTERCHANGE JUSTIFICATION REPORT (IJR)

Interstate-95 and Pioneer Trail

Volusia County, Florida



Centennial FDOT 1915 ★ 2015

1.0 Introduction

Interstate 95 is part of the Strategic Intermodal System (SIS), a system of major roadways that are intended to provide high speed travel connections between major population centers throughout the state. It serves as a national and inter-regional thoroughfare for long distance travelers and also provides regional access for local and commuter traffic.

An interchange at Interstate 95 (I-95) and Pioneer Trail (CR 4118) has been under consideration by Volusia County since the 1970's through a series of LRTP Needs Plan assessment. In 2005, the Florida Department of Transportation (FDOT) completed a Feasibility Study which showed the benefits to the two adjacent interchanges with a proposed interchange at Pioneer Trail. The interchange was not pursued further during that time. Recently, Volusia County and City of Port Orange expressed interest in preparing an Interchange Justification Report (IJR) for a new interchange at I-95 with Pioneer Trail. This IJR documents the potential benefits and impacts of the proposed new interchange. The IJR also documents the traffic operational conditions in the project study area for existing and future conditions under the Build and No Build scenarios. Currently, Pioneer Trail exists as an overpass at I-95 with no access to the interstate system.

This IJR is developed in accordance with the Florida Department of Transportation (FDOT) Policy No. 000-525-015 Approval of New or Modified Access to Limited Access Highways on the SHS; New or Modified Interchanges, FDOT Procedure No. 525-030-160-K; and the FDOT Project Traffic Forecasting Procedure (Procedure No. 525-030-120). The project location and the Area of Influence (AOI) are depicted in **Figure 1-1**.

1.1 Purpose and Need for the project

The purpose of the proposed interchange on I-95 at Pioneer Trail in Volusia County, Florida is to provide additional access to I-95, improve the regional connectivity in the study area, reduce traffic congestion at the adjacent I-95 interchanges, enhance regional mobility, provide a viable alternative for emergency evacuations, and enhance economic development opportunities.

There are a significant amount of development plans identified within Volusia County and the cities of Port Orange and New Smyrna Beach that will place a major burden on the regional roadway system including the adjacent interchanges of SR 421 and SR 44. SR 421 to the north is currently operating

at or near capacity with extended queues during the peak hours and is constrained in terms of possible improvements due to limited right-of-way and bookended by closely spaced signalized intersections to the west (at Williamson Boulevard) and east (at Taylor Road). The SR 44 interchange to the south is identified as one of the highest crash locations in Volusia County. The SR 44 corridor experiences heavy seasonal traffic arriving from the west, as it provides direct access to the City of New Smyrna Beach beaches. The proposed interchange at Pioneer Trail is an ideal location to relieve the existing operational deficiencies at the SR 421 interchange and serve as an alternative route to the SR 44 interchange in the future. The capacity needs along I-95 are being addressed in an ongoing interstate widening design build project to provide 6-lanes of capacity. Other local capacity improvement projects are planned and programmed, including widening Airport Boulevard and extending Williamson Boulevard to the south.

The I-95/Pioneer Trail interchange is included in the Cost Feasible Roadway Projects identified in the 2025 River to Sea Long Range Transportation Plan (LRTP) and the 2035 LRTP Needs Plan. Several studies were conducted previously demonstrating the importance and need for the Pioneer Trail interchange. The "Pioneer Trail Feasibility Study" conducted in 2005 by the Department concluded that the proposed interchange at Pioneer Trail would serve the growing regional trip projections and will not have any adverse impacts on mainline operations and the new interchange would alleviate traffic on the adjacent interchanges. The need for the Pioneer Trail interchange was also studied as part of an alternate corridor evaluation in the "SR 421/I-95 Interchange Analysis" study conducted by the City of Port Orange which concluded that the Pioneer Trail interchange would relieve the critical SR 421 interchange.

Pioneer Trail contributes to the regional network and provides direct and in-direct connections to all the major arterials in the surrounding area: SR 421 to the north; US 1 to the east; SR 44 to the south; Tomoka Farms Road to the west; and I-4 via SR 44 to the west. The proposed I-95 interchange at Pioneer Trail would relieve traffic congestion at adjacent interchanges and would improve evacuation mobility, a critical issue for coastal residents.

The County's long term planning and commitment for development on the west side of the City of Port Orange is evident with the development projects identified in the Year 2035 LRTP which support the future land use plans of the City of Port Orange and New Smyrna Beach. Economic development potential will be enhanced in the vicinity of the Pioneer Trail corridor by making the

Date: 03/21/2013	**AGENDA ITEM**		**Item:** 29A
[] Ordinance	[X] Resolution	[] Budget Resolution	[] Other
Department: Leadership **Division:** Leadership			
Subject: Pioneer Trail interchange resolution.			
Charlene Weaver, CPA, CFO		Legal Daniel D. Eckert County Attorney Director Legal Department Approved as to Form and Legality	County Manager's Office Charlene Weaver, CPA, CFO Deputy County Manager
Council Action:			
Modification:			
Account Number(s): NA **Total Item Budget:** NA			
Staff Contact(s): John Angiulli		**Phone:** 386 736 5965	**Ext.** 12712

Summary/Highlights:

On May 18, 2006, the county council gave its approval to execute an agreement with Intervest Construction, Inc. (ICI) for the extension of South Williamson Boulevard in Port Orange. The proposed road through the Woodhaven development would begin just south of Airport Road and proceed south 2.6 miles to an intersection with Pioneer Trail.

This extension of South Williamson Boulevard, in conjunction with the recently completed project that 4 laned South Williamson north of Airport Road to Taylor Road, will provide a continuous 4-lane arterial through an area of intense and continuing development. As a continuation of South Williamson Boulevard, an alternate route to I-95 for north - south traffic is established which will also support efforts for a future I-95 interchange at Pioneer Trail. FDOT's Pioneer Trail Interchange Feasibility Study concluded that the proposed interchange will reduce delays at area intersections and reduce traffic volumes on parallel roadways without negatively impacting the interstate system. The County of Volusia has an interest in reducing traffic volumes on its roadways. A Pioneer Trail Interchange would provide a viable alternative to the already congested Dunlawton Avenue and Interstate 95 interchange. In order for the proposed interchange to be considered for future funding, it must be included in the Volusia Transportation Planning Organization (TPO) 2035 Long Range Transportation Plan (LRTP). The attached resolution requests the inclusion of the Interstate 95 interchange at Pioneer Trail as an unfunded project on the Volusia TPO's 2035 Long Range Transportation Plan.

Recommended Motion: Approval.

RESOLUTION 2013-

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, REQUESTING THE INCLUSION OF THE INTERSTATE 95 INTERCHANGE AT PIONEER TRAIL AS AN UNFUNDED PROJECT ON THE VOLUSIA TPO'S 2035 LONG RANGE TRANSPORTATION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an interchange at Pioneer Trail and Interstate 95 was previously listed on the Adopted Cost Feasible Volusia County MPO 2025 Long Range Transportation Plan; and

WHEREAS, the Florida Department of Transportation has completed a Pioneer Trail Interchange Feasibility Study concluding that the proposed interchange at Pioneer Trail and Interstate 95 will not have an adverse impact on the mainline operations and will reduce traffic on some of the adjacent interchange ramps; and

WHEREAS, the study also concludes that the proposed interchange will reduce delays at area intersections and reduce traffic volumes on parallel roadways; and

WHEREAS, the County of Volusia has an interest in reducing traffic volumes on its roadways; and

WHEREAS, a Pioneer Trail Interchange would provide a viable alternative to the already congested Dunlawton Avenue and Interstate 95 interchange.

BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY ADMINISTRATION CENTER, DELAND, FLORIDA THIS _____ DAY OF _____, 2013, AS FOLLOWS:

Section I. The Volusia County Council requests the inclusion of the Interstate 95 interchange at Pioneer Trail as an unfunded project on the Volusia TPO's 2035 Long Range Transportation Plan.

Section II. The Volusia County Council requests the Volusia TPO take all action necessary to process the request.

Section III. This Resolution shall take effect immediately upon adoption.

DONE AND ORDERED IN OPEN MEETING.

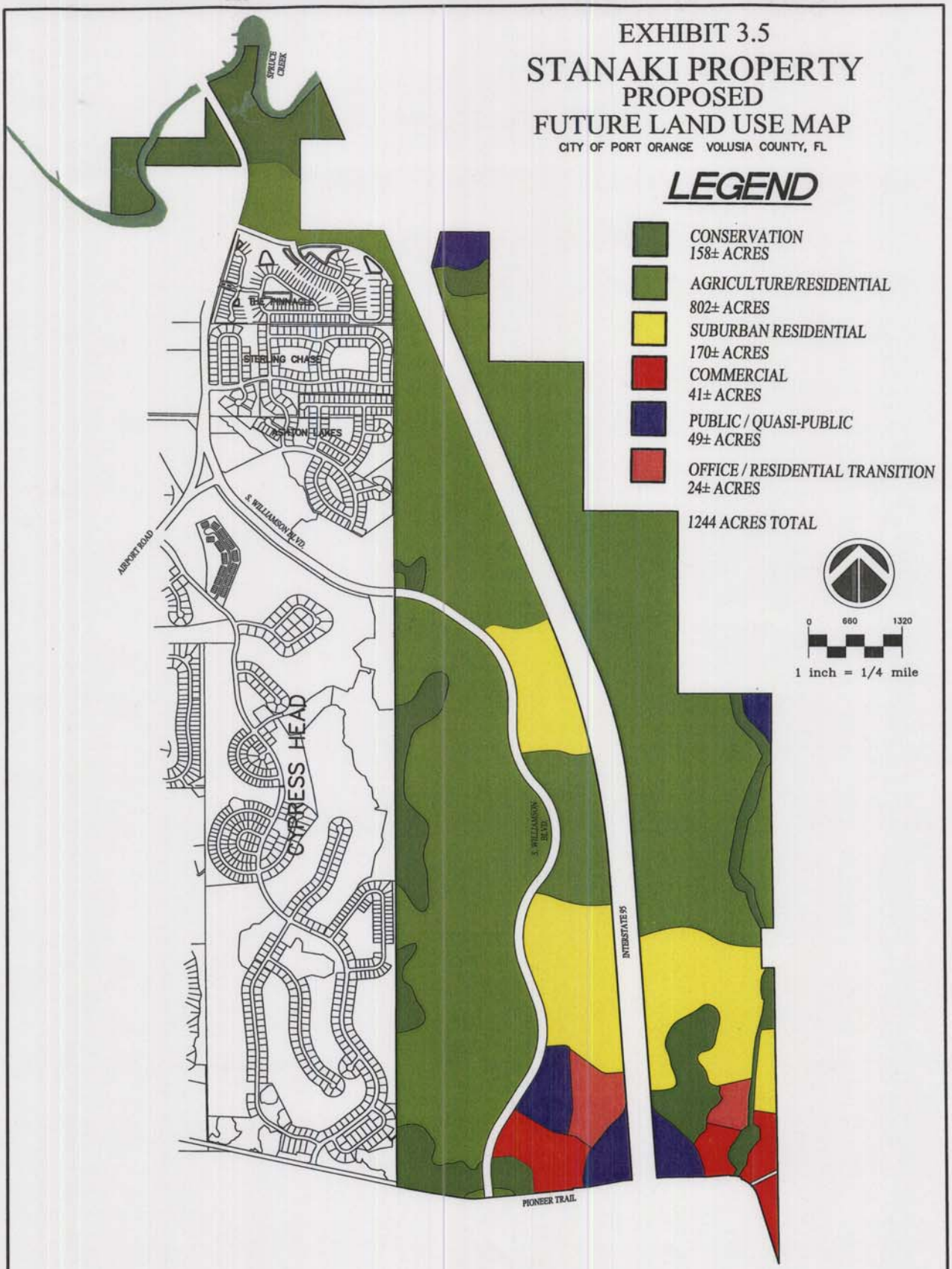
COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

_____
Jason P. Davis, County Chair

ATTEST:

_____
James T. Dinneen, County Manager

EXHIBIT 3.5
STANAKI PROPERTY
PROPOSED
FUTURE LAND USE MAP
CITY OF PORT ORANGE VOLUSIA COUNTY, FL



LEGEND

- CONSERVATION 158± ACRES
- AGRICULTURE/RESIDENTIAL 802± ACRES
- SUBURBAN RESIDENTIAL 170± ACRES
- COMMERCIAL 41± ACRES
- PUBLIC / QUASI-PUBLIC 49± ACRES
- OFFICE / RESIDENTIAL TRANSITION 24± ACRES

1244 ACRES TOTAL

0 660 1320

1 inch = 1/4 mile

RV.	DATE	DESCRIPTION	BY

REVISIONS

PROJECT NO:	03168	FILE NO:	03168FLU
DRAFTED BY:	TB	DATE:	7/27/04
DESIGNED BY:	MDD	CHECKED BY:	MDD
SCALE: 1in. = 1/4 mile		SHEET:	2 OF 2

ZEV COHEN & ASSOCIATES, INC
55 Seton Trail, Ormond Beach, Florida, 32176
(386) 677-2482 FAX 677-2505
ENGINEERS PLANNERS LANDSCAPE ARCHITECTS
(EB 4516) (LC 62)

© COPYRIGHT BY ZEV COHEN & ASSOCIATES INC. 2004

February 9, 2012	**AGENDA ITEM**		Item 03
[ ] Ordinance	[ ] Resolution	[X] Budget Resolution	[X] Other

Department: Public Works **File Number:** VC-1328036581865-A

Division: Engineering

Subject: Amended and restated agreement for the extension of South Williamson Boulevard in Port Orange and appropriation of project costs.

Account Number(s): Loan Repayment - Local Option Gas Tax ($8,562,000 loan proceeds & $738,000 FY12 budget) 103-790-8124 for $9,300,000.00

Total Item Budget: $9,300,000.00

Staff Contact(s): John Angiulli Phone: 736-5965 ext. 12712
Gerald N. Brinton, P.E. Phone: 737-5967 ext. 12294
Michael Dyer Phone: 736-5950 ext. 12946

Summary/Highlights:
On May 18, 2006, the county council approved an agreement between Volusia County and Intervest Construction, Inc. (ICI) for the widening and extension of South Williamson Boulevard in Port Orange. The proposed road begins just south of the Airport Road intersection and extends south through the planned Woodhaven development to an intersection with Pioneer Trail, a total distance of 2.6 miles. The extension is to be constructed as a 4-lane arterial with a grassed median plus curbs and gutters, bike lanes, sidewalks and other improvements. The existing 2-lane segment is to be reconstructed and widened with the same features. The 2006 agreement provided that ICI would provide all right of way and

Recommended Motion:
Approval.

John Angiulli, Interim Director Public Works	OMB	Legal	Tammy Bong County Manager's Office
Gerald Brinton Director Engineering	Approved as to Budget Requirements	Approved as to Form and Legality	Approved Agenda Item For: **February 9, 2012**

Council Action:

[] Approved as Recommended
[] Approved With Modifications
[] Disapproved
[] Continued Date:

Modification:

Summary/Highlights Continued:
fund the design, permitting, mitigation and construction through transportation revenue bonds to be repaid by the county over a 10-year period. The cost to the county was set at an amount not to exceed $9.3 million excluding financing costs.

An agreement is proposed which entirely replaces the previous agreement and provides that the Pioneer Community Development District (PCDD), an independent special district, assumes sole responsibility for the design, permitting and construction of the project. The county's maximum amount remains at $9.3 million and will be made in installments to the PCDD based on completion of specific tasks for the design, permitting and construction activities. A budget resolution is attached to appropriate the county's project costs $8,562,000 with $738,000 allocated in the current year budget. Loan documents will be presented to council once funding has been secured. The annual debt service payment (currently estimated at $1.1 million) will be appropriated within the corresponding fiscal year budget from local option gas tax revenues.

The PCDD shall comply with all competitive solicitation and negotiation requirements established by law for all work associated with the project, including but not limited to, sections 287.055 (Consultants' Competitive Negotiation Act) and 255.20, Florida Statutes.

The agreement is between the county, the PCDD and the developer identified as the following three Florida corporations: Intervest Construction, Inc.; MHK of Volusia County, Inc. and Pioneer Investments of Port Orange, Inc.

Staff recommends approval of the attached amended and restated agreement and adoption of the budget resolution.

AMENDED AND RESTATED
AGREEMENT BY AND BETWEEN
THE COUNTY OF VOLUSIA, FLORIDA,
INTERVEST CONSTRUCTION, INC.,
AND THE PIONEER COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE ACQUISITION OF WORK PRODUCT,
WILLIAMSON BOULEVARD EXTENSION AND REAL PROPERTY

This Amended and Restated Agreement is made and entered into this ___ day of _____, 2012, by and between the County of Volusia, a political subdivision of the State of Florida ("County"), the Pioneer Community Development District ("PCDD"), an independent special district, Intervest Construction, Inc., a Florida corporation; MHK of Volusia County, Inc., a Florida corporation; and Pioneer Investments of Port Orange, Inc., a Florida corporation, collectively referred to as ("Developer"), which entirely replaces the Agreement between the County and the Developer approved by the County Council on May 18, 2006, which shall be of no force and effect.

R E C I T A L S

WHEREAS, the Developer owns real property depicted and described in Exhibits A-1 and A-2, respectfully, which includes the proposed right of way extension of Williamson Boulevard south of its existing terminus to Pioneer Trail (the "Property") in east Volusia County, and property abutting said extension. The Developer warrants that said depiction and description of the Property is accurate and may be relied on by all parties to this Amended and Restated Agreement;

WHEREAS, the Developer desires to proceed with development of the Property which will necessitate the reconstruction and extension of Williamson Boulevard in Port Orange from just south of Airport Road proceeding south for approximately 2.6 miles to an intersection with

All references in this Amended and Restated Agreement to the Developer and all requirements and entitlements herein shall also mean, refer to, include and apply to the Developer's respective successors and assigns.

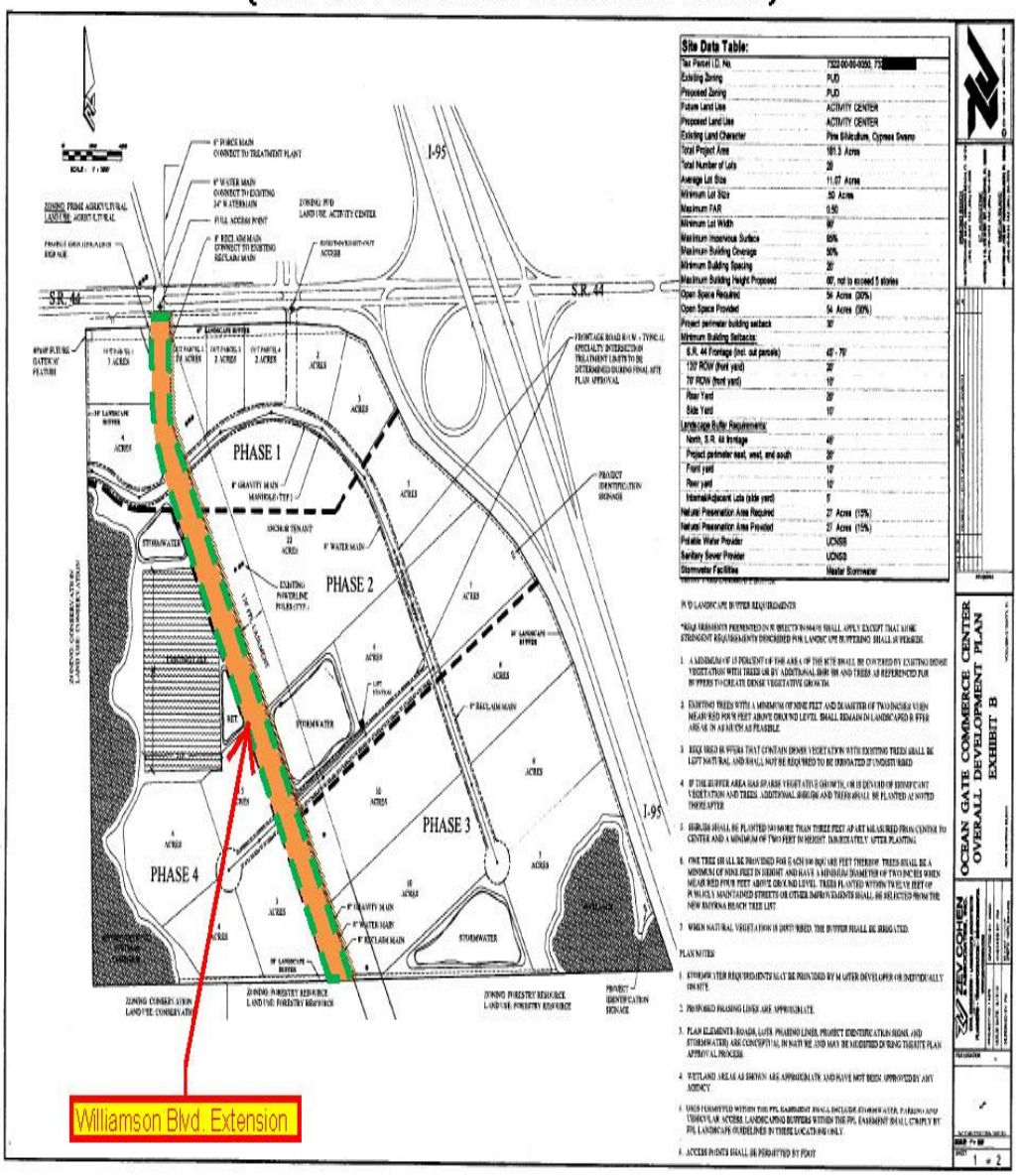
10. Indemnification.

A. For all actions, activities, performance or nonperformance by the Developer, in whole or in part, occurring prior to final inspection and acceptance of the Project by the County, of the relevant real property, improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the County and the PCDD and its officers, attorneys, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Amended and Restated Agreement, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the County or the PCDD for a default by the County or the PCDD under this Amended and Restated Agreement. Indemnification provided by this paragraph shall include any violation of local, state or federal law, including, but not limited to, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability, known or unknown by the Developer at the time of conveyance, arising in connection with any land conveyed to the PCDD or the County under the terms of this Amended and Restated Agreement.

B. For all actions, activities, performance or nonperformance by the PCDD, in whole or in part, occurring prior to final inspection and acceptance of the Project by the County, of the relevant real property, improvement or Work Product hereunder, the PCDD agrees to indemnify

MAP B

Williamson Blvd. Ext.
(Into the Ocean Gate Commerce Center)



JOINT APPLICATION FOR INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT/ AUTHORIZATION TO USE STATE-OWNED SUBMERGED LANDS/ FEDERAL DREDGE AND FILL PERMIT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION/
WATER MANAGEMENT DISTRICTS/
U.S. ARMY CORPS OF ENGINEERS

Effective October 1, 2013

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Deering Parkway Phase I		W1-617

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
617		IMPACT	0.11

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

This wetland is adjacent to a 641, 631, 438 and 814. It hydrologically connected to a large forested wetland system to the south.

Assessment area description

This forested wetland contains a mix of hardwoods and wetland shrubs. Wetland has mucky mineral soils. Anthropogenic disturbance is evident throughout this assessment area. Significant amount trash is present throughout.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)

Functions	Mitigation for previous permit/other historic use
BIOLOGICAL: Vertical heterogeneity (3-4 strata); wading bird feeding, roosting, nesting; macroinvertebrate habitat; small-medium-large mammal habitat (cover, food, dens); amphibian/reptile cover, breeding, and feeding. PHYSICAL/CHEMICAL: Water quality treatment; sediment/erosion control; recharge/discharge; detrital export; flood retention/detention.	

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
MAMMALS: opossum, raccoon, gray & flying squirrels, otter, gray fox, white-tailed deer, bobcat, black bear; BIRDS: downy, hairy & pileated woodpeckers, wood duck, turkey, chickadee, titmouse, Carolina wren, cardinal, ruby-throated hummingbird, yellow-throated & prothonotary warblers, hermit thrush, yellow-billed cuckoo, barred owl, limpkin, yellow-crowned night heron, wood stork, swallow-tailed and Mississippi kites, red-shouldered hawk; REPTILES: green anole, chicken & box turtles, five-lined skink, ring-neck snake, gray rat snake, eastern king snake, water moccasin, alligator; AMPHIBIANS: cricket frog, marbled, mole, three-lined, slimy and southern dusky salamanders.	Florida panther (FE, hunting, incidental), American alligator (SSC, habitat, long-term), limpkin (SSC, foraging, frequent), wood stork (FE, foraging, roosting, seasonal), tricolored heron (SSC, foraging, roosting, nesting, seasonal), snowy egret (SSC, roosting, nesting, seasonal), little blue heron (SSC, roosting, nesting, seasonal).

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

Passerines

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
J. Smith - ECT	11/3/2015

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Deering Parkway Phase I		W1-617
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
IMPACT	J. Smith - ECT	11/3/2015

Scoring Guidance	**Optimal (10)**	**Moderate(7)**	**Minimal (4)**	**Not Present (0)**
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed	Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support w/o pres or current: 4 — with: 3	The assessment area is the disturbed fringe of a higher quality wetland. The surrounding habitats to the south offer preferable habitat for most wildlife species. Significant anthropogenic disturbance throughout the assessment area as it is immediately adjacent to an area utilized as an ORV destination. Wildlife access is limited from the east with interstate 95 less than 1000 feet to the east and from the north due to significant ORV activity. Assessment area does not provide beneficial ecological or hydrologic functions to adjacent/downstream habitats.
.500(6)(b)Water Environment (n/a for uplands) w/o pres or current: 4 — with: 4	Water was present in some parts of the in the assessment area. Saturated soil conditions throughout most of the area. Some evidence of soil oxidation, however, soil moisture is sufficient to maintain mucky soils. Erosional deposition, ORV/pedestrian impacts, and dumping of foreign debris adversely impact water quality in the assessment area.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community w/o pres or current: 4 — with: 3	A 2011 wildfire affected the subcanopy and southern fringe of this assessment area however did not impact the overstory. Significant anthropogenic disturbance in the understory. Appropriate mixed wetland hardwoods in the overstory. Several exotics were observed, however, were not dominant within the assessment area. Structural habitat is slightly lower than normal for a 617 primarily due to the impacted understory. Preferable habitats are adjacent to this assessment area to the south.

Score = sum of above scores/30 (if uplands, divide by 20)		
current or w/o pres: 0.4	with: 0.33	

Delta = [with-current]
0.07

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

If mitigation
Time lag (t-factor) =
Risk factor =

For impact assessment areas
FL = delta x acres =
0.0077

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

SIERRA CLUB, INC., Plaintiff, vs. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, John Miklos, Maryam Ghyabi, Fred Roberts, Jr., George Robbins, Douglas Bournique, Charles Drake, Lad Daniels, Douglas Burnett and Carla Yetter, in their official capacities as members of the Governing Board; UNITED STATES ARMY CORPS OF ENGINEERS, COLONEL ALAN M. DODD, Jacksonville District Engineer, Defendants, and MIAMI CORPORATION, Intervenor.	CASE NO.: 6:14-CV-01877-ORL-40DAB **JOINT MOTION TO MODIFY SCHEDULING ORDER**

Federal Defendants United States Army Corps of Engineers and Colonel Jason A. Kirk, Jacksonville District Engineer, Plaintiff Sierra Club, Inc., and Intervenor Miami Corp. hereby move for an order modifying the Case Management and Scheduling order ("CMSO") currently entered in this case (ECF No. 65).

The CMSO provides for summary judgment briefing to begin 30 days after the administrative record is lodged. In order to comply with the CMSO, Federal Defendants answered the complaint and lodged the administrative record on November 16, 2015. However, Federal Defendants intend to move for remand of the federal decision challenged in this case – a decision to approve a modification to the Mitigation Banking Instrument governing

the (federal) Farmton Mitigation Bank – in order to analyze its decision under the National Environmental Policy Act (NEPA). Two of the counts in Plaintiffs' Second Amended Complaint (ECF No. 73) allege violations of NEPA by Federal Defendants. If the additional procedures satisfy some or all of Plaintiffs' concerns, issues raised in Plaintiffs' Complaint could become moot. Therefore, Federal Defendants submit that it is a potentially academic exercise to brief summary judgment before the remand motion is resolved, and the parties jointly propose that the current deadlines be deferred. The parties propose the following deadlines:

Federal Defendants' Motion for Remand: January 22, 2016

Responses to Motion to Remand (if any): February 22, 2016

Reply in Support of Motion for Remand: March 7, 2016

In addition, Plaintiffs request leave to file a sur-reply. Federal Defendants object to any presumptive right to file a sur-reply.

If the remand motion is opposed and denied, Plaintiffs' summary judgment brief would be due 30 days from the date of the order ruling on the motion. A proposed order is attached. The District Defendants do not oppose this motion.

Respectfully submitted this 3rd day of December, 2015,

JOHN C. CRUDEN
Assistant Attorney General
Environment & Natural
Resources Division

/s/ Stacey M. Bosshardt
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Senior Trial Attorney
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bbolves@mansonbolves.com
Counsel for Miami Corporation and
dcantwell@mansonbolves.com

CERTIFICATE OF SERVICE

I hereby state and certify that on December 3, 2015, I have filed the foregoing document using the ECF system, and that such document will be served electronically on all parties of record.

Stacey M. Bosshardt
STACEY M. BOSSHARDT

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

SIERRA CLUB, INC., Plaintiff, vs. ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, GOVERNING BOARD OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, John Miklos, Maryam Ghyabi, Fred Roberts, Jr., George Robbins, Douglas Bournique, Charles Drake, Lad Daniels, Douglas Burnett and Carla Yetter, in their official capacities as members of the Governing Board; UNITED STATES ARMY CORPS OF ENGINEERS, COLONEL ALAN M. DODD, Jacksonville District Engineer, Defendants, and MIAMI CORPORATION, Intervenor.	CASE NO.: 6:14-CV-01877-ORL-40DAB **ORDER ON JOINT MOTION TO MODIFY SCHEDULING ORDER**

Upon consideration of the joint motion and for good cause shown, it is hereby ordered that the Case Management and Scheduling Order is amended to defer the current deadlines and adopt the following ones:

Federal Defendants' Motion for Remand:	January 22, 2016
Responses to Motion to Remand (if any):	February 22, 2016
Reply in Support of Motion for Remand:	March 7, 2016

It is SO ORDERED.

_____

Hon. District Judge Paul G. Byron

KemperSports™

May 20th, 2017

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for April 2017 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING April 2017									
	Current				Year to Date				
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	$ 71,416	$ 69,191	$ 2,225		$ 466,634	$ 434,779	$ 411,230	$ 31,855	
Cart Fees	$ 51,257	$ 45,736	$ 5,521		$ 327,224	$ 316,606	$ 293,594	$ 10,618	
Range	$ 3,850	$ 3,074	$ 776		$ 23,458	$ 20,655	$ 21,838	$ 2,803	
Pro- Shop Revenues	$ 6,601	$ 6,992	$ (391)		$ 48,824	$ 44,775	$ 43,543	$ 4,049	
City Surcharge R/R	$ 4,123	$ 3,954	$ 169		$ 26,226	$ 26,360	$ 23,740	$ (134)	
Total Revenue	**$ 137,247**	**$ 128,947**	**$ 8,300**		**$ 892,366**	**$ 843,175**	**$ 793,945**	**$ 49,191**	
Cost of Sales	$ 2,919	$ 4,374	$ (1,455)		$ 23,132	$ 24,910	$ 24,460	$ (1,778)	
Merchandise	$ 2,919	$ 4,374	$ (1,455)	50%	$ 23,132	$ 24,910	$ 24,460	$ (1,778)	59%
Gross Margin	**$ 134,328**	**$ 124,573**	**$ 9,755**		**$ 869,234**	**$ 818,265**	**$ 769,485**	**$ 50,969**	
Total Payroll	$ 59,483	$ 56,609	$ 2,874		$ 397,825	$ 397,327	$ 380,753	$ 498	
Total Operating Expenses	$ 46,632	$ 46,614	$ 18		$ 341,269	$ 333,195	$ 306,333	$ 8,074	
Net Operating Income	**$ 22,348**	**$ 15,142**	$ 7,206		**$ 89,077**	**$ 44,267**	**$ 38,084**	$ 44,810	
Other Expenses	**$ 5,867**	**$ 6,208**	**$ (341)**		**$ 40,910**	**$ 43,075**	**$ 43,933**	**$ (2,165)**	
Management Fee	$ 5,713	$ 5,827	$ (114)		$ 39,990	$ 40,789	$ 41,647	$ (799)	
Interest Expense	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
Depreciation	$ 154	$ 381	$ 545		$ 920	$ 2,286	$ 2,286	$ (1,366)	
Net Cash From Ops	**$ 16,481**	**$ 8,934**	**$ 7,547**		**$ 48,167**	**$ 1,192**	**$ (5,849)**	**$ 46,975**	
Rounds									
Total Rounds	4,958	4,652	306		31,697	28,600	28,848	3,097	
Avg. Green Fee/Cart Fee	$24.74	$24.70	$ 0.04		$25.05	$26.27	$24.43	$ (1.23)	
Avg. Merchandise/round	$1.33	$1.50	$ (0.17)		$1.54	$1.57	$1.51	$ (0.03)	

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Overview:

- Overall revenues for April finished at $137,248 versus a budgeted amount of $128,947 for a positive gain of $8,300. The range revenue was positive for $776 relative to the budgeted amount for the month. The pro shop and merchandise sales were slightly under budget at $386.

- Total payroll for the month was over the budgeted amount projected by $2,874. Extra hours were added in order to clean up the golf course following aerification of the greens, fairways, tees and rough to help reduce revenue loss from that process.

- Our operating expenses were at the projected budget for the month.

- The month of April is the seventh month in our fiscal year with the revenues being ahead of budget by $49,191 as we continue to experience a warm weather pattern combined with outstanding course conditions. Total payroll YTD is equal to the projected budget with total expenses being over budget by $8,074 again due to the additional expenses required for fertilization, insecticides and watering as a result of the current drought.

R&R Projects:

- There were no projects for the month of April.

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Tee Sheet Activity:

- There were 4,958 total rounds for the month which included 4,065 paid rounds, 647 Annual with Cypress Pass member rounds and 246 other rounds. The round type for the month included 3947 eighteen hole rounds and 879 nine hole rounds.

- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

April 2017 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	**4065**	**3975**	**4239**	**24714**	**22084**
Annual	647	430	917	5353	5421
Other rounds	246	247	235	1630	1343
Total Rounds	**4958**	**4652**	**5391**	**31697**	**28848**

Departmental Summaries:

Course & Grounds/Range

- Jason Chennault, our head superintendent has shared the following in regards to our agronomic schedule:

- The maintenance department has been busy keeping up with mowing the rough consistently each week as some of the grasses that popped up needed more mowing. Additionally, to control some of those unwanted varieties we've been spraying pre and post emerge herbicides to help clean up the course.

- We did perform a small tine aerification on the greens, fairways, tee boxes and the rough. This activity is designed to maintain smoother firmer playing conditions by controlling the buildup of thatch, alleviating soil compaction and promoting root growth. This process will help air and water move through the root system.

- The maintenance team continues to do edging of cart paths, tee sign beds and bunkers to keep up the detail which helps keep the course looking sharp for all golfers. The team continues to do minor palmetto and scrub brush trimming.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Footjoy, Titleist, Callaway, Bridgestone, Page & Tuttle, Bermuda Sands, Ahead headwear and St Andrews products. There was $325 in gift card sales purchased for the month as well as over $6,601 in pro-shop sales.

- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.

- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. We have signed on to the PGA Junior League initiative. This is a nationally run program to introduce Boys & Girls ages 7-13 to a fun but competitive team format.

- The MGA, the WGA and our summer leagues continue to play on a weekly basis and continue to be well attended. We also host a weekly Homeowner's nine & dine event where the players enjoy nine holes of golf followed by dinner at the Tavern.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is focusing on booking tournament events and will be hosting a “How to run a successful Golf Tournament” seminar in June.

- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.

- We continue to maintain our database of emails with over 10,200 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.

- Ms. Hunter continues to cultivate her relationships in the community by her continued involvement in the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club.

- During the month of April we hosted the Elks Tournament.

- Our community outreach for April involved Ms. Hunter as a presenter for the Spruce Creek Academy of Finance for their Junior Achievement program.

- We continue to increase our visibility on various social media platforms such as Facebook, twitter and Instagram.

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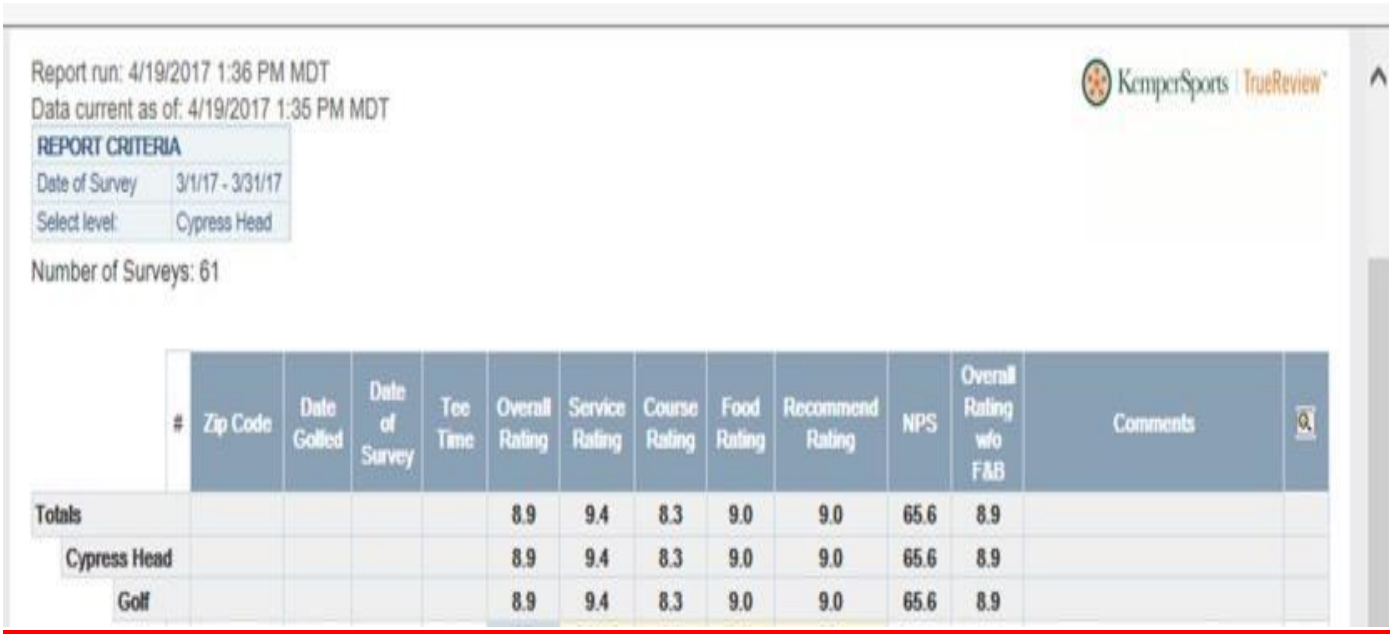
Mindshare Reviews and Comments:



Report run: 4/19/2017 1:36 PM MDT
Data current as of: 4/19/2017 1:35 PM MDT

KemperSports | TrueReview

REPORT CRITERIA	
Date of Survey	3/1/17 - 3/31/17
Select level:	Cypress Head

Number of Surveys: 61

	#	Zip Code	Date Golfed	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments	
Totals						8.9	9.4	8.3	9.0	9.0	65.6	8.9		
Cypress Head						8.9	9.4	8.3	9.0	9.0	65.6	8.9		
Golf						8.9	9.4	8.3	9.0	9.0	65.6	8.9		

- There were over 400 questionnaires mailed out to players during the month with an overall rating for the golf course receiving an 8.9. We also received a recommended rating of 9.0 and our service rating is at 9.4.

- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

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Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- During the next months we will be participating in Kemper sponsored player development programs. This will include a “Get Golf Ready Program” to introduce new players to the game of golf and to experience all that Cypress Head has to offer.

- We also have our Junior Summer program schedule in place including summer camps, junior clinics and our “Kids Play Free” initiative. The information has been shared with the Parks & Recreation department for distribution by the city of Port Orange. All of us here at Cypress Head are committed to assisting our junior golfers and increasing our presence in the community.

- We will be sponsoring a Memorial Day Folds of Honor promotion which will provide educational scholarships to the military families of the fallen and disabled soldiers. We are proud to support such a fine organization.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.

The Golf Club at Cypress Head
Course Cash Flow Report
April 30, 2017

	April	*YTD*
EBITDA	**$28,214.40**	**$130,140.26**
Management Fee Expense	**(5,712.85)**	**(39,989.95)**
Depreciation & Amortization	**(153.61)**	**(1,073.27)**
Net Income	**22,347.94**	**89,077.04**
Working Capital Changes		
Inventory	**704.72**	**(2,878.05)**
Receivables	**1,014.87**	**90,041.35**
Payables	**17,120.92**	**(36,635.15)**
Due to from the City	**133.04**	**781.39**
Prepaids	**3,530.23**	**1,767.54**
Accrued Liabilities	**(22,733.35)**	**(38,329.17)**
Other Liabilities	**(20,065.10)**	**(163,674.76)**
Depreciation & Amortization	**153.61**	**1,073.27**
Operating Cash Flow	**2,206.88**	**(58,776.54)**
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	**2,206.88**	**(58,776.54)**
Beginning Cash	**116,017.68**	**177,001.10**
Net Cash Flows	**2,206.88**	**(58,776.54)**
Ending Cash	**118,224.56**	**118,224.56**

The Golf Club at Cypress Head
Comparative Income Statement
For the Seven Months Ending April 30, 2017

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	127,465	704,824	1,077,267	65%	122,673	793,858	1,116,089	71%
Merchandise	5,553	33,362	54,320	61%	5,776	39,135	57,514	68%
Other Pro Shop	1,190	10,180	14,505	70%	825	9,689	11,540	84%
Range	4,444	21,838	34,150	64%	3,850	23,458	34,679	68%
Food and Beverage	0	0	137		0	0	0	
Other Operating Revenues	4,464	23,740	37,806	63%	4,123	26,226	39,852	66%
TOTAL REVENUE	143,115	793,944	1,218,185	65%	137,248	892,366	1,259,674	71%
COST OF SALES								
Merchandise	3,633	24,460	36,189	68%	2,919	23,132	40,260	57%
TOTAL COGS	3,633	24,460	36,189	68%	2,919	23,132	40,260	57%
COGS - Merchandise %	65.4%	73.3%	66.6%	110.0%	50.5%	59.1%	70.0%	84.4%
PAYROLL								
Course and Grounds	26,145	197,948	339,558	58%	30,994	213,680	351,366	61%
Carts, Range, Starters, Etc.	8,183	48,389	81,091	60%	8,617	52,327	92,546	57%
Pro Shop	3,384	31,153	53,209	59%	3,233	25,575	55,398	46%
General and Administrative	10,868	74,496	127,363	58%	11,839	76,486	129,158	59%
Marketing	4,301	28,767	48,834	59%	4,800	29,758	49,603	60%
TOTAL PAYROLL	52,880	380,753	650,054	59%	59,483	397,825	678,071	59%
OPERATING EXPENSES								
Course and Grounds	16,806	107,210	247,630	43%	21,698	144,140	212,591	68%
Carts, Range, Starters, Etc.	5,967	48,291	80,708	60%	7,792	48,546	85,302	57%
Pro Shop	65	7,245	10,107	72%	24	5,374	9,015	60%
Food and Beverage	0	322	322	100%	0	0	0	
General and Administrative	18,209	119,369	197,823	60%	16,425	133,787	205,607	65%
Marketing	2,115	23,895	34,250	70%	692	9,422	33,063	28%
TOTAL OPERATING EXPENSES	43,162	306,333	570,840	54%	46,632	341,269	545,578	63%
TOTAL EXPENSES	99,676	711,546	1,257,084	57%	109,034	762,226	1,263,909	60%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(41,647)	(70,211)	59%	(5,713)	(39,990)	(69,924)	57%
Depreciation & Amortization	(381)	(2,667)	(11,147)	24%	(154)	(1,073)	(4,572)	23%
TOTAL OTHER INCOME (EXPENSE)	(6,094)	(44,314)	(81,358)	54%	(5,866)	(41,063)	(74,496)	55%
NET INCOME	37,346	38,084	(120,257)	-32%	22,348	89,077	(78,731)	-113%
Paid Rounds	4,239	22,084	34,878	63%	4,065	24,714	38,696	64%
Annual Pass Rounds	917	5,421	8,657	63%	647	5,353	5,051	106%
Other Rounds	235	1,343	2,437	55%	246	1,630	2,812	58%
Total Rounds	5,391	28,848	45,972	63%	4,958	31,697	46,559	68%
Revenue/Paid Rounds	33.76	35.95	34.93	103%	33.76	36.11	32.55	111%
Revenue/Total Rounds	26.55	27.52	26.50	104%	27.68	28.15	27.06	104%

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2017

	04/30/17	09/30/16	04/30/16
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	91,135	176,360	218,654
Cash - Payroll	25,740	0	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	(209)	69
Total Cash	118,225	177,001	219,573
Accounts Receivable			
A/R Member	2,552	92,593	1,737
Total Accounts Recievable	2,552	92,593	1,737
Other Current Assets			
Inventory - Merchandise	19,112	16,234	13,757
Prepaid Insurance	7,363	10,248	7,210
Prepaid Exp - Other	8,156	7,038	7,471
Total Other Current Assets	34,631	33,520	28,438
TOTAL CURRENT ASSETS	155,407	303,115	249,748
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	54,143
Furniture and Fixtures	0	0	9,045
Machinery & Equipment	5,550	5,550	16,000
Property Plant and Equipment	36,148	36,148	79,187
Accumulated Depreciation	(25,310)	(24,236)	(58,796)
TOTAL PROPERTY, PLANT AND EQUIPMENT	10,838	11,911	20,391
TOTAL ASSETS	166,245	315,026	270,139

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2017

	04/30/17	09/30/16	04/30/16
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	38,476	75,111	32,304
Accts Pay - Other	(109,608)	(110,389)	10,124
Accrued Expenses	699	7,783	0
Accrued Payroll	6,164	25,945	29,934
Accrued Taxes	7,775	13,903	7,956
Accrued Interest	0	5,337	0
Deferred Revenue	133,662	297,337	151,738
TOTAL CURRENT LIBILITIES	77,170	315,027	232,055
TOTAL LIABILITIES	77,170	315,027	232,055
STOCKHOLDER'S EQUITY			
Retained Earnings	89,076	(1)	38,084
Net Retained Earnings	89,076	(1)	38,084
Stockholders Equity	89,076	(1)	38,084
TOTAL STOCKHOLDER'S EQUITY	89,076	(1)	38,084
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	166,245	315,026	270,139

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2017

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(25,773)	1,227	3,690	28,175	49,683	44,924	28,214	11,746	0	0	0	0	141,886
Management Fee Expense	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	0	0	0	0	0	(39,990)
Depreciation & Amortization	(154)	(152)	(154)	(154)	(154)	(154)	(154)	0	0	0	0	0	(1,073)
Net Income	(31,640)	(4,638)	(2,176)	22,308	43,817	39,058	22,348	11,746	0	0	0	0	100,823
Working Capital Changes													
Inventory	(2,093)	(2,542)	(2,392)	63	393	2,988	705	0	0	0	0	0	(2,878)
Receivables	88,276	1,618	2,360	(282)	(40)	(2,905)	1,015	3,216	0	0	0	0	93,258
Prepaid Expenses	(1,862)	2,690	(3,230)	(29,902)	10,524	20,018	3,530	0	0	0	0	0	1,768
Payables	(33,493)	17,150	(34,265)	(4,666)	9,232	(7,714)	17,121	(32,358)	0	0	0	0	(68,994)
Due to from the City	512	111	(123)	68	82	(1)	133	0	0	0	0	0	781
Accrued Expenses	(25,855)	(15,548)	13,018	10,207	(2,391)	4,973	(22,733)	758	0	0	0	0	(37,571)
Deferred Revenues	(52,262)	(16,409)	(13,360)	(20,779)	(21,262)	(19,537)	(20,065)	130	0	0	0	0	(163,545)
Depreciation & Amortization	154	152	154	154	154	154	154	0	0	0	0	0	1,073
Operating Cash Flow	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(16,509)	0	0	0	0	(75,285)
Investing Activities													
Financing Activites													
Net Cash Flows	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(16,509)	0	0	0	0	(75,285)
Beginning Cash	177,001	118,738	101,320	61,306	38,477	78,985	116,018	118,225	101,716	101,716	101,716	101,716	1,216,932
Net Cash Flows	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(16,509)	0	0	0	0	(75,285)
Ending Cash	118,738	101,320	61,306	38,477	78,985	116,018	118,225	101,716	101,716	101,716	101,716	101,716	1,141,646

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
71,416	69,191	103%	71,580	100%	Green Fees	466,634	434,779	107%	411,230	113%	646,060	671,965
51,257	45,736	112%	55,884	92%	Cart Fee	327,224	316,606	103%	293,594	111%	470,029	494,336
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
40	28	143%	40	100%	Handicap Fee	4,480	4,467	100%	4,759	94%	4,567	4,610
535	356	150%	850	63%	Lessons	3,409	2,681	127%	3,741	91%	3,931	6,603
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
250	359	70%	300	83%	Rental Clubs	1,800	2,042	88%	1,607	112%	3,042	2,800
5,776	6,249	92%	5,553	104%	Retail	39,135	35,585	110%	33,362	117%	57,514	60,230
3,850	3,074	125%	4,444	87%	Range	23,458	20,655	114%	21,838	107%	34,679	35,770
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
4,123	3,954	104%	4,464	92%	City Surcharge R & R	26,226	26,360	99%	23,740	110%	39,852	40,293
137,248	128,947	106%	143,115	96%	Total Revenues	892,366	843,175	106%	793,944	112%	1,259,674	1,316,607
					COST OF GOODS SOLD							
2,919	4,374	67%	3,633	80%	COGS - Merchandise	23,132	24,910	93%	24,460	95%	40,260	34,862
2,919	4,374	67%	3,633	80%	Total COGS	23,132	24,910	93%	24,460	95%	40,260	34,862
134,329	124,573	108%	139,482	96%	GROSS MARGIN	869,234	818,265	106%	769,484	113%	1,219,414	1,281,745
50.53%	70.00%	72.20%	65.44%	77.22%	COGS - Merchandise %	59.11%	70.00%	84.44%	73.32%	80.62%	70.00%	692.16%
					PAYROLL							
21,948	19,078	115%	18,131	121%	Gross Payroll - Salaried	144,629	133,546	108%	126,763	114%	228,936	249,532
26,483	26,706	99%	25,048	106%	Gross Payroll - Hourly	179,030	188,087	95%	182,497	98%	318,603	299,060
48,431	45,784	106%	43,179	112%	S/T Wages	323,659	321,633	101%	309,260	105%	547,539	548,592
3,528	3,503	101%	3,291	107%	Payroll Tax - FICA	24,233	24,608	98%	23,350	104%	41,893	40,925
420	504	83%	481	87%	Payroll Tax - UC	2,955	3,582	83%	4,162	71%	4,953	4,534
1,211	1,001	121%	875	138%	Payroll Tax - WC	6,283	6,784	93%	6,808	92%	11,719	10,739
5,894	5,817	101%	5,054	117%	Benefits	40,694	40,720	100%	37,173	109%	71,967	62,336
11,052	10,825	102%	9,702	114%	S/T Adders	74,166	75,694	98%	71,493	104%	130,532	118,534
59,483	56,609	105%	52,880	112%	TOTAL PAYROLL	397,825	397,327	100%	380,753	104%	678,071	667,126
					OPERATING EXPENSES							
74	200	37%	16	475%	Cart Supplies	1,313	1,458	90%	1,102	119%	2,521	1,569
0	150	0%	137	0%	Course Accessories	3,349	2,491	134%	920	364%	3,886	4,648
600	500	120%	1,123	53%	Fertilizer	20,650	15,039	137%	9,007	229%	25,094	50,458
0	100	0%	0	0%	Flowers/Decor	0	274	0%	74	0%	399	1,531
1,488	1,000	149%	1,009	148%	Fuel	6,954	7,416	94%	5,087	137%	13,026	13,204
876	0	0%	0	0%	Fungicides	4,483	1,606	279%	1,635	274%	4,045	8,072
892	0	0%	2,797	32%	Herbicides	11,273	7,963	142%	7,613	148%	15,068	24,180
2,581	2,505	103%	525	492%	Insecticides	15,619	10,044	156%	6,897	226%	15,077	23,670
224	289	78%	1,403	16%	Janitorial Supplies	1,883	2,550	74%	2,531	74%	4,136	3,429
0	50	0%	0	0%	Laundry/Uniforms	209	555	38%	55	379%	1,038	296
444	238	186%	145	306%	Office Supplies	2,442	2,899	84%	2,826	86%	4,366	4,317
1,060	1,600	66%	0	0%	Range Balls	2,515	3,330	76%	1,530	164%	3,330	3,535
261	100	261%	144	180%	Range Equipment	1,149	784	147%	1,227	94%	1,284	1,180
0	0	0%	13	0%	Range Expenses	0	210	0%	23	0%	460	0
0	0	0%	0	0%	Sand/Topdress	4,206	2,006	210%	4,291	98%	9,011	10,995
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
0	0	0%	0	0%	Small Tools	611	205	298%	55	1104%	407	1,079
0	300	0%	0	0%	Staff/Volunteer Uniforms	0	700	0%	0	0%	833	41
0	150	0%	0	0%	Supplies	878	1,051	83%	1,489	59%	1,801	1,971
(45)	200	-22%	0	0%	Tournament Expense	(537)	774	-69%	589	-91%	1,174	(447)
55	91	60%	286	19%	Alarm System	2,253	727	310%	919	245%	1,425	3,752
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	890	0
0	200	0%	(500)	0%	Cart Repairs	33	855	4%	955	3%	1,855	403
151	254	60%	371	41%	Computer Service	1,572	5,617	28%	1,847	85%	6,912	2,857
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	Guest Relations	32	0	0%	49	65%	0	117
0	0	0%	0	0%	Handicap Expense	4,174	4,289	97%	4,417	94%	4,475	4,681
0	100	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
251	419	60%	803	31%	Irrigation	1,907	3,991	48%	2,590	74%	6,392	4,502
0	75	0%	65	0%	Lesson Expense	0	590	0%	725	0%	965	426
0	0	0%	0	0%	Pest Control	0	230	0%	0	0%	230	0
2,231	3,033	74%	2,646	84%	Repair & Maint - Equipment	15,467	15,441	100%	17,127	90%	22,585	29,749
32	520	6%	1,136	3%	Repair & Maint - Building	2,375	2,280	104%	1,670	142%	3,208	4,057
5,356	5,356	100%	5,356	100%	Cart Lease	37,490	37,492	100%	37,489	100%	64,272	64,268
4,886	4,886	100%	4,512	108%	Equipment Lease	34,204	34,202	100%	31,581	108%	58,632	56,762
168	162	104%	168	100%	Off-Site Storage	1,176	1,164	101%	1,203	98%	1,974	2,026
1,271	1,381	92%	1,098	116%	Utilities - Electric	7,569	7,794	97%	7,353	103%	13,383	12,691
5,885	3,229	182%	4,221	139%	Utilities - Other	30,575	23,409	131%	24,720	124%	41,871	55,058
382	269	142%	232	165%	Utilities - Telephone/Fax	1,925	1,329	145%	1,525	126%	2,449	2,965
315	294	107%	275	114%	Utilities - Water	1,817	1,933	94%	1,966	92%	2,897	3,028

The Golf Club at Cypress Head
Summary of All Units
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
692	825	84%	2,019	34%	Advertising & Promotion	8,410	10,337	81%	11,051	76%	16,247	16,591
497	258	193%	360	138%	Bank Charges	3,621	1,236	293%	1,617	224%	1,382	5,275
(280)	0	0%	2	-16756%	Cash Short/(Over)	(564)	0	0%	(467)	121%	0	179
125	200	63%	200	63%	Cell Phone	1,200	1,475	81%	1,275	94%	2,475	2,100
4,123	3,954	104%	4,464	92%	City Surcharge R & R	26,226	26,360	99%	23,740	110%	39,852	40,293
0	0	0%	81	0%	Copier/Photocopies	18	335	5%	490	4%	671	290
2,595	2,208	118%	2,488	104%	Credit Card Discounts	16,722	16,810	99%	16,238	103%	27,744	23,986
0	0	0%	0	0%	Donations	(267)	0	0%	164	-163%	0	(67)
0	259	0%	0	0%	Dues & Subscriptions	220	409	54%	150	147%	1,109	679
0	200	0%	0	0%	Education & Training	525	200	263%	0	0%	200	525
(105)	200	-53%	61	-172%	Employee Relations	1,266	1,358	93%	970	130%	2,122	2,642
87	0	0%	0	0%	Employee Testing	409	131	313%	131	313%	244	829
3,858	3,871	100%	3,796	102%	Insurance Expense	27,009	27,022	100%	26,571	102%	46,377	46,148
0	0	0%	0	0%	Member Relations	65	272	24%	131	49%	649	65
0	14	0%	22	0%	Messenger Service - Fedex	168	206	81%	220	76%	403	380
0	1,000	0%	0	0%	Miscellaneous	864	9,891	9%	13,291	7%	13,291	900
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
3,600	3,100	116%	325	1108%	O/S - Other	3,950	3,100	127%	1,532	258%	9,218	19,656
793	305	260%	645	123%	Payroll Processing Fee	7,032	1,989	354%	2,063	341%	3,535	11,656
162	49	330%	39	413%	Postage/Shipping	396	117	339%	78	505%	634	454
285	200	143%	(30)	-950%	Tax/Licenses/Fees	405	50	810%	(180)	-225%	(100)	330
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
37	0	0%	0	0%	Travel - Meals	1,470	683	215%	1,375	107%	683	1,988
725	2,320	31%	713	102%	Travel - Other	6,160	10,017	61%	6,199	99%	16,423	11,287
0	0	0%	0	0%	Website Expenses	0	2,000	0%	900	0%	4,000	2,100
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
46,632	46,614	100%	43,162	108%	TOTAL OPERATING EXPENSES	341,269	333,195	102%	306,333	111%	545,578	605,776
28,214	21,350	132%	43,439	65%	EBITDA	130,140	87,743	148%	82,398	158%	(4,235)	8,843
5,713	5,827	98%	5,713	100%	Management Fee	39,990	40,789	98%	41,647	96%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	39,990	40,789	98%	41,647	96%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	258	686	38%	683	38%	1,176	1,502
117	283	41%	283	41%	Deprec - Buildings	815	1,981	41%	1,984	41%	3,396	8,051
154	381	40%	381	40%	S/T DEPR. & AMORT	1,073	2,667	40%	2,667	40%	4,572	9,553
22,348	15,142	148%	37,346	60%	NET INCOME	89,077	44,287	201%	38,084	234%	(78,731)	(69,264)

The Golf Club at Cypress Head
Course & Grounds
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
71,416	69,191	103%	71,580	100%	Green Fees	466,634	434,779	107%	411,230	113%	646,060	671,965
4,123	3,954	104%	4,464	92%	City Surcharge R & R	26,226	26,360	99%	23,740	110%	39,852	40,293
75,539	73,145	103%	76,044	99%	Total Revenues	492,860	461,139	107%	434,970	113%	685,912	712,257
75,539	73,145	103%	76,044	99%	GROSS MARGIN	492,860	461,139	107%	434,970	113%	685,912	712,257
					PAYROLL							
8,782	7,802	113%	6,305	139%	Gross Payroll - Salaried	62,196	54,614	114%	47,499	131%	93,624	109,366
15,922	15,437	103%	14,701	108%	Gross Payroll - Hourly	109,008	108,455	101%	111,566	98%	186,129	179,978
24,704	23,239	106%	21,006	118%	S/T Wages	171,204	163,069	105%	159,065	108%	279,753	289,343
1,717	1,778	97%	1,532	112%	Payroll Tax - FICA	12,101	12,475	97%	11,382	106%	21,402	20,377
192	265	72%	275	70%	Payroll Tax - UC	1,585	1,640	97%	2,063	77%	2,040	2,311
602	508	119%	405	149%	Payroll Tax - WC	3,144	3,442	91%	3,402	92%	5,990	5,360
3,779	3,408	111%	2,926	129%	Benefits	25,645	23,858	107%	22,036	116%	42,181	37,898
6,290	5,959	106%	5,138	122%	S/T Adders	42,475	41,415	103%	38,883	109%	71,613	65,946
30,994	29,198	106%	26,145	119%	TOTAL PAYROLL	213,680	204,484	104%	197,948	108%	351,366	355,290
					OPERATING EXPENSES							
0	150	0%	137	0%	Course Accessories	3,349	2,491	134%	920	364%	3,886	4,648
600	500	120%	1,123	53%	Fertilizer	20,650	15,039	137%	9,007	229%	25,094	50,458
0	100	0%	0	0%	Flowers/Decor	0	274	0%	74	0%	399	1,531
1,488	1,000	149%	1,009	148%	Fuel	6,954	7,416	94%	5,087	137%	13,026	13,204
876	0	0%	0	0%	Fungicides	4,483	1,606	279%	1,635	274%	4,045	8,072
892	0	0%	2,797	32%	Herbicides	11,273	7,963	142%	7,613	148%	15,068	24,180
2,581	2,505	103%	525	492%	Insecticides	15,619	10,044	156%	6,897	226%	15,077	23,670
0	0	0%	0	0%	Sand/Topdress	4,206	2,006	210%	4,291	98%	9,011	10,995
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
0	0	0%	0	0%	Small Tools	611	205	298%	55	1104%	407	1,079
0	300	0%	0	0%	Staff/Volunteer Uniforms	0	700	0%	0	0%	833	41
251	419	60%	803	31%	Irrigation	1,907	3,991	48%	2,590	74%	6,392	4,502
2,231	2,625	85%	2,646	84%	Repair & Maint - Equipment	13,489	14,104	96%	16,569	81%	20,663	25,986
0	0	0%	0	0%	Repair & Maint - Building	10	702	1%	0	0%	1,207	280
4,886	4,886	100%	4,512	108%	Equipment Lease	34,204	34,202	100%	31,581	108%	58,632	56,762
230	180	128%	160	144%	Utilities - Electric	1,524	1,395	109%	1,388	110%	2,703	2,683
3,562	1,282	278%	2,087	171%	Utilities - Other	14,262	9,665	148%	10,482	136%	16,748	25,905
99	93	107%	99	101%	Utilities - Telephone/Fax	699	702	100%	714	98%	1,072	1,194
315	294	107%	275	114%	Utilities - Water	1,817	1,933	94%	1,966	92%	2,897	3,028
0	0	0%	0	0%	Education & Training	375	0	0%	0	0%	0	375
0	100	0%	9	0%	Employee Relations	0	200	0%	9	0%	200	533
87	0	0%	0	0%	Employee Testing	409	131	313%	131	313%	244	829
3,600	3,100	116%	325	1108%	O/S - Other	3,600	3,100	116%	1,532	235%	9,218	19,306
0	0	0%	0	0%	Tax/Licenses/Fees	300	0	0%	0	0%	0	300
0	600	0%	300	0%	Travel - Other	0	1,200	0%	1,200	0%	1,700	600
21,698	18,134	120%	16,806	129%	TOTAL OPERATING EXPENSES	144,140	123,138	117%	107,210	134%	212,591	284,559
22,847	25,813	89%	33,093	69%	EBITDA	135,041	133,517	101%	129,812	104%	121,955	72,408
22,847	25,813	89%	33,093	69%	NET INCOME	135,041	133,517	101%	129,812	104%	121,955	72,408

The Golf Club at Cypress Head
Carts
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
51,257	45,736	112%	55,884	92%	Cart Fee	327,224	316,606	103%	293,594	111%	470,029	494,336
51,257	45,736	112%	55,884	92%	Total Revenues	327,224	316,606	103%	293,594	111%	470,029	494,336
51,257	45,736	112%	55,884	92%	GROSS MARGIN	327,224	316,606	103%	293,594	111%	470,029	494,336
					PAYROLL							
7,686	7,176	107%	7,321	105%	Gross Payroll - Hourly	46,970	50,710	93%	43,011	109%	82,679	76,099
7,686	7,176	107%	7,321	105%	S/T Wages	46,970	50,710	93%	43,011	109%	82,679	76,099
580	549	106%	566	102%	Payroll Tax - FICA	3,687	3,878	95%	3,370	109%	6,323	5,979
162	149	109%	143	114%	Payroll Tax - UC	726	1,022	71%	1,073	68%	1,688	1,376
183	157	116%	143	128%	Payroll Tax - WC	896	1,069	84%	867	103%	1,767	1,484
5	8	67%	10	54%	Benefits	48	55	87%	68	71%	89	92
931	863	108%	862	108%	S/T Adders	5,357	6,024	89%	5,378	100%	9,867	8,931
8,617	8,039	107%	8,183	105%	TOTAL PAYROLL	52,327	56,734	92%	48,389	108%	92,546	85,029
					OPERATING EXPENSES							
74	200	37%	16	475%	Cart Supplies	1,313	1,458	90%	1,102	119%	2,521	1,569
0	200	0%	(500)	0%	Cart Repairs	33	855	4%	955	3%	1,855	403
5,356	5,356	100%	5,356	100%	Cart Lease	37,490	37,492	100%	37,489	100%	64,272	64,268
1,041	1,201	87%	938	111%	Utilities - Electric	6,045	6,399	94%	5,964	101%	10,680	10,008
6,471	6,957	93%	5,809	111%	TOTAL OPERATING EXPENSES	44,881	46,204	97%	45,511	99%	79,328	76,248
36,168	30,740	118%	41,893	86%	EBITDA	230,016	213,668	108%	199,695	115%	298,155	333,059
36,168	30,740	118%	41,893	86%	NET INCOME	230,016	213,668	108%	199,695	115%	298,155	333,059

The Golf Club at Cypress Head
Range
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
3,850	3,074	125%	4,444	87%	Range	23,458	20,655	114%	21,838	107%	34,679	35,770
3,850	3,074	125%	4,444	87%	Total Revenues	23,458	20,655	114%	21,838	107%	34,679	35,770
3,850	3,074	125%	4,444	87%	GROSS MARGIN	23,458	20,655	114%	21,838	107%	34,679	35,770
					OPERATING EXPENSES							
1,060	1,600	66%	0	0%	Range Balls	2,515	3,330	76%	1,530	164%	3,330	3,535
261	100	261%	144	180%	Range Equipment	1,149	784	147%	1,227	94%	1,284	1,180
0	0	0%	13	0%	Range Expenses	0	210	0%	23	0%	460	0
0	75	0%	0	0%	Repair & Maint - Equipment	0	525	0%	0	0%	900	0
1,321	1,775	74%	158	838%	TOTAL OPERATING EXPENSES	3,664	4,849	76%	2,780	132%	5,974	4,715
2,530	1,299	195%	4,287	59%	EBITDA	19,794	15,806	125%	19,058	104%	28,705	31,055
2,530	1,299	195%	4,287	59%	NET INCOME	19,794	15,806	125%	19,058	104%	28,705	31,055

The Golf Club at Cypress Head
F & B Cafe
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	137
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	137
					OPERATING EXPENSES							
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	79	0%	0	0
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	137	0%	0	0
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	322	0%	0	0
0	0	0%	0	0%	EBITDA	0	0	0%	(322)	0%	0	137
0	0	0%	0	0%	NET INCOME	0	0	0%	(322)	0%	0	137

The Golf Club at Cypress Head
Golf Shop
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
40	28	143%	40	100%	Handicap Fee	4,480	4,467	100%	4,759	94%	4,567	4,610
535	356	150%	850	63%	Lessons	3,409	2,681	127%	3,741	91%	3,931	6,603
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
250	359	70%	300	83%	Rental Clubs	1,800	2,042	88%	1,607	112%	3,042	2,800
5,776	6,249	92%	5,553	104%	Retail	39,135	35,585	110%	33,362	117%	57,514	60,230
6,601	6,992	94%	6,743	98%	Total Revenues	48,824	44,775	109%	43,542	112%	69,054	74,106
					COST OF GOODS SOLD							
2,919	4,374	67%	3,633	80%	COGS - Merchandise	23,132	24,910	93%	24,460	95%	40,260	34,862
2,919	4,374	67%	3,633	80%	Total COGS	23,132	24,910	93%	24,460	95%	40,260	34,862
3,682	2,618	141%	3,109	118%	GROSS MARGIN	25,691	19,865	129%	19,082	135%	28,794	39,244
50.53%	70.00%	72.20%	65.44%	77.22%	COGS - Merchandise %	59.11%	70.00%	84.44%	73.32%	80.62%	70.00%	692.16%
					PAYROLL							
2,875	4,093	70%	3,026	95%	Gross Payroll - Hourly	23,052	28,922	80%	27,920	83%	49,795	42,984
2,875	4,093	70%	3,026	95%	S/T Wages	23,052	28,922	80%	27,920	83%	49,795	42,984
218	313	70%	231	94%	Payroll Tax - FICA	1,802	2,214	81%	2,153	84%	3,812	3,347
66	85	77%	63	104%	Payroll Tax - UC	292	448	65%	520	56%	728	495
74	89	83%	63	116%	Payroll Tax - WC	428	609	70%	560	76%	1,063	805
357	487	73%	358	100%	S/T Adders	2,523	3,271	77%	3,233	78%	5,603	4,647
3,233	4,580	71%	3,384	96%	TOTAL PAYROLL	25,575	32,193	79%	31,153	82%	55,398	47,630
					OPERATING EXPENSES							
69	50	138%	0	0%	Office Supplies	860	350	246%	26	3370%	600	1,574
0	150	0%	0	0%	Supplies	878	1,051	83%	1,489	59%	1,801	1,971
(45)	200	-22%	0	0%	Tournament Expense	(537)	774	-69%	589	-91%	1,174	(447)
0	0	0%	0	0%	Handicap Expense	4,174	4,289	97%	4,417	94%	4,475	4,681
0	75	0%	65	0%	Lesson Expense	0	590	0%	725	0%	965	426
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	31
24	475	5%	65	38%	TOTAL OPERATING EXPENSES	5,374	7,054	76%	7,245	74%	9,015	8,235
425	(2,437)	-17%	(340)	-125%	EBITDA	(5,258)	(19,382)	27%	(19,317)	27%	(35,619)	(16,621)
425	(2,437)	-17%	(340)	-125%	NET INCOME	(5,258)	(19,382)	27%	(19,317)	27%	(35,619)	(16,621)

The Golf Club at Cypress Head
G & A
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
9,115	7,905	115%	8,265	110%	Gross Payroll - Salaried	57,933	55,335	105%	55,719	104%	94,860	98,816
9,115	7,905	115%	8,265	110%	S/T Wages	57,933	55,335	105%	55,719	104%	94,860	98,816
764	605	126%	703	109%	Payroll Tax - FICA	4,880	4,235	115%	4,742	103%	7,260	8,262
0	0	0%	0	0%	Payroll Tax - UC	237	291	82%	344	69%	291	237
261	173	151%	193	135%	Payroll Tax - WC	1,368	1,166	117%	1,506	91%	2,031	2,321
1,700	1,993	85%	1,706	100%	Benefits	12,067	13,951	86%	12,186	99%	24,716	19,716
2,724	2,771	98%	2,603	105%	S/T Adders	18,552	19,643	94%	18,778	99%	34,298	30,536
11,839	10,676	111%	10,868	109%	TOTAL PAYROLL	76,486	74,978	102%	74,496	103%	129,158	129,352
					OPERATING EXPENSES							
224	289	78%	1,403	16%	Janitorial Supplies	1,883	2,550	74%	2,531	74%	4,136	3,429
0	50	0%	0	0%	Laundry/Uniforms	209	555	38%	55	379%	1,038	296
374	188	199%	145	258%	Office Supplies	1,581	2,549	62%	2,800	56%	3,766	2,742
55	91	60%	286	19%	Alarm System	2,253	727	310%	919	245%	1,425	3,752
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	890	0
151	254	60%	371	41%	Computer Service	1,572	5,617	28%	1,847	85%	6,912	2,857
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	Guest Relations	32	0	0%	49	65%	0	117
0	100	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	0	230	0%	0	0%	230	0
0	333	0%	0	0%	Repair & Maint - Equipment	1,978	812	244%	479	413%	1,022	3,764
32	520	6%	1,136	3%	Repair & Maint - Building	2,365	1,578	150%	1,670	142%	2,001	3,746
168	162	104%	168	100%	Off-Site Storage	1,176	1,164	101%	1,203	98%	1,974	2,026
2,322	1,947	119%	2,134	109%	Utilities - Other	16,313	13,744	119%	14,238	115%	25,123	29,154
283	176	161%	133	212%	Utilities - Telephone/Fax	1,227	627	196%	811	151%	1,377	1,770
497	258	193%	360	138%	Bank Charges	3,621	1,236	293%	1,617	224%	1,382	5,275
(280)	0	0%	2	-16756%	Cash Short/(Over)	(564)	0	0%	(604)	93%	0	179
125	200	63%	200	63%	Cell Phone	1,200	1,475	81%	1,275	94%	2,475	2,100
4,123	3,954	104%	4,464	92%	City Surcharge R & R	26,226	26,360	99%	23,740	110%	39,852	40,293
0	0	0%	81	0%	Copier/Photocopies	18	335	5%	490	4%	671	290
2,595	2,208	118%	2,488	104%	Credit Card Discounts	16,722	16,810	99%	16,238	103%	27,744	23,986
0	0	0%	0	0%	Donations	(267)	0	0%	164	-163%	0	(67)
0	259	0%	0	0%	Dues & Subscriptions	220	409	54%	150	147%	1,109	679
0	200	0%	0	0%	Education & Training	150	200	75%	0	0%	200	150
(105)	100	-105%	52	-202%	Employee Relations	1,266	1,158	109%	961	132%	1,922	2,109
3,858	3,871	100%	3,796	102%	Insurance Expense	27,009	27,022	100%	26,571	102%	46,377	46,148
0	0	0%	0	0%	Member Relations	65	272	24%	131	49%	649	65
0	14	0%	22	0%	Messenger Service - Fedex	168	206	81%	220	76%	403	380
0	0	0%	0	0%	Miscellaneous	(36)	1,275	-3%	1,675	-2%	1,675	0
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Other	350	0	0%	0	0%	0	350
793	305	260%	645	123%	Payroll Processing Fee	7,032	1,989	354%	2,063	341%	3,535	11,656
162	49	330%	39	413%	Postage/Shipping	396	117	339%	78	505%	634	454
285	200	143%	(30)	-950%	Tax/Licenses/Fees	105	50	210%	(180)	-58%	(100)	30
37	0	0%	0	0%	Travel - Meals	1,470	683	215%	1,375	107%	683	1,988
725	1,620	45%	316	229%	Travel - Other	6,047	8,117	75%	4,671	129%	13,523	10,500
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
16,425	17,348	95%	18,209	90%	TOTAL OPERATING EXPENSES	133,787	130,297	103%	119,369	112%	205,607	212,242
(28,265)	(28,024)	101%	(29,077)	97%	EBITDA	(210,273)	(205,275)	102%	(193,865)	108%	(334,765)	(341,594)
5,713	5,827	98%	5,713	100%	Management Fee	39,990	40,789	98%	41,647	96%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	39,990	40,789	98%	41,647	96%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	258	686	38%	683	38%	1,176	1,502
117	283	41%	283	41%	Deprec - Buildings	815	1,981	41%	1,984	41%	3,396	8,051
154	381	40%	381	40%	S/T DEPR. & AMORT	1,073	2,667	40%	2,667	40%	4,572	9,553
(34,131)	(34,232)	100%	(35,170)	97%	NET INCOME	(251,336)	(248,731)	101%	(238,179)	106%	(409,261)	(419,701)

The Golf Club at Cypress Head
Marketing
For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
4,050	3,371	120%	3,561	114%	Gross Payroll - Salaried	24,499	23,597	104%	23,546	104%	40,452	41,350
4,050	3,371	120%	3,561	114%	S/T Wages	24,499	23,597	104%	23,546	104%	40,452	41,350
249	258	96%	259	96%	Payroll Tax - FICA	1,762	1,806	98%	1,703	103%	3,096	2,960
0	5	0%	0	0%	Payroll Tax - UC	115	181	63%	163	71%	206	115
92	74	124%	70	131%	Payroll Tax - WC	447	498	90%	473	95%	868	769
409	408	100%	412	99%	Benefits	2,934	2,856	103%	2,883	102%	4,981	4,631
750	745	101%	740	101%	S/T Adders	5,258	5,341	98%	5,222	101%	9,151	8,475
4,800	4,116	117%	4,301	112%	TOTAL PAYROLL	29,758	28,938	103%	28,767	103%	49,603	49,824
					OPERATING EXPENSES							
692	825	84%	2,019	34%	Advertising & Promotion	8,410	10,337	81%	11,051	76%	16,247	16,591
0	1,000	0%	0	0%	Miscellaneous	900	8,616	10%	11,616	8%	11,616	900
0	100	0%	96	0%	Travel - Other	112	700	16%	328	34%	1,200	187
0	0	0%	0	0%	Website Expenses	0	2,000	0%	900	0%	4,000	2,100
692	1,925	36%	2,115	33%	TOTAL OPERATING EXPENSES	9,422	21,653	44%	23,895	39%	33,063	19,777
(5,491)	(6,041)	91%	(6,416)	86%	EBITDA	(39,180)	(50,591)	77%	(52,662)	74%	(82,666)	(69,602)
(5,491)	(6,041)	91%	(6,416)	86%	NET INCOME	(39,180)	(50,591)	77%	(52,662)	74%	(82,666)	(69,602)

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
122,673	114,927	107%	127,465	96%	Green Fees & Cart Fees	793,858	751,385	106%	704,824	113%	1,116,089	1,166,301
5,776	6,249	92%	5,553	104%	Merchandise	39,135	35,585	110%	33,362	117%	57,514	60,093
825	743	111%	1,190	69%	Other Pro Shop	9,689	9,190	105%	10,180	95%	11,540	14,013
3,850	3,074	125%	4,444	87%	Range	23,458	20,655	114%	21,838	107%	34,679	35,770
0	0	0%	0	0%	Food and Beverage	0	0	0%	0	0%	0	137
4,123	3,954	104%	4,464	92%	Other Operating Revenues	26,226	26,360	99%	23,740	110%	39,852	40,293
137,248	128,947	106%	143,115	96%	TOTAL REVENUE	892,366	843,175	106%	793,944	112%	1,259,674	1,316,607
					COST OF SALES							
2,919	4,374	67%	3,633	80%	Merchandise	23,132	24,910	93%	24,460	95%	40,260	34,862
2,919	4,374	67%	3,633	80%	TOTAL COGS	23,132	24,910	93%	24,460	95%	40,260	34,862
50.5%	70.0%	72.2%	65.4%	77.2%	COGS - Merchandise %	59.1%	70.0%	84.4%	73.3%	80.6%	70.0%	692.2%
					PAYROLL							
30,994	29,198	106%	26,145	119%	Course and Grounds	213,680	204,484	104%	197,948	108%	351,366	355,290
8,617	8,039	107%	8,183	105%	Carts, Range, Starters, Etc.	52,327	56,734	92%	48,389	108%	92,546	85,029
3,233	4,580	71%	3,384	96%	Pro Shop	25,575	32,193	79%	31,153	82%	55,398	47,630
11,839	10,676	111%	10,868	109%	General and Administrative	76,486	74,978	102%	74,496	103%	129,158	129,352
4,800	4,116	117%	4,301	112%	Marketing	29,758	28,938	103%	28,767	103%	49,603	49,824
59,483	56,609	105%	52,880	112%	TOTAL PAYROLL	397,825	397,327	100%	380,753	104%	678,071	667,126
					OPERATING EXPENSES							
21,698	18,134	120%	16,806	129%	Course and Grounds	144,140	123,138	117%	107,210	134%	212,591	284,559
7,792	8,732	89%	5,967	131%	Carts, Range, Starters, Etc.	48,546	51,053	95%	48,291	101%	85,302	80,963
24	475	5%	65	38%	Pro Shop	5,374	7,054	76%	7,245	74%	9,015	8,235
0	0	0%	0	0%	Food and Beverage	0	0	0%	322	0%	0	0
16,425	17,348	95%	18,209	90%	General and Administrative	133,787	130,297	103%	119,369	112%	205,607	212,242
692	1,925	36%	2,115	33%	Marketing	9,422	21,653	44%	23,895	39%	33,063	19,777
46,632	46,614	100%	43,162	108%	TOTAL OPERATING EXPENSES	341,269	333,195	102%	306,333	111%	545,578	605,776
109,034	107,597	101%	99,676	109%	TOTAL EXPENSES	762,226	755,432	101%	711,546	107%	1,263,909	1,307,764
28,214	21,350	132%	43,439	65%	EBITDA	130,140	87,743	148%	82,398	158%	(4,235)	8,843

The Golf Club at Cypress Head

For the Seven Months Ending April 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
28,214	21,350	132%	43,439	65%	EBITDA	130,140	87,743	148%	82,398	158%	(4,235)	8,843
(5,713)	(5,827)	98%	(5,713)	100%	MANAGEMENT FEES	(39,990)	(40,789)	98%	(41,647)	96%	(69,924)	(68,554)
					OTHER INCOME (EXPENSE)							
(154)	(381)	40%	(381)	40%	Depreciation & Amortization	(1,073)	(2,667)	40%	(2,667)	40%	(4,572)	(9,553)
(154)	(381)	40%	(381)	40%	TOTAL OTHER INCOME (EXPENSE)	(1,073)	(2,667)	40%	(2,667)	40%	(4,572)	(9,553)
22,348	15,142	148%	37,346	60%	NET INCOME	89,077	44,287	201%	38,084	234%	(78,731)	(69,264)
4,065	3,975	102%	4,239	96%	Paid Rounds	24,714	23,666	104%	22,084	112%	38,696	37,508
647	430	150%	917	71%	Annual Pass Rounds	5,353	3,390	158%	5,421	99%	5,051	8,589
246	247	100%	235	105%	Other Rounds	1,630	1,544	106%	1,343	121%	2,812	2,724
4,958	4,652	107%	5,391	92%	Total Rounds	31,697	28,600	111%	28,848	110%	46,559	48,821
34	32	104%	34	100%	Revenue/Paid Rounds	36	36	101%	36	100%	33	419
28	28	100%	27	104%	Revenue/Total Rounds	28	29	95%	28	102%	27	320

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

General Ledger

Ranges: **From:** **To:**
Date: 4/1/2017 4/30/2017
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	$88,486.25	$128,854.05	$126,205.73	$2,648.32	$91,134.57
	10050-5950-900	Cash - Course Payroll BMO	$26,181.43	$23,426.75	$23,868.19	($441.44)	$25,739.99
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10120-5950-900	Cash - New Payroll	$0.00	$46,803.09	$46,803.09	$0.00	$0.00
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$3,566.98	$2,010.89	$3,025.76	($1,014.87)	$2,552.11
	12000-5950-900	Inventory - Merchandise	$19,816.27	$3,097.18	$3,801.90	($704.72)	$19,111.55
	13020-5950-900	Prepaid Insurance	$11,221.15	$0.00	$3,858.39	($3,858.39)	$7,362.76
	13040-5950-900	Prepaid Exp - Other	$7,828.06	$6,660.85	$6,332.69	$328.16	$8,156.22
	20100-5950-900	Machinery & Equipment	$5,550.40	$0.00	$0.00	$0.00	$5,550.40
	20160-5950-900	Buildings and Improvements	$30,597.54	$0.00	$0.00	$0.00	$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	($3,273.44)	$0.00	$36.87	($36.87)	($3,310.31)
	22080-5950-900	Accum. Deprec - Buildings	($21,882.67)	$0.00	$116.74	($116.74)	($21,999.41)
	30000-5950-900	Accts Pay - Trade	($21,355.39)	$105,030.75	$122,151.67	($17,120.92)	($38,476.31)
	30040-5950-900	Accts Pay - Other	$109,740.65	$10,515.35	$10,648.39	($133.04)	$109,607.61
	31000-5950-900	Accrued Expenses	($1,259.89)	$560.45	$0.00	$560.45	($699.44)
	31020-5950-900	Accrued Payroll	($26,989.37)	$20,825.29	$0.00	$20,825.29	($6,164.08)
	31080-5950-900	Accrued Tips Payable	($72.50)	$218.00	$145.50	$72.50	$0.00
	31220-5950-900	Accrued Sales Tax	($9,050.55)	$9,050.55	$7,775.44	$1,275.11	($7,775.44)
	31400-5950-900	Accrued City Surcharge	$0.00	$4,123.31	$4,123.31	$0.00	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($1,994.06)	$1,344.29	$1,670.23	($325.94)	($2,320.00)
	32020-5950-900	Deferred Rev - Outing Deposits	($2,178.46)	$321.56	$0.00	$321.56	($1,856.90)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($29,784.87)	$4,964.15	$0.00	$4,964.15	($24,820.72)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($29,080.42)	$4,846.73	$0.00	$4,846.73	($24,233.69)
	32060-5950-900	Deferred Rev - Gift Certificates	($139.14)	$0.00	$0.00	$0.00	($139.14)
	32070-5950-900	Deferred Rev - Gift Cards	($19,758.92)	$1,078.58	$244.37	$834.21	($18,924.71)
	32100-5950-900	Deferred Rev - Credit Books	($15,365.40)	$941.72	$754.94	$186.78	($15,178.62)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($54,834.76)	$9,139.13	$0.00	$9,139.13	($45,695.63)
	32220-5950-900	Deferred Rev - Founders Pass	($590.91)	$98.48	$0.00	$98.48	($492.43)
	49020-5950-900	Retained Earnings - Current	$1.12	$0.00	$0.00	$0.00	$1.12
	50000-5950-100	Green Fees - Annual Pass	($58,941.49)	$0.00	$9,909.36	($9,909.36)	($68,850.85)
	50040-5950-100	Green Fees - Member	($314,173.22)	$430.78	$57,814.16	($57,383.38)	($371,556.60)
	50070-5950-100	Green Fees - (surcharge)	($22,103.16)	$4,123.31	$8,246.62	($4,123.31)	($26,226.47)
	50500-5950-200	Cart Fee 18	($221,402.61)	$0.00	$42,117.96	($42,117.96)	($263,520.57)
	50520-5950-200	Cart Fee - Annual Trail	($54,564.66)	$0.00	$9,139.13	($9,139.13)	($63,703.79)
	52090-5950-600	Handicap Fee	($4,440.00)	$0.00	$40.00	($40.00)	($4,480.00)
	52150-5950-600	Lessons	($2,874.05)	$0.00	$535.00	($535.00)	($3,409.05)
	52280-5950-600	Rental Clubs	($1,550.00)	$0.00	$250.00	($250.00)	($1,800.00)
	52310-5950-600	Retail	($33,358.62)	$0.00	$5,776.23	($5,776.23)	($39,134.85)
	53050-5950-220	Range Pass Revenue	($19,607.46)	$0.00	$3,850.24	($3,850.24)	($23,457.70)
	56120-5950-100	City Surcharge R & R	($22,103.16)	$0.00	$4,123.31	($4,123.31)	($26,226.47)
	60000-5950-600	COGS - Merchandise - Accessories	$20,213.55	$2,918.92	$0.00	$2,918.92	$23,132.47
	70000-5950-100	Gross Payroll - Salaried	$53,413.99	$12,295.41	$3,512.97	$8,782.44	$62,196.43
	70000-5950-900	Gross Payroll - Salaried	$48,818.24	$14,839.12	$5,723.99	$9,115.13	$57,933.37
	70000-5950-950	Gross Payroll - Salaried	$20,449.40	$5,260.58	$1,210.56	$4,050.02	$24,499.42
	70010-5950-100	Gross Payroll - Hourly	$93,086.03	$22,458.26	$6,536.25	$15,922.01	$109,008.04
	70010-5950-200	Gross Payroll - Hourly	$39,283.41	$10,575.71	$2,889.33	$7,686.38	$46,969.79
	70010-5950-600	Gross Payroll - Hourly	$20,177.17	$4,234.58	$1,359.48	$2,875.10	$23,052.27
	71000-5950-100	Payroll Tax - FICA	$10,384.55	$2,455.89	$739.22	$1,716.67	$12,101.22
	71000-5950-200	Payroll Tax - FICA	$3,106.20	$806.72	$226.27	$580.45	$3,686.65
	71000-5950-600	Payroll Tax - FICA	$1,584.28	$325.94	$107.80	$218.14	$1,802.42
	71000-5950-900	Payroll Tax - FICA	$4,116.88	$1,034.85	$271.26	$763.59	$4,880.47
	71000-5950-950	Payroll Tax - FICA	$1,513.33	$380.22	$131.49	$248.73	$1,762.06
	71010-5950-100	Payroll Tax - UC	$1,393.42	$305.59	$114.09	$191.50	$1,584.92
	71010-5950-200	Payroll Tax - UC	$563.62	$162.38	$0.00	$162.38	$726.00
	71010-5950-600	Payroll Tax - UC	$226.80	$65.64	$0.00	$65.64	$292.44
	71010-5950-900	Payroll Tax - UC	$237.18	$0.00	$0.00	$0.00	$237.18

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-950	Payroll Tax - UC	$114.92	$0.00	$0.00	$0.00	$114.92
	71020-5950-100	Payroll Tax - WC	$2,541.96	$602.05	$0.00	$602.05	$3,144.01
	71020-5950-200	Payroll Tax - WC	$713.58	$182.84	$0.00	$182.84	$896.42
	71020-5950-600	Payroll Tax - WC	$354.35	$73.69	$0.00	$73.69	$428.04
	71020-5950-900	Payroll Tax - WC	$1,106.98	$260.63	$0.00	$260.63	$1,367.61
	71020-5950-950	Payroll Tax - WC	$355.76	$91.53	$0.00	$91.53	$447.29
	71030-5950-100	Benefits	$21,865.77	$7,312.99	$3,533.51	$3,779.48	$25,645.25
	71030-5950-200	Benefits	$42.47	$93.84	$88.48	$5.36	$47.83
	71030-5950-900	Benefits	$10,366.96	$3,877.89	$2,177.98	$1,699.91	$12,066.87
	71030-5950-950	Benefits	$2,524.77	$730.71	$321.35	$409.36	$2,934.13
	80110-5950-200	Cart Supplies	$1,239.20	$74.29	$0.00	$74.29	$1,313.49
	80170-5950-100	Course Accessories	$3,348.91	$0.00	$0.00	$0.00	$3,348.91
	80230-5950-100	Fertilizer	$20,050.02	$600.00	$0.00	$600.00	$20,650.02
	80270-5950-100	Fuel	$5,466.30	$1,487.60	$0.00	$1,487.60	$6,953.90
	80280-5950-100	Fungicides	$3,607.39	$875.88	$0.00	$875.88	$4,483.27
	80320-5950-100	Herbicides	$10,381.12	$892.00	$0.00	$892.00	$11,273.12
	80370-5950-100	Insecticides	$13,037.63	$2,580.92	$0.00	$2,580.92	$15,618.55
	80380-5950-900	Janitorial Supplies	$1,658.64	$224.42	$0.00	$224.42	$1,883.06
	80420-5950-900	Laundry/Uniforms	$208.79	$0.00	$0.00	$0.00	$208.79
	80520-5950-600	Office Supplies	$791.08	$69.24	$0.00	$69.24	$860.32
	80520-5950-900	Office Supplies	$1,207.20	$374.27	$0.00	$374.27	$1,581.47
	80610-5950-220	Range Balls	$1,455.00	$1,060.00	$0.00	$1,060.00	$2,515.00
	80620-5950-220	Range Equipment	$888.64	$260.51	$0.00	$260.51	$1,149.15
	80690-5950-100	Sand/Topdress	$4,205.62	$0.00	$0.00	$0.00	$4,205.62
	80710-5950-100	Seeds/Trees	$4,400.00	$0.00	$0.00	$0.00	$4,400.00
	80730-5950-100	Small Tools	$610.68	$0.00	$0.00	$0.00	$610.68
	80780-5950-600	Supplies	$877.50	$0.00	$0.00	$0.00	$877.50
	80810-5950-600	Tournament Expense	($492.67)	$19.00	$63.76	($44.76)	($537.43)
	81010-5950-900	Alarm System	$2,197.50	$55.00	$0.00	$55.00	$2,252.50
	81090-5950-200	Cart Repairs	$33.11	$0.00	$0.00	$0.00	$33.11
	81130-5950-900	Computer Service	$1,420.34	$151.46	$0.00	$151.46	$1,571.80
	81200-5950-900	Guest Relations	$31.94	$0.00	$0.00	$0.00	$31.94
	81220-5950-600	Handicap Expense	$4,173.50	$0.00	$0.00	$0.00	$4,173.50
	81250-5950-100	Irrigation	$1,655.75	$260.78	$9.95	$250.83	$1,906.58
	81350-5950-100	Repair & Maint - Equipment	$11,257.47	$2,317.64	$86.21	$2,231.43	$13,488.90
	81350-5950-900	Repair & Maint - Equipment	$1,977.94	$0.00	$0.00	$0.00	$1,977.94
	81360-5950-100	Repair & Maint - Building	$10.42	$0.00	$0.00	$0.00	$10.42
	81360-5950-900	Repair & Maint - Building	$2,333.35	$31.63	$0.00	$31.63	$2,364.98
	82000-5950-200	Cart Lease	$32,134.02	$5,355.67	$0.00	$5,355.67	$37,489.69
	82020-5950-100	Equipment Lease	$29,317.50	$4,886.25	$0.00	$4,886.25	$34,203.75
	82060-5950-900	Off-Site Storage	$1,008.00	$168.00	$0.00	$168.00	$1,176.00
	83000-5950-100	Utlities - Electric	$1,294.36	$229.99	$0.00	$229.99	$1,524.35
	83000-5950-200	Utilities - Electric	$5,003.80	$1,041.27	$0.00	$1,041.27	$6,045.07
	83020-5950-100	Utlities - Other	$10,699.52	$3,562.47	$0.00	$3,562.47	$14,261.99
	83020-5950-900	Utilities - Other	$13,990.46	$2,322.05	$0.00	$2,322.05	$16,312.51
	83030-5950-100	Utlities - Telephone/Fax	$599.22	$99.31	$0.00	$99.31	$698.53
	83030-5950-900	Utilities - Telephone/Fax	$944.26	$282.52	$0.00	$282.52	$1,226.78
	83050-5950-100	Utlities - Water	$1,502.01	$314.70	$0.00	$314.70	$1,816.71
	84030-5950-950	Adv/Promo - Local/Regional Print	$700.00	$0.00	$0.00	$0.00	$700.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$7,018.57	$691.51	$0.00	$691.51	$7,710.08
	85020-5950-900	Bank Charges	$3,123.93	$497.45	$0.00	$497.45	$3,621.38
	85050-5950-900	Cash Short/(Over)	($284.18)	$46.53	$326.36	($279.83)	($564.01)
	85060-5950-900	Cell Phone	$1,075.00	$125.00	$0.00	$125.00	$1,200.00
	85070-5950-900	City Surcharge R & R	$22,103.16	$4,123.31	$0.00	$4,123.31	$26,226.47
	85110-5950-900	Copier/Photocopies	$17.72	$0.00	$0.00	$0.00	$17.72
	85120-5950-900	Credit Card Discounts	$14,126.70	$2,595.40	$0.00	$2,595.40	$16,722.10
	85140-5950-900	Donations	($266.95)	$0.00	$0.00	$0.00	($266.95)
	85150-5950-900	Dues & Subscriptions	$220.00	$0.00	$0.00	$0.00	$220.00
	85160-5950-100	Education & Training	$375.00	$0.00	$0.00	$0.00	$375.00
	85160-5950-900	Education & Training	$150.00	$0.00	$0.00	$0.00	$150.00
	85190-5950-900	Employee Relations	$1,370.95	$109.60	$214.60	($105.00)	$1,265.95
	85200-5950-100	Employee Testing	$322.40	$87.00	$0.00	$87.00	$409.40
	85280-5950-900	Insurance Expense	$23,150.34	$3,858.39	$0.00	$3,858.39	$27,008.73

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85320-5950-900	Member Relations	$64.50	$0.00	$0.00	$0.00	$64.50
	85330-5950-900	Messenger Service - Fedex	$167.74	$0.00	$0.00	$0.00	$167.74
	85340-5950-900	Miscellaneous	($35.64)	$0.00	$0.00	$0.00	($35.64)
	85340-5950-950	Miscellaneous	$900.00	$0.00	$0.00	$0.00	$900.00
	85390-5950-900	O/S - Accounting	$12,000.00	$0.00	$0.00	$0.00	$12,000.00
	85430-5950-100	O/S - Other	$0.00	$3,600.00	$0.00	$3,600.00	$3,600.00
	85430-5950-900	O/S - Other	$350.00	$0.00	$0.00	$0.00	$350.00
	85480-5950-900	Payroll Processing Fee	$6,239.29	$792.84	$0.00	$792.84	$7,032.13
	85490-5950-900	Postage/Shipping	$234.43	$161.87	$0.00	$161.87	$396.30
	85610-5950-100	Tax/Licenses/Fees	$300.00	$0.00	$0.00	$0.00	$300.00
	85610-5950-900	Tax/Licenses/Fees	($180.00)	$315.00	$30.00	$285.00	$105.00
	85710-5950-900	Travel - Meals	$1,433.33	$37.10	$0.00	$37.10	$1,470.43
	85720-5950-900	Travel - Other	$5,322.87	$724.58	$0.00	$724.58	$6,047.45
	85720-5950-950	Travel - Other	$112.32	$0.00	$0.00	$0.00	$112.32
	90000-5950-900	Management Fee	$34,277.10	$5,712.85	$0.00	$5,712.85	$39,989.95
	98020-5950-900	Deprec - Mach & Equip	$221.22	$36.87	$0.00	$36.87	$258.09
	98040-5950-900	Deprec - Buildings	$698.44	$116.74	$0.00	$116.74	$815.18
	RCMWD-5950-100	Rounds - Complimentary - Weekday	10,900.00	121.00	0.00	121.00	11,021.00
	REMWD-5950-100	Rounds - Employee - Weekday	17,190.00	125.00	0.00	125.00	17,315.00
	RMBWD-5950-100	Rounds - Member - Weekday	61,410.00	647.00	0.00	647.00	62,057.00
	RPKWD-5950-100	Rounds - Peak - Weekday	322,790.00	4,065.00	0.00	4,065.00	326,855.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**142**	**$0.00**	**$533,040.13**	**$533,040.13**	**$0.00**	**$0.00**

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL VALUATION REPORT
AS OF OCTOBER 1, 2016

CONTRIBUTIONS APPLICABLE TO THE PLAN/
FISCAL YEAR ENDED SEPTEMBER 30, 2018

February 13, 2017

Board of Trustees
City of Port Orange
Fire and Rescue Pension Fund

Re: Fire and Rescue Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the City of Port Orange Fire and Rescue Pension Fund. The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. Please note that this valuation may not be applicable for any other purposes.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Chapters 112 and 175, Florida Statutes, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board of Trustees, financial reports prepared by the custodian bank, and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial

opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.

To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the City of Port Orange, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the City of Port Orange Fire and Rescue Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact me at 239-433-5500.

Respectfully submitted,

Foster & Foster, Inc.



By: _____

Patrick T. Donlan, M.A.A.A., A.S.A.
Enrolled Actuary #14-6595

PTD\tb
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the City of Port Orange Fire and Rescue Pension Fund, performed as of October 1, 2016, has been completed, and the results are presented in this Report. The contribution amounts developed in this valuation are applicable to the plan/fiscal year ended September 30, 2018.

The contribution requirements, compared with those developed in the April 11, 2016 Actuarial Impact Statement, determined as of October 1, 2015, are as follows:

Valuation Date Applicable Plan/Fiscal Year End	10/1/2016 9/30/2018	10/1/2015 9/30/2017
Total Required Contribution % of Total Annual Payroll	109.8%	109.1%
Less Member Contrib's (Estimated) % of Total Annual Payroll	7.7%	7.6%
Equals Required City & State % of Total Annual Payroll	**102.1%**	**101.5%**
Estimated State Contribution[1] % of Total Annual Payroll	367,918 13.2%	367,918 13.2%
Balance from City[2] % of Total Annual Payroll	88.9%	88.3%

[1] Amount shown is actual State contribution received during the calendar year ended December 31, 2016. Please note that the City's ability to utilize these monies to offset their funding requirements is dependent upon the use of the "Naples Interpretation" of Chapter 99-1, Florida Statutes.

[2]As requested by the Division of Retirement, the required contribution from the combination of City and State sources for the year ending September 30, 2018, is 102.1% of the actual non-DROP payroll realized in that year. The City and State requirement for fiscal 2017 is 101.5% of non-DROP payroll. Note, the extra City contributions made during fiscal 2016 were applied to help pay down the Unfunded Actuarial Accrued Liability and are not being carried as a prepaid contribution available as of September 30, 2016.

As can be seen, the Total Required Contribution has increased slightly when expressed as a percentage of Projected Annual Payroll. This increase is attributable to two assumption changes made in conjunction with this report, as described on page 7. During the past year there was net unfavorable actuarial

experience. The principal components of unfavorable experience included average increases in pensionable compensation that exceeded the assumed rate, a 6.74% investment return (Actuarial Asset basis), lower than expected turnover, and the occurrence of a Disability Retirement. These losses were partially offset by the effect of greater than expected retiree mortality. More detail on the sources of gain and loss can be found on page 15. The reason that the costs would have decreased when expressed as a percentage of payroll before the assumption changes, is that there was a 10.7% increase in Total Annual Payroll. This larger payroll makes the fixed plan costs represent a smaller percentage of payroll.

The balance of this Report presents additional details of the actuarial valuation and the general operation of the Fund. The undersigned would be pleased to meet with the Board of Trustees in order to discuss the Report and any pending questions concerning its contents.

Respectfully submitted,

FOSTER & FOSTER, INC.

By: Patrick T Donlan
Patrick T. Donlan, ASA, EA, MAAA

By: Sara Baumer.
Sara Baumer, BS

CHANGES SINCE PRIOR VALUATION

Plan Changes

Ordinance No. 2016-5 was adopted on May 3, 2016 and provided for the following changes:

1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average Final Compensation for anyone who becomes Disabled on or after January 1, 2016.

2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching eligibility for Normal Retirement.

3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.

4. Provide for a Share Plan that is not yet funded.

The impact of these changes on the funding requirements can be seen in our April 11, 2016 Actuarial Impact Statement.

Actuarial Assumption/Method Changes

As a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed from the RP-2000 Combined Healthy Tables to the assumptions used by the Florida Retirement System for special risk employees. This change is described in the Actuarial Assumptions and Methods section of this report and the impact on the funding requirements is disclosed in the Comparative Summary of Principal Valuation Results that follows.

The investment return assumption was decreased from 7.80% to 7.70%, net of investment related expenses. The impact of this change can be seen in the Comparative Summary of Principal Valuation Results that follows.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Assump 10/1/2016	Old Assump 10/1/2016	10/1/2015
A. Participant Data			
Actives	56	56	53
Service Retirees	49	49	46
DROP Retirees	0	0	3
Beneficiaries	3	3	2
Disability Retirees	3	3	2
Terminated Vested	0	0	0
Total	111	111	106
Total Annual Payroll	$2,791,036	$2,791,036	$2,522,043
Payroll Under Assumed Ret. Age	2,791,036	2,791,036	2,522,043
Annual Rate of Payments to:			
Service Retirees	2,307,683	2,307,683	2,138,229
DROP Retirees	0	0	154,062
Beneficiaries	84,936	84,936	36,530
Disability Retirees	55,798	55,798	29,853
Terminated Vested	0	0	0
B. Assets			
Actuarial Value (AVA) [1]	25,473,625	25,473,625	24,231,950
Market Value (MVA) [1]	24,887,832	24,887,832	23,201,184
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	9,548,797	9,205,111	8,348,959
Disability Benefits	366,720	390,272	359,230
Death Benefits	149,849	65,154	63,216
Vested Benefits	790,619	765,071	805,026
Refund of Contributions	131,166	131,218	111,145
Service Retirees	33,439,915	31,452,407	29,426,117
DROP Retirees[1]	0	0	3,138,376
Beneficiaries	1,049,365	942,674	401,522
Disability Retirees	644,192	666,143	329,282
Terminated Vested	0	0	0
Excess State Monies Reserve	0	0	0
Total	46,120,623	43,618,050	42,982,873

C. Liabilities - (Continued)	New Assump 10/1/2016	Old Assump 10/1/2016	10/1/2015
Present Value of Future Salaries	21,245,203	21,330,349	19,301,011
Present Value of Future Member Contributions	1,639,766	1,646,323	1,481,893
Normal Cost (Retirement)	336,784	326,161	307,072
Normal Cost (Disability)	34,413	37,177	34,277
Normal Cost (Death)	8,282	3,513	3,315
Normal Cost (Vesting)	75,406	73,322	67,842
Normal Cost (Refunds)	13,855	13,832	11,710
Total Normal Cost	468,740	454,005	424,216
Present Value of Future Normal Costs	3,139,295	3,044,636	2,950,347
Accrued Liability (Retirement)	7,319,805	7,044,437	6,232,105
Accrued Liability (Disability)	129,758	134,216	121,004
Accrued Liability (Death)	92,681	40,353	39,379
Accrued Liability (Vesting)	305,612	293,184	344,741
Accrued Liability (Refunds)	0	0	0
Accrued Liability (Inactives) [1]	35,133,472	33,061,224	33,295,297
Total Actuarial Accrued Liability (AL)	42,981,328	40,573,414	40,032,526
Unfunded Actuarial Accrued Liability (UAAL)	17,507,703	15,099,789	15,800,576
Funded Ratio (AVA / AL)	59.3%	62.8%	60.5%

D. Actuarial Present Value of Accrued Benefits	New Assump 10/1/2016	Old Assump 10/1/2016	10/1/2015
Vested Accrued Benefits			
Inactives [1]	35,133,472	33,061,224	33,295,297
Actives	5,123,438	4,905,515	4,551,429
Member Contributions	921,861	921,861	765,824
Total	41,178,771	38,888,600	38,612,550
Non-vested Accrued Benefits	908,093	868,879	932,732
Total Present Value Accrued Benefits (PVAB)	42,086,864	39,757,479	39,545,282
Funded Ratio (MVA / PVAB)	59.1%	62.6%	58.7%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	2,329,385	0	
New Accrued Benefits	0	461,246	
Benefits Paid	0	(3,208,451)	
Interest	0	2,959,402	
Other	0	0	
Total	2,329,385	212,197	

	New Assump	Old Assump	
Valuation Date	10/1/2016	10/1/2016	10/1/2015
Applicable to Fiscal Year Ending	9/30/2018	9/30/2018	9/30/2017
E. Pension Cost			
Normal Cost (with interest)			
% of Total Annual Payroll [2]	17.4	16.9	17.5
Administrative Expenses (with interest)			
% of Total Annual Payroll [2]	2.7	2.7	3.2
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 29 years (as of 10/1/2016, with interest)			
% of Total Annual Payroll [2]	89.7	81.8	88.4
Total Required Contribution			
% of Total Annual Payroll [2]	109.8	101.4	109.1
Expected Member Contributions			
% of Total Annual Payroll [2]	7.7	7.7	7.6
Expected City and State Contribution			
% of Total Annual Payroll [2]	102.1	93.7	101.5

F. Past Contributions	
Plan Years Ending:	9/30/2016
Total Required Contribution	2,889,297
City and State Requirement	2,689,491
Actual Contributions Made:	
Members (excluding buyback)	200,773
City	2,334,622
State	367,918
Total	2,903,313
G. Net Actuarial (Gain)/Loss	532,510

[1] The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2016 and 9/30/2015.

[2] Contributions developed as of 10/1/2016 are expressed as a percentage of total annual payroll at 10/1/2016 of $2,791,036.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

Year	Projected Unfunded Actuarial Accrued Liability
2016	17,507,703
2017	16,259,040
2018	15,165,433
2025	8,426,360
2032	975,276
2045	0

I. (i) 3 Year Comparison of Actual and Assumed Salary Increases

		Actual	Assumed [1]
Year Ended	9/30/2016	9.32%	5.45%
Year Ended	9/30/2015	0.38%	5.63%
Year Ended	9/30/2014	1.86%	5.70%

(ii) 3 Year Comparison of Investment Return on Actuarial Value

		Actual	Assumed
Year Ended	9/30/2016	6.74%	7.80%
Year Ended	9/30/2015	8.59%	7.90%
Year Ended	9/30/2014	8.00%	8.00%

(iii) Average Annual Payroll Growth

(a) Payroll as of:	10/1/2016	$2,791,036 [2]
	10/1/2006	3,336,121 [23]
(b) Total Increase		-16.34%
(c) Number of Years		10.00
(d) Average Annual Rate		-1.77%

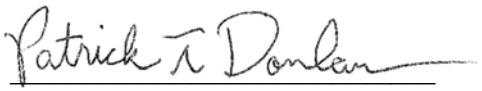
[1] Weighted average shown. Actual assumed increases are graded based upon length of service. For details see page 17.

[2] Includes payroll for DROP Participants.

[3] Because Ordinance 2012-19 changed the definition of pensionable compensation, the payroll from 10 years ago was adjusted appropriately for comparison.

STATEMENT BY ENROLLED ACTUARY

This actuarial valuation was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.



Patrick T. Donlan, EA, ASA, MAAA
Enrolled Actuary #14-6595

Please let us know when the report is approved by the Board and unless otherwise directed we will provide copies of the report to the following offices to comply with Chapter 112, Florida Statutes:

Mr. Keith Brinkman
Bureau of Local
Retirement Systems
Post Office Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

RECONCILIATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITIES

(1)	Unfunded Actuarial Accrued Liability as of October 1, 2015	$15,800,576
(2)	Sponsor Normal Cost developed as of October 1, 2015	231,790
(3)	Expected administrative expenses for the year ended September 30, 2016	77,530
(4)	Expected interest on (1), (2) and (3)	1,253,548
(5)	Sponsor contributions to the System during the year ended September 30, 2016	2,702,541
(6)	Expected interest on (5)	93,624
(7)	Expected Unfunded Actuarial Accrued Liability as of September 30, 2016 (1)+(2)+(3)+(4)-(5)-(6)	14,567,279
(8)	Change to UAAL due to Assumption Change	2,407,914
(9)	Change to UAAL due to Actuarial (Gain)/Loss	532,510
(10)	Unfunded Actuarial Accrued Liability as of October 1, 2016	17,507,703

Type of Base	Date Established	Years Remaining	10/1/2016 Amount	Amortization Amount
Method	10/1/2001	15	$2,363,407	$251,698
Loss	10/1/2001	12	2,189,503	265,586
Loss	10/1/2002	1	233,243	233,243
Loss	10/1/2003	2	30,214	15,667
Benefit	10/1/2003	17	4,495,669	448,504
Loss	10/1/2004	12	2,158,481	261,823
Loss	10/1/2005	12	505,233	61,285
Loss	10/1/2006	12	401,550	48,708
Benefit	10/1/2006	20	122,901	11,365
Gain	10/1/2007	12	(793,539)	(96,256)
Loss	10/1/2008	2	404,519	209,758
Method	10/1/2008	12	(90,647)	(10,995)
Benefit	10/1/2008	22	492,632	43,782
Loss	10/1/2009	3	467,606	167,563
Loss	10/1/2010	4	107,390	29,904
Assum	10/1/2010	14	2,240,975	248,009
Loss	10/1/2011	5	100,510	23,189
Benefit	10/1/2011	25	(1,062,894)	(90,094)
Gain	10/1/2012	6	(86,527)	(17,221)
Benefit	10/1/2012	26	(157,675)	(13,190)
Gain	10/1/2013	7	(6,786)	(1,198)
Assum	10/1/2014	18	379,023	36,773
Gain	10/1/2014	8	(135,043)	(21,572)
Assum	10/1/2015	19	405,179	38,332
Actuarial Gain	10/1/2015	9	(196,099)	(28,785)
Benefit	10/1/2015	29	(1,546)	(125)
Assum	10/1/2016	20	2,407,914	222,657
Actuarial Loss	10/1/2016	10	532,510	72,692
			17,507,703	2,411,102

DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1)	Unfunded Actuarial Accrued Liability (UAAL) as of October 1, 2015	$15,800,576
(2)	Expected UAAL as of October 1, 2016	14,567,279
(3)	Summary of Actuarial (Gain)/Loss, by component:	
	Investment Return (Actuarial Asset Basis)	254,689
	Salary Increases	161,927
	Active Decrements	367,546
	Inactive Mortality	(184,070)
	Other	(67,582)
	Increase in UAAL due to (Gain)/Loss	532,510
	Assumption Changes	2,407,914
(4)	Actual UAAL as of October 1, 2016	$17,507,703

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB
Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale
Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2015 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Previously, the RP 2000 Combined Healthy – Sex Distinct with disabled lives set forward 5 years was utilized.

Termination Rate

See Tables below (1304A). Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Disability Rate

See Tables below (1207). It is assumed that 75% of disablements are service related. Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Retirement Rates

"Frozen Benefit"

Old Normal Retirement Date	30%
Old Normal Retirement Date + 1	15%
Old Normal Retirement Date + 2	15%
Old Normal Retirement Date + 3	15%
Old Normal Retirement Date + 4	15%
Old Normal Retirement Date + 5	100%

Benefits accrued after 9/25/2012

New Normal Retirement Date	100%

Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Interest Rate	7.70% (in 2015 valuation, 7.80%) per year compounded annually, net of investment related expenses.
Salary Increases	Years of Service / Rate Under 5 — 7.00% 5 to 9 — 6.00% 10 to 14 — 5.00% 15 or more — 4.00% Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.
Payroll Growth	None.
Cost-of-Living Increase	
"Frozen Benefit"	At least 20 years at retirement: 3.00% per year beginning 5 years after retirement. Otherwise, 1.00% per year beginning 1 year after retirement.
"Future Service Piece"	At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.50% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.
Hired after 12/4/2012	No cost-of-living adjustment.
Administrative Expenses	Prior year actual expenses ($72,625 for 2016).
Actuarial Cost Method	Entry Age Normal.
Asset Valuation Method	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Age	% Becoming Disabled During the Year	% Terminating During the Year	Current Salary as a % of Salary at Age 50
20	0.07%	9.30%	25.9%
30	0.11%	7.88%	40.7%
40	0.19%	4.28%	63.8%
50	0.51%	1.13%	100.0%

VALUATION NOTES

Total Annual Payroll is the annual rate of pay for the fiscal year following the valuation date of all covered Members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Total Required Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over no more than 30 years. The required amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

(a) The normal cost accrual rate equals

(i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by

(ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.

(b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.

(c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.

(d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

PARTIAL HISTORY OF PREMIUM TAX REFUNDS

Received During Fiscal Year	Amount	Increase from Previous Year
1998	97,374.33	_____%
1999	104,739.59	7.6%
2000	109,913.52	4.9%
2001	108,754.92	-1.1%
2002	136,209.21	25.2%
2003	152,744.75	12.1%
2004	171,721.39	12.4%
2005	196,706.89	14.6%
2006	229,953.17	16.9%
2007	238,954.78	3.9%
2008	319,511.54	33.7%
2009	385,770.84	20.7%
2010	360,581.06	-6.5%
2011	290,460.26	-19.4%
2012	299,411.50	3.1%
2013	362,213.01	21.0%
2014	386,195.01	6.6%
2015	391,117.16	1.3%
2016	367,918.24	-5.9%

STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2016

ASSETS	COST VALUE	MARKET VALUE
Cash and Cash Equivalents:		
Money Market	1,109,347.90	1,109,347.90
Total Cash and Equivalents	1,109,347.90	1,109,347.90
Receivables:		
Investment Income	60,190.18	60,190.18
Total Receivable	60,190.18	60,190.18
Investments:		
U. S. Bonds and Bills	2,500,626.07	2,529,973.05
Federal Agency Guaranteed Securities	1,602,454.78	1,644,910.14
Corporate Bonds	4,460,808.60	4,767,490.59
Stocks	5,743,918.06	6,474,784.69
Mutual Funds:		
Equity	5,453,864.78	7,104,263.51
Pooled/Common/Commingled Funds:		
Real Estate	1,103,015.42	1,212,261.20
Total Investments	20,864,687.71	23,733,683.18
Total Assets	22,034,225.79	24,903,221.26
LIABILITIES		
Payables:		
To Broker for Investments Purchased	15,382.29	15,382.29
Prepaid Member Contribution	6.67	6.67
Total Liabilities	15,388.96	15,388.96
NET POSITION RESTRICTED FOR PENSIONS	22,018,836.83	24,887,832.30

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016
Market Value Basis

ADDITIONS			
Contributions:			
Member		200,773.05	
City		2,334,622.28	
State		367,918.24	
Total Contributions			2,903,313.57
Investment Income:			
Net Realized Gain (Loss)	387,537.97		
Unrealized Gain (Loss)	1,184,534.42		
Net Increase in Fair Value of Investments		1,572,072.39	
Interest & Dividends		627,918.28	
Less Investment Expense[1]		(135,580.51)	
Net Investment Income			2,064,410.16
Total Additions			4,967,723.73
DEDUCTIONS			
Distributions to Members:			
Benefit Payments		2,308,214.24	
Lump Sum DROP Distributions		892,769.52	
Refunds of Member Contributions		7,466.84	
Total Distributions			3,208,450.60
Administrative Expense			72,624.81
Total Deductions			3,281,075.41
Net Increase in Net Position			1,686,648.32
NET POSITION RESTRICTED FOR PENSIONS			
Beginning of the Year			23,201,183.98
End of the Year			24,887,832.30

[1]Investment related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION
SEPTEMBER 30, 2016

Actuarial Assets for funding purposes are developed by increasing the Actuarial Assets used in the most recent actuarial valuation of the Fund by the average annual market value rate of return (net of investment related expenses) for the past four years. Actuarial Assets shall not be less than 80% nor greater than 120% of Market Value of Assets.

Details of the derivation are set forth as follows:

Plan Year End	Rate of Return[1]
09/30/2013	8.63%
09/30/2014	8.54%
09/30/2015	0.98%
09/30/2016	9.01%

Annualized Rate of Return for prior four (4) years:	6.74%	
(A) 10/01/2015 Actuarial Assets:		$24,231,950.12
(I) Net Investment Income:		
1. Interest and Dividends	627,918.28	
2. Realized Gains (Losses)	387,537.97	
3. Change in Actuarial Value	739,560.97	
4. Investment Related Expenses	(135,580.51)	
Total		1,619,436.71
(B) 10/01/2016 Actuarial Assets:		$25,473,624.99
Actuarial Asset Rate of Return = 2I/(A+B-I):		6.74%
10/01/2016 Limited Actuarial Assets:		$25,473,624.99
10/01/2016 Market Value of Assets:		$24,887,832.30
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)		($254,688.86)

[1]Market Value Basis, net of investment related expenses.

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
SEPTEMBER 30, 2016
Actuarial Asset Basis

REVENUES		
Contributions:		
Member	200,773.05	
City	2,334,622.28	
State	367,918.24	
Total Contributions		2,903,313.57
Earnings from Investments:		
Interest & Dividends	627,918.28	
Net Realized Gain (Loss)	387,537.97	
Change in Actuarial Value	739,560.97	
Total Earnings and Investment Gains		1,755,017.22
EXPENDITURES		
Distributions to Members:		
Benefit Payments	2,308,214.24	
Lump Sum DROP Distributions	892,769.52	
Refunds of Member Contributions	7,466.84	
Total Distributions		3,208,450.60
Expenses:		
Investment related[1]	135,580.51	
Administrative	72,624.81	
Total Expenses		208,205.32
Change in Net Assets for the Year		1,241,674.87
Net Assets Beginning of the Year		24,231,950.12
Net Assets End of the Year[2]		25,473,624.99

[1]Investment related expenses include investment advisory, custodial and performance monitoring fees.
[2]Net Assets may be limited for actuarial consideration.

DEFERRED RETIREMENT OPTION PLAN ACTIVITY
October 1, 2015 to September 30, 2016

Beginning of the Year Balance	810,871.09
Plus Additions	65,092.56
Investment Return Earned	16,805.87
Less Distributions	(892,769.52)
End of the Year Balance	(0.00)

STATISTICAL DATA [1]

	10/1/2013	10/1/2014	10/1/2015	10/1/2016
Actives				
Number	49	53	53	56
Average Current Age	37.8	37.1	38.1	38.0
Average Age at Employment	28.8	29.1	29.1	29.0
Average Past Service	9.0	8.0	9.0	9.0
Average Annual Salary	$47,599	$47,273	$47,586	$49,840
Service Retirees				
Number			46	49
Average Current Age			58.2	58.7
Average Annual Benefit			$46,483	$47,096
DROP Retirees				
Number			3	0
Average Current Age			53.0	N/A
Average Annual Benefit			$51,354	N/A
Beneficiaries				
Number			2	3
Average Current Age			75.7	73.5
Average Annual Benefit			$18,265	$28,312
Disability Retirees				
Number			2	3
Average Current Age			57.5	52.5
Average Annual Benefit			$14,927	$18,599
Terminated Vested				
Number			0	0
Average Current Age			N/A	N/A
Average Annual Benefit			N/A	N/A

[1] Prior to 10/1/2014, averages were salary weighted.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	2	0	1	2	0	0	0	0	0	0	0	5
25 - 29	1	0	2	5	0	2	0	0	0	0	0	10
30 - 34	1	0	1	2	0	1	1	0	0	0	0	6
35 - 39	0	0	1	1	0	3	3	1	0	0	0	9
40 - 44	0	0	0	1	0	1	3	5	0	0	0	10
45 - 49	0	0	0	1	0	0	2	4	3	0	0	10
50 - 54	2	0	0	0	0	2	0	2	0	0	0	6
55 - 59	0	0	0	0	0	0	0	0	0	0	0	0
60 - 64	0	0	0	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	6	0	5	12	0	9	9	12	3	0	0	56

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 10/1/2015	53
b. Terminations	
i. Vested (partial or full) with deferred benefits	0
ii. Non-vested or full lump sum distribution received	(1)
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	(1)
e. Retired	(1)
f. DROP	0
g. Continuing participants	50
h. New entrants	6
i. Total active life participants in valuation	56

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving Benefits	DROP Benefits	Receiving Death Benefits	Receiving Disability Benefits	Vested Deferred	Total
a. Number prior valuation	46	3	2	2	0	53
Retired	1	0	0	0	0	1
DROP	3	(3)	0	0	0	0
Vested Deferred	0	0	0	0	0	0
Death, With Survivor	(1)	0	1	0	0	0
Death, No Survivor	0	0	0	0	0	0
Disabled	0	0	0	1	0	1
Refund of Contributions	0	0	0	0	0	0
Rehires	0	0	0	0	0	0
Expired Annuities	0	0	0	0	0	0
Data Corrections	0	0	0	0	0	0
b. Number current valuation	49	0	3	3	0	55

CREDITED SERVICE	Years and fractional parts of years of service with the City as a Firefighter. Service as a volunteer firefighter shall be credited at one month of credited service for each complete year of volunteer service.
SALARY	
Prior to 9/25/2012	Fixed monthly compensation (base pay) for services rendered to the City as a Firefighter, plus overtime and all tax-deferred, tax sheltered and tax-exempt items of income. Base pay includes education pay and specialty pay, but excludes lump sum payments of annual leave, sick leave, and compensation leave and other non-regular compensation.
On and After 9/25/2012	The same as above except excluding overtime and incentive pay.
AVERAGE FINAL COMPENSATION	
Prior to 9/25/2012	Average Salary paid during the three (3) best years of the last ten (10).
On and After 9/25/2012	Average Salary paid during the five (5) best years of the last (10), provided in no event shall this be less than the average final compensation through 9/25/2012.
NORMAL RETIREMENT	
Eligibility	
Prior to 9/25/2012	Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.
On and After 9/25/2012	Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.
Hired after 12/4/2012	Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount	
Hired before 12/4/2012	3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and $95,000.
Hired after 12/4/2012	2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and $95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credited Service.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
EARLY RETIREMENT	
Eligibility	Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.
Benefit Amount	Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.
Form of Benefit	Ten Year Certain and Life Annuity (options available).
SUPPLEMENTAL BENEFIT	Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional $20 monthly benefit for each year of service, to a maximum of $500.
COST-OF-LIVING ADJUSTMENT	Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:
Benefits accrued prior to 1/1/2013:	a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement. b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement. c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:	For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.
Members hired after 12/4/2012	None.
DISABILITY	
Eligibility	a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred. b) Total and permanent disability as determined by the Board.
Benefit Amount	
Non-Service Connected	Benefit computed as for Normal Retirement.
Service Connected	Benefit computed as for Normal Retirement, but not less than 51% of Average Final Compensation.
VESTING (TERMINATION)	Less than 10 years - Refund of Accumulated Member Contributions. 10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.
DEATH	
Pre-Retirement	Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary). Non-vested: Refund of Accumulated Member Contributions.
Post-Retirement	According to optional form of payment selected at retirement.

CONTRIBUTIONS

Employee	7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.
Premium Tax	1.85% tax on applicable insurance policies.
City	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

BOARD OF TRUSTEES	a) Two City Council appointees, b) Two Members of the Plan elected by a majority of the other covered Firefighters, and c) A fifth Member elected by the other 4 and appointed by the City Council.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return.
Form of Distribution	Cash lump sum (options available).

STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2016

ASSETS	MARKET VALUE
Cash and Cash Equivalents:	
Money Market	1,109,348
Total Cash and Equivalents	1,109,348
Receivables:	
Investment Income	60,190
Total Receivable	60,190
Investments:	
U. S. Bonds and Bills	2,529,973
Federal Agency Guaranteed Securities	1,644,910
Corporate Bonds	4,767,491
Stocks	6,474,785
Mutual Funds:	
Equity	7,104,263
Pooled/Common/Commingled Funds:	
Real Estate	1,212,261
Total Investments	23,733,683
Total Assets	24,903,221
LIABILITIES	
Payables:	
To Broker for Investments Purchased	15,382
Total Liabilities	15,382
NET POSITION RESTRICTED FOR PENSIONS	24,887,839

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016
Market Value Basis

ADDITIONS		
Contributions:		
Member	200,780	
City	2,459,983	
State	367,918	
Total Contributions		3,028,681
Investment Income:		
Net Increase in Fair Value of Investments	1,572,072	
Interest & Dividends	627,918	
Less Investment Expense[1]	(135,580)	
Net Investment Income		2,064,410
Total Additions		5,093,091
DEDUCTIONS		
Distributions to Members:		
Benefit Payments	2,308,214	
Lump Sum DROP Distributions	892,769	
Refunds of Member Contributions	7,467	
Total Distributions		3,208,450
Administrative Expense		72,625
Total Deductions		3,281,075
Net Increase in Net Position		1,812,016
NET POSITION RESTRICTED FOR PENSIONS		
Beginning of the Year		23,075,823
End of the Year		24,887,839

[1]Investment related expenses include investment advisory, custodial and performance monitoring fees.

NOTES TO THE FINANCIAL STATEMENTS
(For the Year Ended September 30, 2016)

Plan Description

Plan Administration
The Plan is a single-employer defined benefit pension plan administered by the Plan's Board of Trustees comprised of:
a) Two City Council appointees,
b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
c) A fifth Member elected by the other 4 and appointed by the City Council.

Plan Membership as of October 1, 2015:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	53
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	-
Active Plan Members	53
	106

Benefits Provided
The Plan provides retirement, termination, disability and death benefits.
Normal Retirement:
Eligibility: Prior to 9/25/2012: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.
Eligibility: On and After 9/25/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.
Eligibility: Hired after 12/4/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.
Benefit Amount: Hired before 12/4/2012: 3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and $95,000.
Benefit: Hired after 12/4/2012: 2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and $95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credit Service.
Early Retirement:
Eligibility: Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.
Benefit Amount: Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.
Supplemental Benefit:
Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional $20 monthly benefit for each year of service, to a maximum of $500.
Cost of Living Adjustment:
Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:
Benefits accrued prior to 1/1/2013:
a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:
For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.
Members hired after 12/4/12: None.
Disability:
Eligibility:
a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.
b) Total and permanent disability as determined by the Board.
Benefit Amount Non-Service connected: Benefit computed as for Normal Retirement.
Benefit Amount Service Connected: Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.
Vesting (Termination):
Less than 10 years - Refund of Accumulated Member Contributions.
10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.
Pre-Retirement Death Benefits:
Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).
Non-vested: Refund of Accumulated Member Contributions.

Contributions
Employee: 7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.
Premium Tax: 1.85% tax on applicable insurance policies.
City: Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

Investments

Investment Policy:
The following was the Board's adopted asset allocation policy as of September 30, 2016:

Asset Class	Target Allocation
Domestic Equity	35%
International Equity	15%
Bonds	30%
Convertibles	10%
Private Real Estate	5%
REITS	5%
Total	100%

Concentrations:
The Plan did not hold investments in any one organization that represent 5 percent or more of the Pension Plan's Fiduciary Net Position.

Rate of Return:
For the year ended September 30, 2016, the annual money-weighted rate of return on Pension Plan investments, net of Pension Plan investment expense, was 9.01 percent.
The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Deferred Retirement Option Program
Eligibility: Satisfaction of Normal Retirement requirements.
Participation: Not more than 60 months.
Rate of Return: Actual net rate of investment return.
The DROP balance as September 30, 2016 is $0.

NET PENSION LIABILITY OF THE SPONSOR

The components of the Net Pension Liability of the Sponsor on September 30, 2016 were as follows:

Total Pension Liability	$ 42,640,372
Plan Fiduciary Net Position	$ (24,887,839)
Sponsor's Net Pension Liability	$ 17,752,533
Plan Fiduciary Net Position as a percentage of Total Pension Liability	58.37%

Actuarial Assumptions:
The Total Pension Liability was determined by an actuarial valuation as of October 1, 2015 updated to September 30, 2016 using the following actuarial assumptions:

Inflation	2.70%
Salary Increases	4.00% - 7.00%
Discount Rate	7.70%
Investment Rate of Return	7.70%

Mortality Rate Healthy Lives:
Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.
Male: RP2000 Generational, 10% Annuitant White Collar /90% Annuitant Blue Collar, Scale BB.
Mortality Rate Disabled Lives:
Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.
Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

The date of the most recent experience study for which significant assumptions are based upon is not available.

The Long-Term Expected Rate of Return on Pension Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of Pension Plan investment expenses and inflation) are developed for each major asset class.
For 2016 the inflation rate assumption of the investment advisor was 2.70%.
These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2016 are summarized in the following table:

Asset Class	Long Term Expected Real Rate of Return
Domestic Equity	8.0%
International Equity	3.0%
Bonds	4.4%
Convertibles	6.4%
Private Real Estate	4.6%
REITS	7.0%

Discount Rate:
The Discount Rate used to measure the Total Pension Liability was 7.70 percent.
The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	1% Decrease 6.70%	Current Discount Rate 7.70%	1% Increase 8.70%
Sponsor's Net Pension Liability	$ 23,183,712	$ 17,752,533	$ 13,288,621

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2016	09/30/2015
Total Pension Liability		
Service Cost	424,216	411,997
Interest	3,037,757	2,987,593
Changes of benefit terms	(1,577)	-
Differences between Expected and Actual Experience	(100,351)	(20,660)
Changes of assumptions	2,361,584	420,007
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(2,154,771)
Net Change in Total Pension Liability	2,513,179	1,644,166
Total Pension Liability - Beginning	40,127,193	38,483,027
Total Pension Liability - Ending (a)	$ 42,640,372	$ 40,127,193
Plan Fiduciary Net Position		
Contributions - Employer	2,459,983	2,321,223
Contributions - State	367,918	391,117
Contributions - Employee	200,780	182,394
Net Investment Income	2,064,410	218,115
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(2,154,771)
Administrative Expense	(72,625)	(77,530)
Net Change in Plan Fiduciary Net Position	1,812,016	880,548
Plan Fiduciary Net Position - Beginning	23,075,823	22,195,275
Plan Fiduciary Net Position - Ending (b)	$ 24,887,839	$ 23,075,823
Net Pension Liability - Ending (a) - (b)	$ 17,752,533	$ 17,051,370
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	58.37%	57.51%
Covered Employee Payroll[1]	$ 2,629,023	$ 2,571,913
Net Pension Liability as a percentage of Covered Employee Payroll	675.25%	662.98%

Notes to Schedule:

[1] The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Changes of benefit terms:
For measurement date 09/30/2016, amounts reported as changes of benefit terms resulted from Ordinance No.2016-5, adopted on May 3, 2016 and provided for the following changes:
1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average FinalCompensation for anyone who becomes Disabled on or after January 1, 2016.
2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching eligibility for Normal Retirement.
3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.
4. Provide for a Share Plan that is not yet funded.

Changes of assumptions:
For measurement date 09/30/2016, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.
The inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.
The investment return assumption was decreased from 7.80% to 7.70%, net of investment related expenses.
For measurement date 09/30/2015, amounts reported as changes of assumptions were resulted from lowering the investment rate of return from 7.9% to 7.8%.

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2014	09/30/2013
Total Pension Liability		
Service Cost	379,866	352,054
Interest	2,934,569	2,906,978
Changes of benefit terms	-	-
Differences between Expected and Actual Experience	-	-
Changes of assumptions	-	-
Benefit Payments, including Refunds of Employee Contributions	(3,195,972)	(2,679,197)
Net Change in Total Pension Liability	118,463	579,834
Total Pension Liability - Beginning	38,364,564	37,784,730
Total Pension Liability - Ending (a)	$ 38,483,027	$ 38,364,564
Plan Fiduciary Net Position		
Contributions - Employer	2,911,058	2,147,607
Contributions - State	386,195	362,213
Contributions - Employee	176,907	126,353
Net Investment Income	1,715,914	1,612,796
Benefit Payments, including Refunds of Employee Contributions	(3,195,972)	(2,679,197)
Administrative Expense	(53,503)	(54,796)
Net Change in Plan Fiduciary Net Position	1,940,599	1,514,976
Plan Fiduciary Net Position - Beginning	20,254,676	18,739,700
Plan Fiduciary Net Position - Ending (b)	$ 22,195,275	$ 20,254,676
Net Pension Liability - Ending (a) - (b)	$ 16,287,752	$ 18,109,888
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	57.68%	52.80%
Covered Employee Payroll[1]	$ 2,247,991	$ 2,092,775
Net Pension Liability as a percentage of Covered Employee Payroll	724.55%	865.35%

Notes to Schedule:

[1] The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years

	09/30/2016	09/30/2015	09/30/2014	09/30/2013
Actuarially Determined Contribution	2,689,491	2,691,757	2,888,498	2,303,358
Contributions in relation to the Actuarially Determined Contributions	2,827,901	2,712,340	3,190,654	2,303,358
Contribution Deficiency (Excess)	$ (138,410)	$ (20,583)	$ (302,156)	$ -
Covered Employee Payroll[1]	$ 2,629,023	$ 2,571,913	$ 2,247,991	$ 2,092,775
Contributions as a percentage of Covered Employee Payroll	107.56%	105.46%	141.93%	110.06%

[1] The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: 10/01/2014

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal.
Amortization Method:	Level Percentage of Pay, Closed.
Remaining Amortization Period:	28 Years (as of 10/01/2014).
Mortality:	RP-2000 Table with no projection. Based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. (Disabled lives set forward 5 years).
Termination Rates:	See table on following page (1304A).
Disability Rates:	See table on following page (1207). It is assumed that 75% of disablements are service related.

Retirement Rates "Frozen Benefit":

Old Normal Retirement Date	30%
Old Normal Retirement Date + 1	15%
Old Normal Retirement Date + 2	15%
Old Normal Retirement Date + 3	15%
Old Normal Retirement Date + 4	15%
Old Normal Retirement Date + 5	100%

Retirement Rates Benefits accrued after 09/25/12: New Normal Retirement Date 100%.

Interest Rate: 7.90% per year compounded annually, net of investment related expenses.

Salary Increases:

Years of Service	Rate
Under 5	7.00%
5 to 9	6.00%
10 to 14	5.00%
15 or more	4.00%

Payroll Growth:	5.00% per year. (0% for 10/1/2014).
Cost-of-Living Increase "Frozen Benefit":	At least 20 years at retirement: 3% per year beginning 5 years after retirement. Otherwise, 1% per year beginning 1 year after retirement.
Cost-of-Living Increase "Future Service Piece":	At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.5% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.
Cost-of-Living Increase "Hired after 12/4/12":	No cost-of-living adjustment.

Asset Valuation Method:

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table:

Age	% Becoming Disabled During the Year	% Terminating During the Year
20	0.07%	9.30%
30	0.11%	7.88%
40	0.19%	4.28%
50	0.51%	1.13%

SCHEDULE OF INVESTMENT RETURNS

Last 10 Fiscal Years

	09/30/2016	09/30/2015	09/30/2014	09/30/2013
Annual Money-Weighted Rate of Return Net of Investment Expense	9.01%	0.98%	8.54%	8.63%

NOTES TO THE FINANCIAL STATEMENTS
(For the Year Ended September 30, 2016)

General Information about the Pension Plan

Plan Description
The Plan is a single-employer defined benefit pension plan administered by the Plan's Board of Trustees comprised of:
a) Two City Council appointees,
b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
c) A fifth Member elected by the other 4 and appointed by the City Council.
Each person employed by the City Fire Department as a full-time Firefighter (including volunteer Firefighters) becomes a member of the System as a condition of his employment. All Firefighters are therefore eligible for plan benefits as provided for in the plan document and by applicable law.

Plan Membership as of October 1, 2015:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	53
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	-
Active Plan Members	53
	106

Benefits Provided
The Plan provides retirement, termination, disability and death benefits.
Normal Retirement:
Eligibility: Prior to 9/25/2012: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.
Eligibility: On and After 9/25/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.
Eligibility: Hired after 12/4/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.
Benefit Amount: Hired before 12/4/2012: 3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and $95,000.
Benefit: Hired after 12/4/2012: 2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and $95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credit Service.
Early Retirement:
Eligibility: Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.
Benefit Amount: Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.
Supplemental Benefit:
Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional $20 monthly benefit for each year of service, to a maximum of $500.
Cost of Living Adjustment:
Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:
Benefits accrued prior to 1/1/2013:
a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:
For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.
Members hired after 12/4/12: None.
Disability:
Eligibility:
a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.
b) Total and permanent disability as determined by the Board.
Benefit Amount Non-Service connected: Benefit computed as for Normal Retirement.
Benefit Amount Service Connected: Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.
Vesting (Termination):
Less than 10 years - Refund of Accumulated Member Contributions.
10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.
Pre-Retirement Death Benefits:
Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).
Non-vested: Refund of Accumulated Member Contributions.

Contributions
Employee: 7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.
Premium Tax: 1.85% tax on applicable insurance policies.
City: Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

Net Pension Liability

The measurement date is September 30, 2016.
The measurement period for the pension expense was October 1, 2015 to September 30, 2016.
The reporting period is October 1, 2015 through September 30, 2016.

The Sponsor's Net Pension Liability was measured as of September 30, 2016.
The Total Pension Liability used to calculate the Net Pension Liability was determined as of that date.

Actuarial Assumptions:
The Total Pension Liability was determined by an actuarial valuation as of October 1, 2015 updated to September 30, 2016 using the following actuarial assumptions:

Inflation	2.70%
Salary Increases	4.00% - 7.00%
Discount Rate	7.70%
Investment Rate of Return	7.70%

Mortality Rate Healthy Lives:
Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.
Male: RP2000 Generational, 10% Annuitant White Collar /90% Annuitant Blue Collar, Scale BB.
Mortality Rate Disabled Lives:
Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.
Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

The date of the most recent experience study for which significant assumptions are based upon is not available.

The Long-Term Expected Rate of Return on Pension Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, Net of Pension Plan investment expenses and inflation) are developed for each major asset class.
For 2016 the inflation rate assumption of the investment advisor was 2.70%.
These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2016 are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Domestic Equity	35%	8.0%
International Equity	15%	3.0%
Bonds	30%	4.4%
Convertibles	10%	6.4%
Private Real Estate	5%	4.6%
REITS	5%	7.0%
Total	100%	

Discount Rate:
The Discount Rate used to measure the Total Pension Liability was 7.70 percent.
The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

CHANGES IN NET PENSION LIABILITY

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balances at September 30, 2015	$ 40,127,193	$ 23,075,823	$ 17,051,370
Changes for a Year:			
Service Cost	424,216	-	424,216
Interest	3,037,757	-	3,037,757
Differences between Expected and Actual Experience	(100,351)	-	(100,351)
Changes of assumptions	2,361,584	-	2,361,584
Changes of benefit terms	(1,577)	-	(1,577)
Contributions - Employer	-	2,459,983	(2,459,983)
Contributions - State	-	367,918	(367,918)
Contributions - Employee	-	200,780	(200,780)
Net Investment Income	-	2,064,410	(2,064,410)
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(3,208,450)	-
Administrative Expense	-	(72,625)	72,625
Net Changes	2,513,179	1,812,016	701,163
Balances at September 30, 2016	$ 42,640,372	$ 24,887,839	$ 17,752,533

Sensitivity of the Net Pension Liability to changes in the Discount Rate.

	1% Decrease 6.70%	Current Discount Rate 7.70%	1% Increase 8.70%
Sponsor's Net Pension Liability	$ 23,183,712	$ 17,752,533	$ 13,288,621

Pension Plan Fiduciary Net Position.
Detailed information about the pension Plan's Fiduciary Net Position is available in a separately issued Plan financial report.

PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS

For the year ended September 30, 2016, the Sponsor will recognize a Pension Expense of $2,331,713.
On September 30, 2016, the Sponsor reported Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	-	92,676
Changes of assumptions	2,141,271	-
Net difference between Projected and Actual Earnings on Pension Plan investments	717,416	-
Total	$ 2,858,687	$ 92,676

Amounts reported as Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions will be recognized in Pension Expense as follows:

Year ended September 30:	
2017	$ 789,544
2018	$ 789,544
2019	$ 789,544
2020	$ 397,379
2021	$ 472,317
Thereafter	$ (472,317)

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2016	09/30/2015
Total Pension Liability		
Service Cost	424,216	411,997
Interest	3,037,757	2,987,593
Changes of benefit terms	(1,577)	-
Differences between Expected and Actual Experience	(100,351)	(20,660)
Changes of assumptions	2,361,584	420,007
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(2,154,771)
Net Change in Total Pension Liability	2,513,179	1,644,166
Total Pension Liability - Beginning	40,127,193	38,483,027
Total Pension Liability - Ending (a)	$ 42,640,372	$ 40,127,193
Plan Fiduciary Net Position		
Contributions - Employer	2,459,983	2,321,223
Contributions - State	367,918	391,117
Contributions - Employee	200,780	182,394
Net Investment Income	2,064,410	218,115
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(2,154,771)
Administrative Expense	(72,625)	(77,530)
Net Change in Plan Fiduciary Net Position	1,812,016	880,548
Plan Fiduciary Net Position - Beginning	23,075,823	22,195,275
Plan Fiduciary Net Position - Ending (b)	$ 24,887,839	$ 23,075,823
Net Pension Liability - Ending (a) - (b)	$ 17,752,533	$ 17,051,370
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	58.37%	57.51%
Covered Employee Payroll[1]	$ 2,629,023	$ 2,571,913
Net Pension Liability as a percentage of Covered Employee Payroll	675.25%	662.98%

Notes to Schedule:

[1] The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Changes of benefit terms:
For measurement date 09/30/2016, amounts reported as changes of benefit terms resulted from Ordinance No.2016-5, adopted on May 3, 2016 and provided for the following changes:
1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average FinalCompensation for anyone who becomes Disabled on or after January 1, 2016.
2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching
3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.
4. Provide for a Share Plan that is not yet funded.

Changes of assumptions:
For measurement date 09/30/2016, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.
The inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.
The investment return assumption was decreased from 7.80% to 7.70%, net of investment related expenses.
For measurement date 09/30/2015, amounts reported as changes of assumptions were resulted from lowering the investment rate of return from 7.9% to 7.8%.

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2014	09/30/2013
Total Pension Liability		
Service Cost	379,866	352,054
Interest	2,934,569	2,906,978
Changes of benefit terms	-	-
Differences between Expected and Actual Experience	-	-
Changes of assumptions	-	-
Benefit Payments, including Refunds of Employee Contributions	(3,195,972)	(2,679,197)
Net Change in Total Pension Liability	118,463	579,834
Total Pension Liability - Beginning	38,364,564	37,784,730
Total Pension Liability - Ending (a)	$ 38,483,027	$ 38,364,564
Plan Fiduciary Net Position		
Contributions - Employer	2,911,058	2,147,607
Contributions - State	386,195	362,213
Contributions - Employee	176,907	126,353
Net Investment Income	1,715,914	1,612,796
Benefit Payments, including Refunds of Employee Contributions	(3,195,972)	(2,679,197)
Administrative Expense	(53,503)	(54,796)
Net Change in Plan Fiduciary Net Position	1,940,599	1,514,976
Plan Fiduciary Net Position - Beginning	20,254,676	18,739,700
Plan Fiduciary Net Position - Ending (b)	$ 22,195,275	$ 20,254,676
Net Pension Liability - Ending (a) - (b)	$ 16,287,752	$ 18,109,888
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	57.68%	52.80%
Covered Employee Payroll[1]	$ 2,247,991	$ 2,092,775
Net Pension Liability as a percentage of Covered Employee Payroll	724.55%	865.35%

Notes to Schedule:

[1] The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years

	09/30/2016	09/30/2015	09/30/2014	09/30/2013
Actuarially Determined Contribution	2,689,491	2,691,757	2,888,498	2,303,358
Contributions in relation to the Actuarially Determined Contributions	2,827,901	2,712,340	3,190,654	2,303,358
Contribution Deficiency (Excess)	$ (138,410)	$ (20,583)	$ (302,156)	$ -
Covered Employee Payroll[1]	$ 2,629,023	$ 2,571,913	$ 2,247,991	$ 2,092,775
Contributions as a percentage of Covered Employee Payroll	107.56%	105.46%	141.93%	110.06%

[1] The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: 10/01/2014

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal.
Amortization Method:	Level Percentage of Pay, Closed.
Remaining Amortization Period:	28 Years (as of 10/01/2014).
Mortality:	RP-2000 Table with no projection. Based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. (Disabled lives set forward 5 years).
Termination Rates:	See table on following page (1304A).
Disability Rates:	See table on following page (1207). It is assumed that 75% of disablements are service related.

Retirement Rates "Frozen Benefit":

Old Normal Retirement Date	30%
Old Normal Retirement Date + 1	15%
Old Normal Retirement Date + 2	15%
Old Normal Retirement Date + 3	15%
Old Normal Retirement Date + 4	15%
Old Normal Retirement Date + 5	100%

Retirement Rates Benefits accrued after 09/25/12: New Normal Retirement Date 100%.

Interest Rate: 7.90% per year compounded annually, net of investment related

Salary Increases:

Years of Service	Rate
Under 5	7.00%
5 to 9	6.00%
10 to 14	5.00%
15 or more	4.00%

Payroll Growth: 5.00% per year. (0% for 10/1/2014).

Cost-of-Living Increase "Frozen Benefit":	At least 20 years at retirement: 3% per year beginning 5 years after retirement. Otherwise, 1% per year beginning 1 year after retirement.
Cost-of-Living Increase "Future Service Piece":	At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.5% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.
Cost-of-Living Increase "Hired after 12/4/12":	No cost-of-living adjustment.
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table:

Age	% Becoming Disabled During the Year	% Terminating During the Year
20	0.07%	9.30%
30	0.11%	7.88%
40	0.19%	4.28%
50	0.51%	1.13%

COMPONENTS OF PENSION EXPENSE
FISCAL YEAR SEPTEMBER 30, 2016

	Net Pension Liability	Deferred Inflows	Deferred Outflows	Pension Expense
Beginning balance	$ 17,051,370	$ 16,528	$ 1,585,188	$ -
Total Pension Liability Factors:				
Service Cost	424,216	-	-	424,216
Interest	3,037,757	-	-	3,037,757
Changes in benefit terms	(1,577)	-	-	(1,577)
Differences between Expected and Actual Experience with regard to economic or demographic assumptions	(100,351)	100,351	-	-
Current year amortization of experience difference	-	(24,203)	-	(24,203)
Change in assumptions about future economic or demographic factors or other inputs	2,361,584	-	2,361,584	-
Current year amortization of change in assumptions	-	-	(556,318)	556,318
Benefit Payments	(3,208,450)	-	-	(3,208,450)
Net change	2,513,179	76,148	1,805,266	784,061
Plan Fiduciary Net Position:				
Contributions - Employer	2,459,983	-	-	-
Contributions - State	367,918	-	-	-
Contributions - Employee	200,780	-	-	(200,780)
Net Investment Income	1,790,071	-	-	(1,790,071)
Difference between projected and actual earnings on Pension Plan investments	274,339	274,339	-	-
Current year amortization	-	(54,867)	(312,295)	257,428
Benefit Payments	(3,208,450)	-	-	3,208,450
Administrative Expenses	(72,625)	-	-	72,625
Net change	1,812,016	219,472	(312,295)	1,547,652
Ending Balance	$ 17,752,533	$ 312,148	$ 3,078,159	$ 2,331,713

AMORTIZATION SCHEDULE - INVESTMENTS

Increase (Decrease) in Pension Expense Arising from the Recognition of the of Differences Between Projected and Actual Earnings on Pension Plan Investments

Plan Year Ending	Differences Between Projected and Actual Earnings	Recognition Period (Years)	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
2014	$ -	5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2015	$ 1,561,478	5	$ -	$ 312,295	$ 312,295	$ 312,296	$ 312,296	$ 312,296	$ -	$ -	$ -	$ -	$ -
2016	$ (274,339)	5	$ -	$ -	$ (54,867)	$ (54,868)	$ (54,868)	$ (54,868)	$ (54,868)	$ -	$ -	$ -	$ -
Net Increase (Decrease) in Pension Expense			$ -	$ 312,295	$ 257,428	$ 257,428	$ 257,428	$ 257,428	$ (54,868)	$ -	$ -	$ -	$ -

AMORTIZATION SCHEDULE - CHANGES OF ASSUMPTIONS

Plan Year Ending	Changes of Assumptions	Recognition Period (Years)	Increase (Decrease) in Pension Expense Arising from the Recognition of the Effects of Changes of Assumptions									
			2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
2014	$ -	5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2015	$ 420,007	5	$ -	$ 84,002	$ 84,002	$ 84,001	$ 84,001	$ 84,001	$ -	$ -	$ -	$ -	$ -
2016	$ 2,361,584	5	$ -	$ -	$ 472,316	$ 472,317	$ 472,317	$ 472,317	$ 472,317	$ -	$ -	$ -	$ -
Net Increase (Decrease) in Pension Expense			$ -	$ 84,002	$ 556,318	$ 556,318	$ 556,318	$ 556,318	$ 472,317	$ -	$ -	$ -	$ -

AMORTIZATION SCHEDULE - EXPERIENCE

Plan Year Ending	Differences Between Expected and Actual Experience	Recognition Period (Years)	Increase (Decrease) in Pension Expense Arising from the Recognition of the Effects of Differences between Expected and Actual Experience										
			2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
2014	$ -	5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2015	$ (20,660)	5	$ -	$ (4,132)	$ (4,132)	$ (4,132)	$ (4,132)	$ (4,132)	$ -	$ -	$ -	$ -	$ -
2016	$ (100,351)	5	$ -	$ -	$ (20,071)	$ (20,070)	$ (20,070)	$ (20,070)	$ (20,070)	$ -	$ -	$ -	$ -
Net Increase (Decrease) in Pension Expense			$ -	$ (4,132)	$ (24,203)	$ (24,202)	$ (24,202)	$ (24,202)	$ (20,070)	$ -	$ -	$ -	$ -

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (G28) Appointment - Youth Advisory Board

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to nominate Joseph LeBeau and Ashley Lydecker to the Youth Advisory Board.

SUMMARY: Joshua LeBeau and Ashley Lydecker have submitted applications to the City Clerk to serve on the Youth Advisory Board. Their applications are attached for your consideration.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Joshua LeBeau Application	LeBeau, Joshua.pdf
2.	Ashley Lydecker Application	Lydecker, Ashley.pdf

Robin Fenwick — Created/Initiated - 05/09/2017
Jake Johansson — Final Approval - 05/11/2017

From: donotreply@port-orange.org
To: Fenwick, Robin
Subject: Volunteer Application - Joshua LeBeau
Date: Sunday, May 07, 2017 8:34:11 PM

ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Joshua LeBeau on 05/07/2017

Personal Information

Name:	Joshua LeBeau
Date of Birth:	01/04/2003
Telephone:	(386)314-6775
E-mail:	dedebeau@gmail.com
Business Telephone:	
Address:	6285 S. Williamson Blvd Port Orange, FL. 32128
Are you a registered voter in Port Orange?	No
City Council District:	...
How long have you been a resident of Port Orange?	12 years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Rick Williams (386)290-5017
Reference 2:	Chris Skomars (413) 847-0499
Reference 3:	Jessica D'Amours (413) 221-7110

Education

High School:	

Date Graduated High School:	//

College:

Date Graduated College:	//

Degree:

Work Experience

Interests / Activities

Baseball, this coming school year I will be part of the JROTC at Atlantic high

Community Involvement

Port Orange Family Days, Children's Miracle Network (through Walmart), I also volunteer with Special Olympics when I can

Why do you desire to serve on these boards?

I would like to be more involved in the city I live in. I look forward to working with a group my age to do more in our community. I am looking towards a career in the Air Force and believe with that goes giving back and doing what I can for others.

Resume / Additional Information

Selected Boards / Commissions

Youth Advisory Board

Order of Preference

Signature: Joshua D. LeBeau

Date: 05/07/2017

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

___ Environmental Advisory Board
___ Construction Regulation Board*
___ Code Enforcement Board*
___ Charter Review Board
___ Civil Service Board
___ Districting Commission
___ Library Advisory Board
___ Parks and Recreation Board
___ Planning Commission*
___ City Manager Selection Committee
___ Audit & Budget Advisory Board
✓ Youth Advisory Board

CRA Boards

____ Eastport Community Redevelopment Agency*
____ Town Center Community Redevelopment Agency*

Pension Boards

___ General Employees*
___ Police*
___ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. **PERSONAL**

Name Ashley Lydecker Date of Birth 06-19-02

Address 1152 Southwinds Dr Port Orange FL 32129

Home Telephone 352-602-9633

E-Mail Address ashley.lydecker12@gmail.com

Business Telephone 352-602-9633

Are you a registered voter in Port Orange? ____ Yes ✓ No

City Council District 2

How long have you been a resident of Port Orange? 3 years

Are you currently serving on a City Board? No

Have you ever served on a City Board? No

If yes, when and which Board? _____

2. **REFERENCES** – Please list three references (business and/or personal)

Devon Morris 5358 coquina shores Lane, Port Orange, 32128
Name, address, and telephone number (386) 675-2458

Christina Cromer (239) 872-9255 954 Greenmont Ct PO 32127
Name, address, and telephone number

Margo Rivera (386) 405-6685
Name, address, and telephone number 566 Mount Olympus Blvd New Smyrna beach Fl 32168

3. **EDUCATION**

High School Atlantic High School Date Graduated Still enrolled

College n/a Date Graduated n/a Degree n/a

4. **WORK EXPERIENCE** I have experience in babysitting but no others because of age.

5. **INTERESTS/ACTIVITIES** I enjoy running and organization and planning specifically events.

6. **COMMUNITY INVOLVEMENT** I have tutored kids in math and I volunteered at the Epiphany Catholic Church.

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

I feel like this could be a good learning experience as it would allow me to be more active in the community.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Ashley Lyndecker 05-12-17
Signature **Date**

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: **Robin Fenwick, CMC, City Clerk,**
1000 City Center Circle
Port Orange, Florida 32129

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (G29) Appointment - Volusia Growth Management Commission Member

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to nominate Debbie Connors to serve on the Volusia Growth Management Commission.

SUMMARY: Debbie Connors currently represents the City on the Volusia Growth Management Commission (VGMC). Ms. Connors' term is scheduled to expire effective June 30, 2017. Ms. Connors has expressed an interest to continue serving the City in this capacity.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 05/09/2017
Jake Johansson	Final Approval - 05/11/2017

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (G30) Appointment - Environmental Advisory Board

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Motion to nominate one new member to the Environmental Advisory Board.

SUMMARY: There is one (1) vacancy on the Environmental Advisory Board and the City Clerk has received two (2) applications. John Macaluso and Nancy Vaughn have expressed an interest in serving in this capacity. Both applications are attached for your consideration.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	John Macaluso Application	Macaluso, John.pdf
2.	Nancy Vaughn Application	Vaughn, Nancy.pdf

Robin Fenwick — Created/Initiated - 05/09/2017
Jake Johansson — Final Approval - 05/11/2017

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

2	Environmental Advisory Board	___	Library Advisory Board
___	Construction Regulation Board*	1	Parks and Recreation Board
___	Code Enforcement Board*	3	Planning Commission*
___	Charter Review Board	5	City Manager Selection Committee
___	Civil Service Board	___	Audit & Budget Advisory Board
___	Districting Commission	4	Youth Advisory Board

CRA Boards

___	Eastport Community Redevelopment Agency*
___	Town Center Community Redevelopment Agency*

Pension Boards

___	General Employees*
___	Police*
___	Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. **PERSONAL**

Name JOHN MACALUSO Date of Birth 3/29/53

Address 5487 CRANE FEATHER DR.

Home Telephone 386-761-9295

E-Mail Address jmacaluso329@yahoo.com

Business Telephone 386-334-4863

Are you a registered voter in Port Orange? X Yes ___ No

City Council District 2

How long have you been a resident of Port Orange? 16 YEARS

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If yes, when and which Board? —

2. **REFERENCES** – Please list three references (business and/or personal)

SEE ATTACHED

Name, address, and telephone number

Name, address, and telephone number

Name, address, and telephone number

3. **EDUCATION**

High School SEE RESUME Date Graduated _____

College _____ Date Graduated _____ Degree _____

4. **WORK EXPERIENCE**

SEE RESUME

5. **INTERESTS/ACTIVITIES**

SEE RESUME

6. **COMMUNITY INVOLVEMENT**

SEE RESUME

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

RECENTLY SEMI RETIRED. COMMUNITY INVOLVEMENT PAST BUSINESS, PROFESSIONAL AND CIVIC EXPERIENCES.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature **Date** 5/2/17

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

John Macaluso

5487 Crane Feather Drive

Port Orange, Fl. 32128

386-761-9295

jmacaluso329@yahoo.com

Objective: To obtain a position, appointment or confirmation to a specific Board, Commission or Panel within the City of Port Orange using my Municipal Government, Business and Personal experiences.

Present: Semi Retired from the Environmental Engineering field as of 12/31/2016. I presently hold the position of Executive Vice President and Chief Development Officer in our family chain of restaurants.

1998 – 2016: As a member of the Environmental Business Community, I spent 18 years managing, directing and engineering products, processes and technologies related to the reduction of Diesel Emissions. My experience includes positions within North and South America targeting EPA non-attainment locations. My specific specialty was working directly with Federal, State, County and Local Governments in securing funds for Environmental Diesel related programs. As a Business Manager at Navistar Corporation, I was appointed to the position of Congressional Liaison, Diesel Emissions Reduction Act of 2005. In this position, I was a part of an Industry Committee that lobbied Congress as Industry experts to gain passage of the Diesel Emissions Reduction Act (DERA) of 2005 which is still an actively funded appropriation today.

1975 – 1997: Various Engineering and Technical positions held within fortune 500 companies.

Education:

1971: Bloomfield High School – Bloomfield, NJ.

1971 – 1973: RETS College – Nutley, NJ. AAS – Electronic Engineering Technology

1975 – 1976: Palomar College – San Marcos, Ca. – Certificate Program Electronic Engineering

Resume of John Macaluso continued:

Community Involvement:

1971 – 1972: Bloomfield, New Jersey – Appointed to the Transportation Committee by Mayor John Kinder.

1988 – 1999: Member of the Stillwater Township, NJ Recreation Commission, appointed by Mayor Emil Sorensen.

1989 – 1992: Executive Board Member, Crandon Lakes Country Club, Stillwater/Hampton, NJ.

1992 – 1996: Elected member of the Stillwater, NJ Township Committee serving 1 term as Mayor, 3 years as Township Committee Person. As a Committee form of Government my responsibilities included Public Safety, Recreation, Planning and Zoning.

1986 – 1996: Active member of the Stillwater/Fredon, NJ Little League serving as Coach, Manager and Umpire.

1992 – 2000: Active Member of the Stillwater, NJ Emergency Rescue Squad. New Jersey Certified First Responder.

1996 – Present: Member, New Jersey Conference of Mayors, Mayors Emeritus Advisory Council.

Personal: Residing in Crane Lakes. We have been Port Orange residents over the last 16 years since relocating from North West New Jersey. I am happily married to Nancy for 43 years with 2 adult children and 3 Granddaughters.

Hobbies include: Golf, softball and other competitive activities. I am also an Amateur Radio Operator since 1995. (KB2PXB)

John Macaluso
5487 Crane Feather Drive
Port Orange, Florida 32128
386-334-4863
jmacaluso329@yahoo.com

Personal References:

Matthew Kilyk
Business Manager – Hug Engineering US
5505 Clearview Drive
North Charleston, SC 29420
843-323-0706

Joseph Mannarino
Economic Development Director – Ormond Beach, Florida
69 Creek Bluff Way
Ormond Beach, Fl. 32174
386-212-2012

Gregory Cardino
Educator - Retired
9 Arika at Lions Paw
Daytona Beach, Fl. 32124
386-405-2220

From: donotreply@port-orange.org
To: Fenwick, Robin
Subject: Volunteer Application - Nancy Vaughn
Date: Wednesday, May 10, 2017 11:34:22 AM

ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Nancy Vaughn on 05/10/2017

Personal Information

Name:	Nancy Vaughn
Date of Birth:	02/05/1961
Telephone:	3868710175
E-mail:	nancyvaughn411@msn.com
Business Telephone:	3868710175
Address:	6389 Longlake Dr.
Are you a registered voter in Port Orange?	Yes
City Council District:	Port Orange
How long have you been a resident of Port Orange?	17 years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Scott Stiltner, 1716 Creekwater Blvd. Port Orange, FL 32128, 386.871.4663
Reference 2:	Melanie Turngren, 1886 Spruce Creek BLVD E, Port Orange FL 32128, 386.788.9738 or 386.295.3041
Reference 3:	Tracy Anderson, 12 Jolynn Dr. Ormond Beach, FL 32174

Education

High School:	South Portland High School, South Portland, ME
Date Graduated High School:	06/10/1979
College:	University of Maine at Orono, Orono, ME
Date Graduated College:	05/15/1984
Degree:	BS in Broadcasting/Media

Work Experience

WCSH Portland, ME Production WGME Portland, ME Production WGBH Boston, MA Admin. Assistant Filler and Associates, Portland, ME Tax assistant Weight Watchers Leader Co-Director St. James Childcare Center

Interests / Activities

Hiking, canoeing, art, reading, travel and politics.

Community Involvement

Volunteering in my children's school throughout the years, Volunteering at church in both Catechesis and VBS, active member of the League of Women Voters.

Why do you desire to serve on these boards?

I would like to serve my community in an area I am passionate about. I understand the balance needed between development and conservation.

Resume / Additional Information

Selected Boards / Commissions

Environmental Advisory Board

Order of Preference

Signature:	Nancy Vaughn
Date:	05/10/2017

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (H32) Second Reading - Ordinance No. 2017-18 – Rezoning/3813 S. Nova Road, Case No. 17-65000001

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-18, to rezone ±7.6 acres from Planned Commercial Development (PCD) to Community Commercial (CC).

SUMMARY: Planning Commission Action (4/27/17): Recommended Approval

A proposal by the applicant to rezone the subject property from Planned Community Development (PCD) to Community Commercial (CC) and remove this property from the Dunlawton Square Master Development Agreement. The rezoning request is a shift from the negotiated PCD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

According to the applicant, the purpose of the request to rezone the subject property is to assist the redevelopment of the property. The applicant states that it is difficult to predict future redevelopment options on the subject property and if the property remains PCD, it is possible that ongoing amendments to the MDA could be necessary. The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop the site. In addition, the list of permitted uses in the CC zoning district is more current and flexible than the uses from the 1990's listed in the MDA. The CC zoning district permits typical community scale commercial uses commonly found at shopping centers and outparcels of this type such as; retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses.

The property owner intends to continue redeveloping the former K-Mart building. Currently, the building is occupied by TGI Friday's, Bealls Outlet, and Peach Valley Café (opening in spring 2017), but there is still space remaining for future tenants. The property owner may also construct another building on the subject property along Nova Road. The applicant does not anticipate deviating from the requirements in LDC, therefore, the applicant selected to use a standard zoning district and meet the requirements in the LDC.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-18	Ord. No. 2017-18.pdf
2.	Staff Report	3813 Nova Rd Rezoning CC Staff Report.pdf

Robin Fenwick Created/Initiated - 05/15/2017

ORDINANCE NO. 2017-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ±7.6 ACRES LOCATED AT 3813 SOUTH NOVA ROAD FROM PLANNED COMMUNITY DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of ±7.6 acres at located 3813 South Nova Road from Planned Community Development (PCD) to Community Commercial (CC); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Planned Community Development (PCD) Community Commercial (CC).

Section 2. The property rezoned consists of ±7.6 acres at located 3813 South Nova Road more particularly described on **Exhibit "1"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

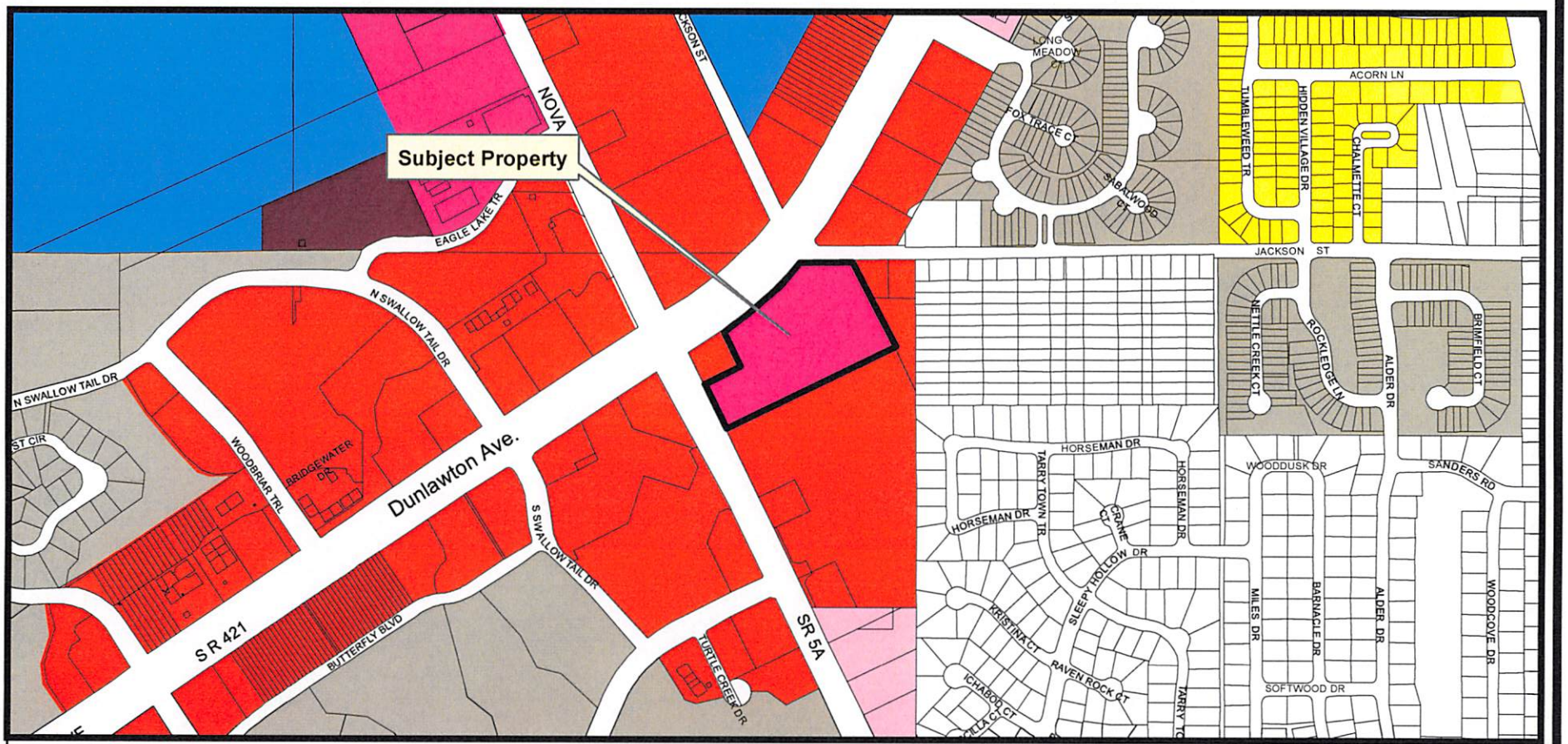
Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

Legal Description

9 16 33 IRREG PARCEL IN GOVT LOT 6 SOUTH OF ST RD 415 & E OF NOVA RD BEING N 373.50 FT MEAS ON E/L OF NOVA RD OF W816.44 FT ON S LINE EXEC PT & N 146.50 FT MEAS ON NOVA RD OF W 174.02 FT MEAS ON S/L PER OR 5209 PG 2632-2636 PER OR 6261 PG 910 & PER OR 636 1 PG 2035



GPU Government/Public Use	RMH Residential Mobile Home	PO Professional Office
F-C Flood Plain-Conservation	NP Neighborhood Preservation	CC Community Commercial
R-7SF Single Family Residential	PC-R Planned Community-PO Riverwalk	CI Commercial/Industrial
R-2D Two Family Residential	PUD Planned Unit Development	RD Ridgewood Development
R-3H Multi-Family Residential	PCD Planned Commercial Development	ORT Office/Residential Transition

CITY OF PORT ORANGE 1887 FLORIDA

3813 S. Nova Road

Exhibit "2"

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

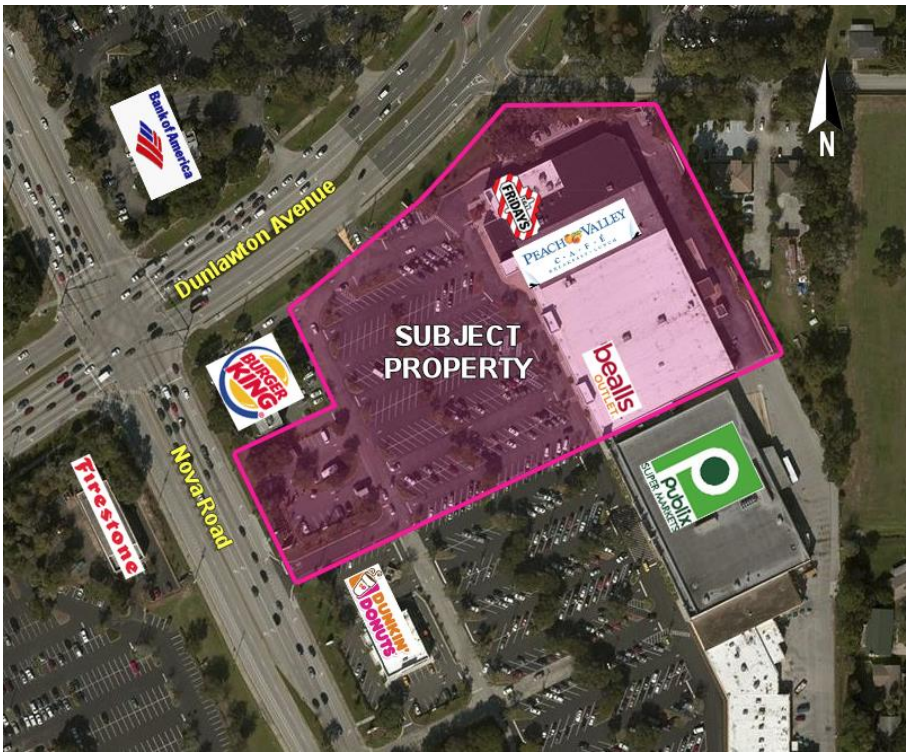
STAFF REPORT
CASE NO. 17-65000001
REZONING/3813 Nova Road

REQUEST:	Rezone +/- 7.6 acres from Planned Commercial Development (PCD) to Community Commercial (CC)
OWNER:	Dunlawton Nova Investors, LLC.
APPLICANT:	Paul F. Holub, Jr.
LOCATION:	3813 Nova Road (Figure 1 – Location Map)
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	**Recommended Approval**
STAFF CONTACT:	Briana Conlan-King, Planner (386) 506-5676
CITY COMMISSION DATE:	May 16, 2017

DISCUSSION:

The subject property is currently zoned Planned Community Development (PCD). The applicant proposes to rezone the subject property from PCD to Community Commercial (CC) and remove this property from the Dunlawton Square Master Development Agreement. The rezoning request is a shift from the negotiated PCD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations.

Figure. 1 Location Map



The subject property was originally developed as a K-Mart in 1979 and zoned C-1 at that time. In 1994, the subject property, along with the Publix shopping center property, was rezoned to PCD and the Dunlawton Square MDA was adopted and allowed for general retail, offices, financial institutions, business services, restaurants, and health and racquet clubs. In 1999, the MDA was amended to allow the use of medical office and veterinary clinics as permitted uses. In 2011, the current owner of the subject property modified the exterior façade of the old K-mart building to match the new Publix, upgraded the landscaping and irrigation, and modified the interior of the old K-mart building to include T.G.I. Friday's and Bealls Outlet.

According to the applicant, the request to rezone the subject property to CC is to assist the redevelopment of the subject site. The applicant states that it is difficult to predict future redevelopment options on the subject property and if the property remains PCD, it is possible that ongoing amendments to the MDA could be necessary. The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop the site. In addition, the list of permitted uses in the CC zoning district is more current and flexible than the uses from the 1990's listed in the MDA. The CC zoning district permits typical community scale commercial uses commonly found at shopping centers and outparcels of this type such as; retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, child care centers, convenience store/gas station, banks, and similar uses.

The property owner intends to continue redeveloping the former K-Mart building. Currently, the building is occupied by TGI Friday's, Bealls Outlet, and Peach Valley Café (opening in spring 2017), but there is still space remaining for future tenants. The property owner may also construct another building on the subject property along Nova Road. The applicant does not anticipate deviating from the requirements in LDC, therefore, the applicant selected to use a standard zoning district and meet the requirements in the LDC.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

The proposed rezoning will not affect the existing cross access easements with the adjacent properties. Access to the property is available off Nova Road and Dunlawton Avenue. Water and sewer is available and serves the property. As part of any future site improvements, a site plan would be required and stormwater, traffic generation, landscaping and modifications to the parking lot will be addressed in accordance with the City standards in the LDC.

Compatibility with Surrounding Uses and Zoning

The proposed Community Commercial zoning district is appropriate for its location near the intersection of Nova Road and Dunlawton Avenue and surrounding properties. The table on Page 3 summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps are attached (Exhibit A and Exhibit B).

Surrounding Land Use & Zoning

Direction	Land Use	Zoning District
North	Dunlawton Ave. right-of-way & Commercial (Park Place Plaza)	Planned Commercial Development (PCD)
South	Commercial (Publix)	Planned Commercial Development (PCD)
East	Office (Jackson Street)	Planned Commercial Development (PCD)
West	Nova Road right-of-way & Commercial (Firestone, Burger King, and Countryside Mall)	Planned Commercial Development (PCD)

The PCD zoning district is intended to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by this code. Because the property owner intends to develop the site in compliance with the LDC and does not anticipate deviating from the requirements in LDC, the property owner selected to use a standard zoning district and meet the requirements in the LDC. All future development plans (site plan or subdivision) submitted will require a detailed technical review by the Development Review Committee (DRC) to determine all requirements in the LDC are met.

Consistency with Comprehensive Plan

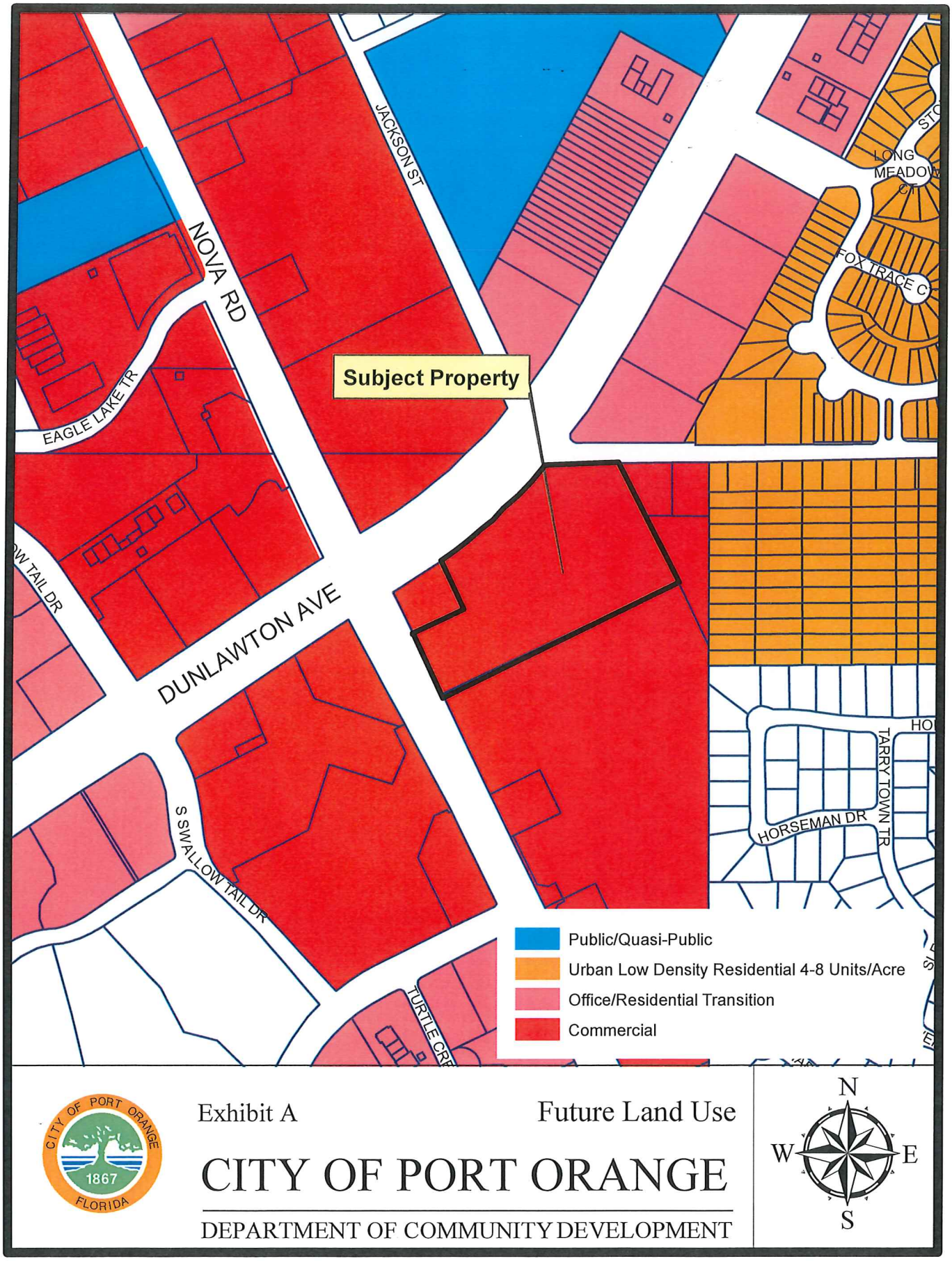
The subject property is designated Commercial on the City's Future Land Use Map. The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Sub-Regional Commercial Node located around the intersection of Dunlawton Avenue and Nova Road. Sub-Regional Commercial Nodes are intended to support the City with a mix of general and specialized shopping needs of the general population and visitors within a +/- 4-mile radius.

Recommendation:

Staff recommends approval of the request to rezone +/- 7.6 acres located at 3813 Nova Road from Planned Community Development (PCD) to Community Commercial (CC).

ATTACHMENTS:

1. Exhibit A -- Future Land Use Map
2. Exhibit B – Current and Proposed Zoning Map



CITY OF PORT ORANGE 1867 FLORIDA

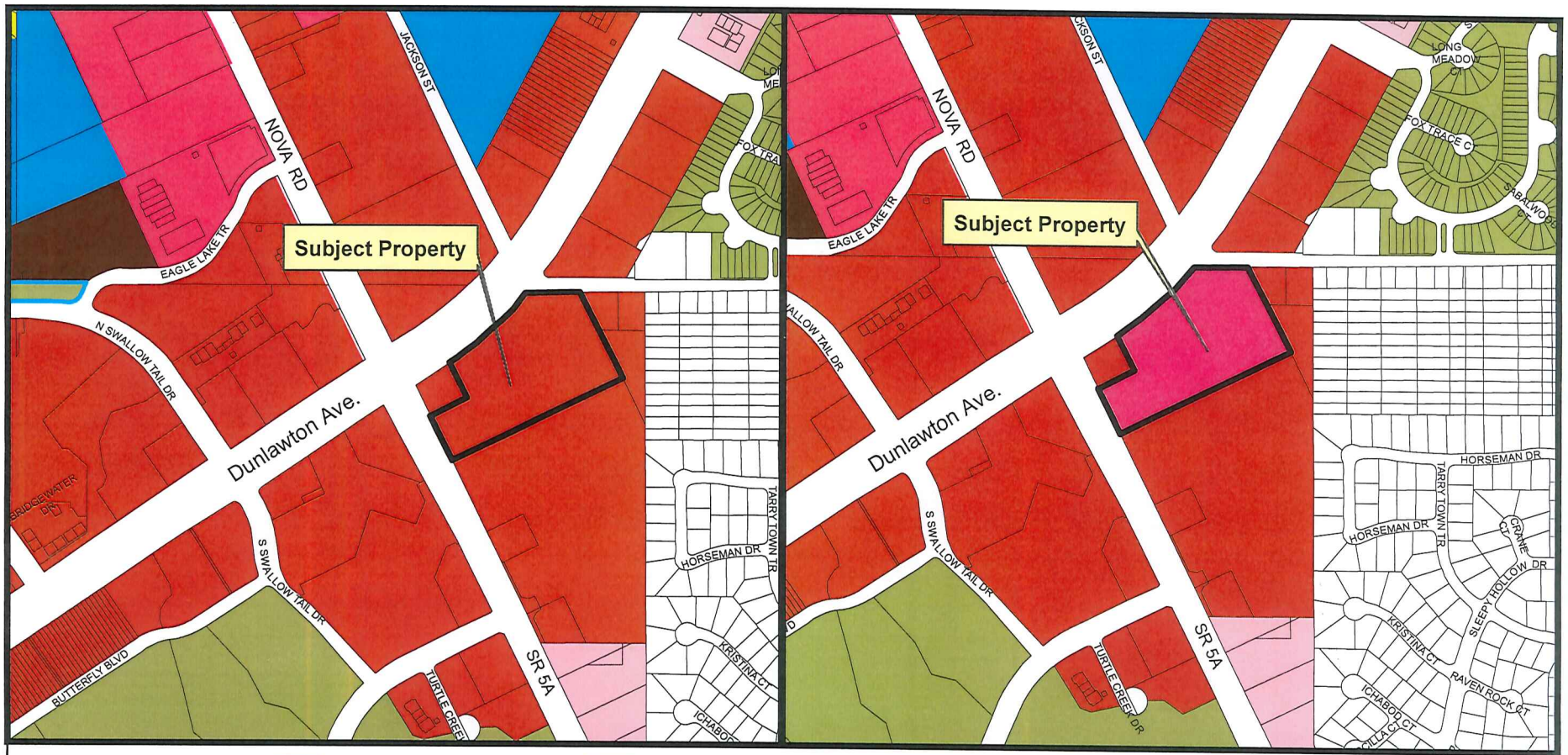
Exhibit A

Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S



Current Zoning

- GPU Government/Public Use
- F-C Flood Plain-Conservation
- R-7SF Single Family Residential
- R-2D Two Family Residential
- R-3H Multi-Family Residential
- RMH Residential Mobile Home
- NP Neighborhood Preservation
- PC-R Planned Community-PO Riverwalk
- PUD Planned Unit Development
- PCD Planned Commercial Development
- PO Professional Office
- CC Community Commercial
- CI Commercial/Industrial
- RD Ridgewood Development
- ORT Office/Residential Transition

Proposed Zoning

CITY OF PORT ORANGE 1887 FLORIDA

Exhibit B - Current and Proposed Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (H33) Subdivision Replat for Clark Professional Center Phase 2, Case No. 16-50000005

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Subdivision Replat for Clark Professional Center Phase 2

SUMMARY: Planning Commission Action: March 23, 2017, Recommended Approval

The proposal is to replat ±7.4 acres consisting of portions of the Allendale and Clark Professional Center Subdivision Plats into six lots. The subject properties are located on the east side of Ridgewood Avenue, west of the Halifax River, between Katherine Street and Kirby Place.

The proposed replat has been designed according to the layout of the Conceptual Development Plan for the 5th Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement (MDA) and the lot dimensional (lot area and width) and site (building setbacks, parking, open space, etc.) requirements of the 5th Amendment to the MDA, approved at the May 16, 2017 City Council meeting.

The required subdivision and site infrastructure (water, sewer, drainage, access drives, driveways, parking lots and landscaping) to serve the commercial development was completed when the property was previously developed in the late 1990's to early 2000. Therefore, no subdivision infrastructure improvements are required with the replat. The proposed lots are accessed from driveways off Ridgewood Avenue, Katherine Street, Kirby Place, and Riverside Drive. Cross-access and shared parking easements are provided between the lots in order for vehicles and pedestrians to move between the lots.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Clark Prof Center Replat Staff Report.pdf
2.	Subdivision Replat	Clark Professional Center Phase 2 Replat 1-6-17.pdf

Gwen Perney Created/Initiated - 04/13/2017

Tim Burman	Approved - 04/13/2017
Wayne Clark	Approved - 04/13/2017
Shannon Balmer	Approved - 06/06/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

STAFF REPORT

SUBDIVISION REPLAT/ Clark Professional Center Phase 2

CASE NO. 16-50000005

REQUEST:	Replat ±7.4 acres of the Clark Professional Center and Wedding Chapel PCD property into 6 lots as shown on the amended Clark Professional Center and Wedding Chapel Conceptual Development Plan (5th Amendment)
LOCATION:	East side of Ridgewood Avenue, West of the Halifax River, between Katherine Street and Kirby Place
OWNER:	All Aboard Holdings, LLC, D. Andrew Clark, Clark Office Building, Ltd., Clark Professional Center Condo Association Inc., the Douglas J. Clark Irrevocable Trust, and Lois Clark
APPLICANT:	D. Andrew Clark
PLANNING COMMISSION RECOMMENDATION:	**Approval**
STAFF RECOMMENDATION:	**Approval**
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
CITY COUNCIL DATE:	June 20, 2017

DISCUSSION:

The proposal is to replat ±7.4 acres consisting of portions of the Allendale and Clark Professional Center Subdivision Plats into six lots. The subject properties are located on the east side of Ridgewood Avenue, west of the Halifax River, between Katherine Street and Kirby Place. The majority of the properties are developed, except for property at the northwest corner of Ridgewood Avenue and Katherine Street.

Location Map of Replat Area



The proposed replat (Exhibit “A”) has been designed according to the layout of the Conceptual Development Plan for the 5th Amendment to the Clark Professional Center and Wedding Chapel PCD Master Development Agreement (MDA) and the lot dimensional (lot area and width) and site (building setbacks, parking, open space, etc.) requirements of the 5th Amendment to the MDA (Scheduled for 1st Reading at City Council on March 28th). The lot configuration consists of six lots and will have the following developed structures or facilities located on the proposed lots:

1. Lot #1: Vacant lot at the southeast corner of Ridgewood Avenue and Katherine Street. Previously approved amendments indicate this lot being developed with an office building
2. Lot #2: Developed lot with an existing 3-story office building and parking lot
3. Lot #3: An improved parking lot to serve the Tavern and Wedding Chapel
4. Lot #4: Developed lot with an office building and parking lot
5. Lot #5: Developed lot with the Chapel, Tavern, Railroad car, stormwater pond, and parking area
6. Lot #6: Vacant lot fronting Halifax Drive with a gazebo constructed on piers in the Halifax River and the potential for the construction of permanent open-air canopy structure to serve future events held on the property

Replat Area



The required subdivision and site infrastructure (water, sewer, drainage, access drives, driveways, parking lots and landscaping) to serve the commercial development was completed when the property was previously developed in the late 1990's to early 2000. Therefore, no subdivision infrastructure improvements are required with the replat. The proposed lots are accessed from driveways off Ridgewood Avenue, Katherine Street, Kirby Place, and Riverside Drive. Cross-access and shared parking easements are provided between the lots in order for vehicles and pedestrians to move between the lots.

CONCURRENCY REVIEW:
Public facilities and services are available and serve the buildings on the six proposed lots. Concurrency reviews for Transportation, Water, Sewer, Solid Waste, and Stormwater Drainage were completed for the proposed six lots when the site plans for the subject property were approved in 1999, 2001, and 2002. If any additional site plans are submitted in the future, concurrency will be evaluated at that time. The replat of the subject property does not create any additional impacts to City facilities.

DEVELOPMENT REVIEW COMMITTEE (DRC):
The Development Review Committee (DRC) has reviewed the replat and it complies with the requirements of the 5th amendment to the Clark Professional Center and Wedding Chapel MDA, and the Land Development Code.

RECOMMENDATION:
Staff recommends approval of the Clark Professional Center Phase 2 Subdivision Replat, subject to approval of the 5th Amendment to the Clark Professional Center and Wedding Chapel MDA.

ATTACHMENTS:
1. Exhibit "A" – Replat

CLARK PROFESSIONAL CENTER PHASE 2

A PORTION OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 33 EAST CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

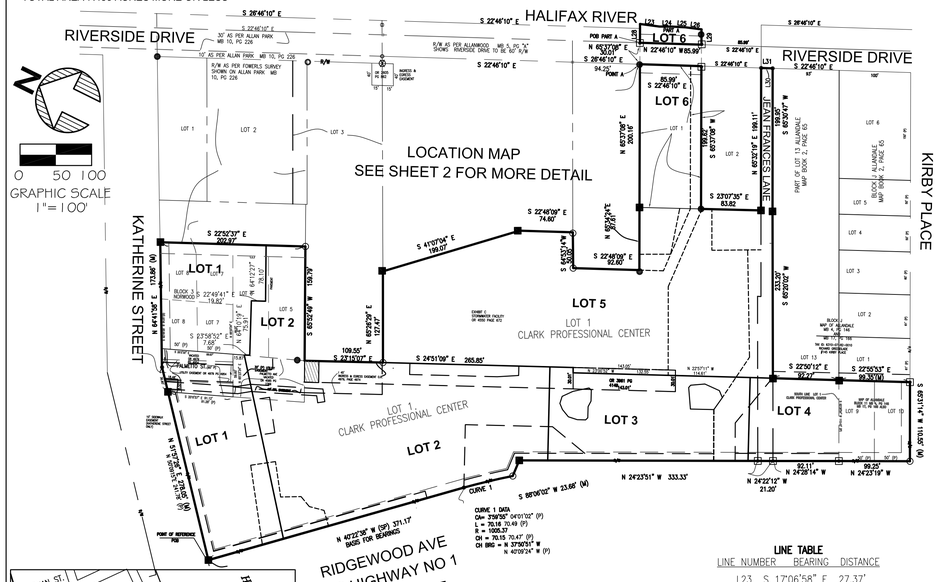
BEING A REPLAT OF THE FOLLOWING DESCRIBED PARCELS:

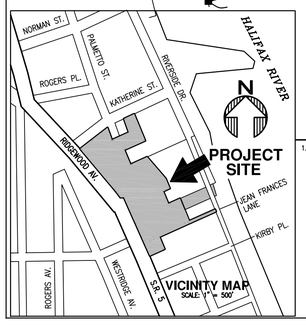
ALL OF LOT 1, CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,
TOGETHER WITH:
LOTS 9 AND 10, BLOCK 11, ALLANDALE, AS RECORDED IN MAP BOOK 4, PAGE 146 AND MAP BOOK 17, PAGE 166 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR STATE ROAD RIGHT OF WAY PURPOSES,
TOGETHER WITH:
THAT PORTION OF LOTS 7 AND 8, BLOCK 3, AND THAT PORTION OF PALMETTO STREET, A 50 FOOT RIGHT OF WAY LYING SOUTHERLY OF KATHERINE STREET, AS SHOWN ON THE PLAT OF NORWOOD, RECORDED IN MAP BOOK 5, PAGE 1, AND MAP BOOK 15, PAGE 174 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
TOGETHER WITH :
LOT 1, ALLAN PARK AND WITH ITS NORTH AND SOUTH LINE PROJECTED EASTERLY TO THE SHORE OF THE HALIFAX RIVER AS RECORDED IN MAP BOOK 10, PAGE 226, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.
FROM THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH RIDGEWOOD AVENUE (US NO. 1 AND SR NO. 5) WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET AS THE POINT OF REFERENCE, RUN ALONG THE BOUNDARY OF SAID LOT 1, CLARK PROFESSIONAL CENTER, NORTH 50 DEGREES, 09 MINUTES, 15 SECONDS EAST, A DISTANCE OF 241.78 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: SOUTH 21 DEGREES, 56 MINUTES, 31 SECONDS EAST, A DISTANCE OF 91.28 FEET; THENCE NORTH 63 DEGREES, 31 MINUTES, 13 SECONDS EAST A DISTANCE OF 128.84 FEET; THENCE NORTH 21 DEGREES, 44 MINUTES, 39 SECONDS WEST A DISTANCE OF 100.84 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID KATHERINE STREET; THENCE SOUTH 82 DEGREES, 49 MINUTES, 28 SECONDS WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 94.81 FEET; THENCE CONTINUE ALONG SAID WESTERLY PROJECTION SOUTH 50 DEGREES, 09 MINUTES, 15 SECONDS WEST, A DISTANCE OF 36.12 FEET TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF LOT 1, CLARK PROFESSIONAL CENTER, AS RECORDED IN MAP BOOK 47, PAGE 200 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE N 51°57'26" E ALONG SOUTH RIGHT OF WAY LINE OF KATHERINE STREET A 75 FOOT RIGHT OF WAY FOR A DISTANCE OF 278.05 FEET; THENCE N 64°41'58" E CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 173.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, CLARK PROFESSIONAL CENTER; THENCE S 22°52'37" E ALONG THE BOUNDARY LINE OF SAID CLARK PROFESSIONAL CENTER FOR A DISTANCE OF 202.97 FEET; THENCE S 65°52'49" W ALONG SAID BOUNDARY LINE OF CLARKS PROFESSIONAL CENTER FOR A DISTANCE OF 159.79 FEET; THENCE S 23°15'07" E ALONG SAID BOUNDARY LINE OF CLARKS PROFESSIONAL CENTER FOR A DISTANCE OF 109.55 FEET; THENCE N 65°26'29" E ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 127.47 FEET; THENCE S 41°07'04" E ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 199.07 FEET; THENCE S 22°48'39" E ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 74.60 FEET ; THENCE S 64°53'14" W ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 50.05 FEET; THENCE S 22°48'09" E ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 92.60 FEET; THENCE N 65°52'24" E ALONG SAID BOUNDARY LINE FOR A DISTANCE OF 87.61 FEET TO NORTHWEST CORNER OF LOT 1, ALLAN PARK AS RECORDED IN MAP BOOK 10, PAGE 226, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N 65°37'08" E ALONG THE NORTH LINE OF LOT 1, OF SAID ALLEN PARK FOR A DISTANCE OF 200.16 FEET TO POINT A TO BE USED LATER IN THIS DESCRIPTION, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF RIVERSIDE DRIVE (A PLATTED 30 FOOT RIGHT OF WAY) AS SHOWN ON AFORESAID ALLEN PARK; THENCE S 22°46'10" E ALONG SAID WEST RIGHT OF WAY LINE OF RIVERSIDE DRIVE FOR A DISTANCE OF 85.99 FEET TO THE SOUTHEAST CORNER OF LOT 1, OF SAID ALLAN PARK; THENCE S 65°37'08" W ALONG THE SOUTH LINE OF SAID LOT 1, ALLEN PARK FOR A DISTANCE OF 199.62 FEET TO THE EAST BOUNDARY LINE OF AFORESAID LOT1, CLARK PROFESSIONAL CENTER; THENCE S 23°07'35" E ALONG SAID CLARK PROFESSION CENTER BOUNDARY LINE FOR A DISTANCE OF 83.82 FEET; THENCE N 65°32'19" E ALONG SAID BOUNDARY LINE OF A DISTANCE OF 199.11 FEET TO THE WEST RIGHT OF WAY LINE OF SAID RIVERSIDE DRIVE; THENCE S 22°46'10" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 16.04 FEET TO THE SOUTHEAST CORNER OF LOT 1, OF SAID CLARK PROFESSIONAL CENTER; THENCE S 65°30'47" W ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 1, CLARK PROFESSIONAL CENTER FOR A DISTANCE OF 199.95 FEET; THENCE S 65°20'02" W ALONG SAID SOUTH BOUNDARY LINE FOR A DISTANCE OF 233.20 FEET; THENCE S 22°50'12" E ALONG THE AFORESAID BOUNDARY LINE OF CLARKS PROFESSIONAL CENTER FOR A DISTANCE OF 92.27 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 11, MAP OF ALLANDALE AS RECORDED IN MAP BOOK 4, PAGE 146, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S 22°55'53" E ALONG THE EAST LINE OF LOTS 9 AND 10, BLOCK 11, OF SAID MAP OF ALLANDALE FOR A DISTANCE OF 99.35 FEET TO THE NORTH RIGHT OF WAY LINE OF KIRBY PLACE (A PLATTED 50 FOOT RIGHT OF WAY); THENCE S 65°31'14" W ALONG THE SAID NORTH RIGHT OF WAY OF KIRBY PLACE FOR A DISTANCE OF 110.55 FEET THE EAST RIGHT OF WAY LINE OF RIGDGEWOOD AVE (US HIGHWAY NUMBER 1) A RIGHT OF WAY THAT VARIES IN THIS AREA; THENCE N 24°23'19" W ALONG THE EAST RIGHT OF WAY LINE OF RIDGEWOOD AVE (US HIGHWAY NUMBER 1) FOR A DISTANCE OF 99.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, CLARK PROFESSIONAL CENTER; THENCE N 24°28'14" W ALONG THE WEST BOUNDARY OF SAID LOT1, CLARK PROFESSIONAL CENTER AND THE EAST RIGHT OF WAY OF RIDGEWOOD AVE (US HIGHWAY NUMBER 1) FOR A DISTANCE OF 92.11 FEET; THENCE N 24°22'12" W ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 21.20 FEET; THENCE N 24°23'51" W FOR A DISTANCE OF 333.33 FEET; THENCE S 88°06'02" W FOR A DISTANCE OF 23.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY AND TO THE LEFT, HAVING A CENTRAL ANGLE OF 03°59'55", A RADIUS OF 1005.37 FEET, WITH A CHORD BEARING OF N 37°50'51" W, A CHORD DISTANCE OF 70.15 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.15 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 40°22'38" W ALONG SAID EAST RIGHT OF WAY LINE OF RIDGEWOOD AVE(US HIGHWAY NUMBER 1) FOR A DISTANCE OF 371.17 FEET TO THE POINT OF BEGINNING, RETURNING TO POINT A AFORESAID RUN THENCE N 65°37'08" E CROSSING RIVERSIDE DRIVE FOR A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING OF PART A; THENCE N 65°37'08" E FOR A DISTANCE OF 26.23 FEET THE HAIFAX RIVER; THENCE ALONG THE HALIFAX RIVER S 17°06'58" E A DISTANCE OF 27.37 FEET; THENCE S 24°00'36" E A DISTANCE OF 17.73 FEET; THENCE S 21°30'13" E A DISTANCE OF 18.69 FEET; THENCE S 17°20'40" E A DISTANCE OF 22.59 FEET; THENCE S 65°37'08" W LEAVING THE HALIFAX RIVER FOR A DISTANCE OF 21.37 FEET TO THE EAST RIGHT OF WAY LINE OF SAID RIVERSIDE DRIVE FROM A DISTANCE OF 85.99 FEET TO THE POINT OF BEGINNING OF PART A.

TOTAL AREA 7.436 ACRES MORE OR LESS





LINE TABLE

LINE NUMBER	BEARING	DISTANCE
L23	S 17°06'58" E	27.37'
L24	S 24°00'36" E	17.73'
L25	S 21°30'13" E	18.69'
L26	S 17°20'40" E	22.59'
L27	S 22°43'52" E	31.80'
L28	N 65°37'08" E	26.23'
L29	S 65°37'08" W	21.37'
L30	S 22°49'47" E	16.04'
L 31	S 22°46'10" E	16.04'

LEGEND:

1. MONUMENTATION:
- ■ ____ DENOTES PERMANENT REFERENCE MONUMENT FOUND
- ▣ ____ DENOTES PERMANENT REFERENCE MONUMENT SET, 4"x4" CONCRETE MONUMENT WITH BRASS DISK STAMPED LB 3612 PRM.
- ○ ____ DENOTES PERMANENT CONTROL POINT, SET METAL DISK STAMPED LB 3612.
- ● ____ DENOTES 5/8" IRON ROD AND CAP STAMPED LB 3612
- ⊙ ____ DENOTES FOUND NAIL AND BRASS DISK LB 3612

2. ABBREVIATIONS
- (R) ____ DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE
- (NR) ____ DENOTES A LINE NON-RADIAL RELATIVE TO ADJACENT CURVE
- ℄ ____ CENTER LINE
- CA ____ CENTRAL ANGLE
- L ____ LENGTH OR ARC
- R ____ RADIUS
- CH ____ CHORD
- CB ____ CHORD BEARING
- MFG. ____ MANUFACTURING
- O.R. ____ OFFICIAL RECORDS BOOK
- (P) ____ PLAT OF CLARKS PROFESSIONAL CENTER MB 47, PG 200
- FD ____ FOUND
- PSM ____ PROFESSIONAL SURVEYOR AND MAPPER
- INC. ____ INCORPORATED
- FL ____ FLORIDA
- P.O. ____ POST OFFICE
- AC ____ ACRES
- RW ____ RIGHT-OF-WAY
- U.S. ____ UNITED STATES
- (P) ____ PLAT
- PG ____ PAGE
- POB ____ POINT OF BEGINNING
- MB ____ MAP BOOK
- LS ____ LICENSED SURVEYOR
- (SP) ____ STATE PLANE FLORIDA EAST GRID
- IR ____ 5/8" IRON ROD
- IRC ____ 5/8" IRON ROD & CAP
- LB ____ LICENSED BUSINESS
- CM ____ CONCRETE MONUMENT

GENERAL NOTES:
1. ACCURACY
THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

2. BEARING STRUCTURE (N 40°22'38" W) STATE PLANE FLORIDA EAST GRID ALONG THE EAST RIGHT-OF WAY LINE OF RIDGEWOOD AVE (US HIGHWAY HIGHWAY NO 1, STATE PLANE CONTROL USED FOR THIS PROJECT USC&S X404, AND CITY OF PORT ORANGE HORIZONTAL AND VERTICAL CONTROL PO-18, (ESTABLISHED BY SOUTHEASTERN SURVEYING DATED OCTOBER 24, 1996).

3. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALE USE THE 39.37/12 = 3.2083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO SURVEY METERS. ALL MEASUREMENTS ON THIS PLAT ARE IN U.S. FOOT AND DECIMALS THEREOF.

4. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

5. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF RECORD, INCLUDING BUT NOT LIMITED TO ALL DRAINAGE AND UTILITY EASEMENTS DEDICATED HEREON.

6. BUILDING SETBACK REQUIREMENTS
FRONT (STREET FRONTAGE): 10'
SIDE STREET: 10'
SIDE: 10'
REAR: 10'

7. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

8. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY AND NATURAL GAS.

9. ALL OTHER EASEMENTS SHOWN HEREON ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.

10. THIS PLAT CONFORMS TO CHAPTER 177 PART 1 FLORIDA STATUTES LAST REVISED PER CH. 99-286. PERMANENT REFERENCE MONUMENTS (PRM) NOT SHOWN AS A ▣ OR A ● CONFORMS TO FLORIDA STATUTE CHAPTER 177.031 (15) (C) CHAPTER 98-20.

11 .INDIVIDUAL LOT OWNERS, THEIR SUCCESSOR AND ASSIGN IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THEIR INDIVIDUAL LOTS AND THE EASEMENT AREAS WITHIN SAID LOTS. IN THE EVENT A LOT OWNER FAILS TO OPERATE AND MAINTAIN THE EASEMENT AREAS AS REFERENCED, THEN THE OWNER OF LOT 2, ITS SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE EASEMENT AREAS PER THE CORRECTIVE NON-EXCLUSIVE RECIPROCAL EASEMENT AGREEMENT REFERENCED IN PLAT NOTE ____.

12. THE OWNER OF LOT 2 SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE EASEMENT AREAS DESCRIBED IN THE AGREEMENT IN THE EVENT THAT AN OWNER FAILS TO PROPERLY OPERATE OR MAINTAIN SUCH AREAS.

13. A 12 FOOT UTILITY EASEMENT SHALL BE LOCATED ALONG THE FRONTAGE OF KATHERINE STREET AND SOUTH RIDGEWOOD AVENUE.

14. THIS PLAT IS SUBJECT TO CERTAIN COVENANTS AND RESTRICTIONS CREATED BY THE CLARK PROFESSIONAL CENTER WEDDING CHAPEL PLANNED DEVELOPMENT AGREEMENT MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 4550, PAGE 672, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA; AND ITS FIRST AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 4581, PAGE 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND ITS SECOND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 4725, PAGE 1695, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND ITS THIRD AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 4979, PAGE 4950, AND ITS FORTH AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 5923, PAGE 2515, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND IT FIFTH AMENDMENTS RECORDED IN OFFICIAL RECORDS BOOK 7399, PAGE 2011, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

15. ALL EASEMENTS SHOWN HEREON WHICH ARE NOT CREATED BY THIS PLAT ARE FOR INFORMATIONAL PURPOSES ONLY AND, UNLESS STATED OTHERWISE, THE DEPICTION OF SAID EASEMENTS IS NOT INTENDED TO REIMPOSE SAME. THIS PLAT IS SUBJECT TO EASEMENTS SHOWN ON CLARK PROFESSIONAL CENTER RECORDED IN MAP BOOK 47, PAGE 200 AND MAP OF ALLEN PARK RECORDED IN MAP BOOK 10, PAGE 226. OTHER PLATS CALLED OUT IN THE DESCRIPTION DO NOT CONTAIN EASEMENTS IN THE AREA BEING RE-PLATTED. EASEMENTS SHOWN ON THE GRAPHIC PORTION OF THIS PLAT IS DELINEATED BY THE OFFICIAL RECORD BOOK AND PAGE WERE THEY APPLY.

16. A PORTION OF PALMETTO AVE VACATED RESOLUTION NO. 2000–30, OR 4585, PG 2366 AND PORTION VACATED RESOLUTION NO. 02–85, OR 4979, PG 4954.

17. THE LANDS SHOWN HEREON ARE SUBJECT TO THE ACCESS AND INGRESS, CROSS ACCESS AND UTILITY EASEMENTS AND MAINTENANCE OBLIGATIONS SET FORTH IN THE CORRECTIVE NON–EXCLUSIVE RECIPROCAL EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK ____ PAGE ____, PUBLIC RECORDS, VOLUSIA COUNTY, FLORIDA.

18. THE OWNER OF LOT 2, ITS SUCCESSORS AND ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD SUCH OWNER FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED BUT NOT OBLIGATED TO ENTER UPON THE DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR, OR REPLACE THE FACILITIES, AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE OWNER OF LOT 2 FAILS TO MEET ITS RESPONSIBILITIES AS DESCRIBED IN THE CORRECTIVE NON–EXCLUSIVE RECIPROCAL EASEMENT AGREEMENT, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C42.027, F.A.C. AND APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT.

MAP BOOK PAGE

DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT
'CLARK OFFICE BUILDING, LTD., A FLORIDA LIMITED PARTNERSHIP, ALL ABOARD HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, D. ANDREW CLARK, INDIVIDUALLY, D. ANDREW CLARK AND LOIS CLARK LOESCH, F/K/A LOIS E. CLARK, AS SUCCESSOR CO–TRUSTEES OF THE DOUGLAS J. CLARK TRUST DATED 2/7/92, AND LOIS CLARK LOESCH, F/K/A LOIS E. CLARK, AS TRUSTEE OF THE LOIS E. CLARK TRUST DATED 2/7/92, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED 'CLARK PROFESSIONAL CENTER PHASE 2', LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATE THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL DRAINAGE, UTILITY, INGRESS/EGRESS, NON–VEHICULAR ACCESS, SIDEWALK AND CONSERVATION EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE EASEMENTS ARE ALSO GRANTED TO D. ANDREW CLARK (OWNER OF LOT 2) FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES. ACCESS EASEMENTS ON AND ACROSS ALL LOTS ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE FOR EMERGENCY VEHICLES AND GOVERNMENT SERVICES. ACCESS EASEMENTS FOR INGRESS AND EGRESS SHOWN OR DESCRIBED ON THE PLAT ARE HEREBY GRANTED TO THE OWNERS OF ANY PORTION OF THE PLAT AND THEIR RESPECTIVE AGENTS, ASSIGNS, INVITEES AND SUCCESSORS. UTILITY EASEMENTS ON, ACROSS, OVER , THROUGH AND UNDER ALL PRIVATE ROADS ARE HEREBY GRANTED TO THE CITY OF PORT ORANGE AND FRANCHISE UTILITY COMPANIES FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES.'
IN WITNESS WHEREOF, CLARK OFFICE BUILDING, LTD. PARTNERSHIP HAS CAUSED THE PRESENTS TO BE SIGNED, ATTESTED, AND SEALED BY THOSE NAMED BELOW ON THIS _____ DAY OF _____, 2017.

CLARK OFFICE BUILDING, LTD.
A FLORIDA LIMITED PARTNERSHIP
BY: ALL ABOARD PROPERTIES LLC
f/k/a CLARK PROPERTIES CORPORATION
ITS GENERAL PARTNER

BY: _____
D. ANDREW CLARK, MANAGER
ALL ABOARD HOLDINGS, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
D. ANDREW CLARK, MANAGER

_____
D. ANDREW CLARK, a/k/a DOUGLAS ANDREW CLARK, INDIVIDUALLY

D. ANDREW CLARK AND LOIS CLARK LOESCH, f/k/a LOIS E CLARK
AS SUCCESSOR CO–TRUSTEES OF DOUGLAS J. CLARK TRUST DATED 2/7/92

BY:_____
D. ANDREW CLARK, AS CO–TRUSTEE

BY: _____
LOIS CLARK LOESCH, AS CO–TRUSTEE

LOIS CLARK LOESCH, f/k/a LOIS E. CLARK, AS TRUSTEE OF
LOIS E. CLARK TRUST DATED 2/7/92

BY : _____
LOIS CLARK LOESCH, f/k/a LOIS E. CLARK

STATE OF FLORIDA
COUNTY OF VOLUSIA
THIS IS TO CERTIFY THAT ANDREW CLARK ON _____, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED THEY ARE KNOWN TO ME PERSONALLY OR HAVE PRODUCED _____ AS IDENTIFICATION AND THEY (HAVE) ☐ (HAVE NOT) ☐ TAKEN OATH.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE
NOTARY PUBLIC — TITLE/RANK:
STATE OF FLORIDA AT LARGE — COMMISSION NUMBER:
MY COMMISSION EXPIRES:
DATE:

STATE OF FLORIDA
COUNTY OF VOLUSIA
THIS IS TO CERTIFY THAT LOIS E. CLARK ON _____, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED THEY ARE KNOWN TO ME PERSONALLY OR HAVE PRODUCED _____ AS IDENTIFICATION AND THEY (HAVE) ☐ (HAVE NOT) ☐TAKEN OATH.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE
_____
NOTARY PUBLIC — TITLE/RANK:
STATE OF FLORIDA AT LARGE — COMMISSION NUMBER:
MY COMMISSION EXPIRES:

CERTIFICATE OF SURVEYOR AND MAPPER KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING A LICENSED AND PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED CLARK PROFESSIONAL CENTER, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

_____ _____
WILLIAM S HART, P.S.M. NO. 3905 — DATE:
UPHAM, INC. LB 3612
ADDRESS: 265 KENILWORTH AVENUE
ORMOND BEACH, FLORIDA 32174

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

_____
BY: _____ P.S.M. NO. _____
PRINTED NAME: _____

PLANNING COMMISSION CERTIFICATE OF APPROVAL
THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED CLARK PROFESSIONAL CENTER WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____
BY: _____ ATTEST: _____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION — CITY CLERK OF THE CITY OF PORT ORANGE

CITY COUNCIL CERTIFICATE OF APPROVAL
THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED CLARK PROFESSIONAL CENTER WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____ .
_____
MAYOR OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES, IN FORM, WITH ALL REQUIREMENTS STATED IN CHAPTER 177, FLORIDA STATUES, AND THAT IT WAS FILED FOR RECORD ON
_____ AT _____ AM/PM.
_____
CLERK OF CIRCUIT COURT
VOLUSIA COUNTY, FLORIDA

RECEIVED
1-6-17
CITY OF PORT ORANGE
Community Development

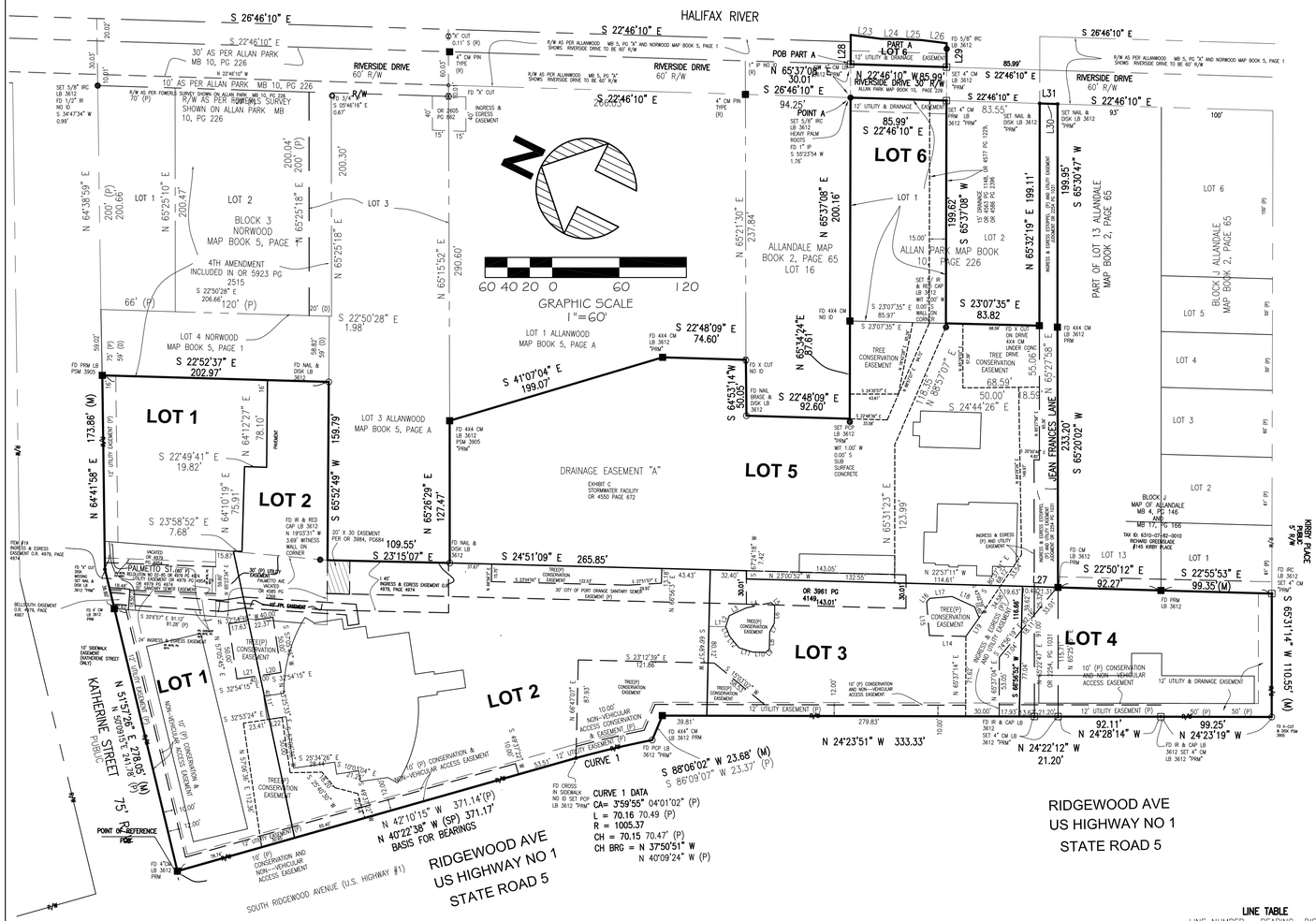
REVISED

UPHAM INC
CIVIL ENGINEERING•SURVEYING•LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

CLARK PROFESSIONAL CENTER PHASE 2

A PORTION OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 33 EAST CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

MAP BOOK PAGE


HALIFAX RIVER
RIVERSIDE DRIVE 60' R/W
RIVERSIDE DRIVE 30' R/W
POB PART A
POINT A
PART A LOT 6
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
BLOCK 3 NORWOOD MAP BOOK 5, PAGE 1
LOT 4 NORWOOD MAP BOOK 5, PAGE 1
LOT 3 ALLANWOOD MAP BOOK 5, PAGE A
LOT 1 ALLANWOOD MAP BOOK 5, PAGE A
ALLANDALE MAP BOOK 2, PAGE 65 LOT 16
ALLAN PARK MAP BOOK 10 PAGE 226
PART OF LOT 13 ALLANDALE MAP BOOK 2, PAGE 65
BLOCK J ALLANDALE MAP BOOK 2, PAGE 65
BLOCK J MAP OF ALLANDALE MB 4, PG 146 AND MB 17, PG 166
4TH AMENDMENT INCLUDED IN OR 5923 PG 2515
DRAINAGE EASEMENT "A"
EXHIBIT C STORMWATER FACILITY OR 4550 PAGE 672
OR 3961 PG 4149
KATHERINE STREET PUBLIC 75'
JEAN FRANCES LANE PUBLIC 50'
KIRBY PLACE PUBLIC 50'
POINT OF REFERENCE POC
SOUTH RIDGEWOOD AVENUE (U.S. HIGHWAY #1)
RIDGEWOOD AVE US HIGHWAY NO 1 STATE ROAD 5
GRAPHIC SCALE 1"=60'
60 40 20 0 60 120
CURVE 1 DATA
CA= 3°59'55" 04°01'02" (P)
L = 70.16 70.49 (P)
R = 1005.37
CH = 70.15 70.47 (P)
CH BRG = N 37°50'51" W N 40°09'24" W (P)
N 42°10'15" W 371.14'(P)
N 40°22'38" W (SP) 371.17'
BASIS FOR BEARINGS
S 88°06'02" W 23.68' (M)
S 86°09'07" W 23.37' (P)
N 24°23'51" W 333.33'
N 24°22'12" W 21.20'
N 24°28'14" W 92.11'
N 24°23'19" W 99.25'
S 65°31'14" W 110.55' (M)
S 65°30'47" W 199.95'
S 65°37'08" W 199.66'
N 65°37'08" E 200.16'
N 65°32'19" E 199.11'
S 22°46'10" E 85.99'
N 22°46'10" W 85.99'
S 26°46'10" E 94.25'
N 65°37'08" E 30.01'
S 22°48'09" E 74.60'
S 41°07'04" E 199.07'
S 22°48'09" E 92.60'
N 65°34'24" E 87.61'
S 64°53'14" W 87.61'
S 22°50'28" E 1.98'
S 22°52'37" E 202.97'
S 22°49'41" E 19.82'
S 23°58'52" E 7.68'
S 23°15'07" E 109.55'
S 24°51'09" E 265.85'
S 24°44'26" E 50.00'
S 65°27'58" E 55.07'
S 65°20'02" W 233.20'
N 65°27'58" W 68.59'
N 65°52'49" W 159.79'
N 65°26'29" E 127.47'
N 64°41'58" E 173.86' (M)
N 64°38'59" E 200' (P) 200.66'
N 65°25'10" E 200' (P) 200.47'
N 65°25'18" E 200.30'
N 65°15'32" E 290.60'
N 65°21'30" E 237.84'
N 65°32'19" E 199.11'
S 65°25'18" E 200.04' 200' (P)
S 22°46'10" E 83.55'
S 22°46'10" E 85.99'
S 22°46'10" E 93'
S 22°46'10" E 100'
S 22°50'12" E 92.27'
S 22°55'53" E 99.35'(M)
S 23°07'35" E 83.82
S 23°07'35" E 85.97'
N 22°57'11" W 114.61'
N 23°06'52" W 132.55'
N 65°37'08" E 200.16'
N 65°37'14" E 279.84'
N 65°37'14" E 279.84'
N 65°37'14" E 279.84'
N 64°41'58" E 173.86' (M)
N 64°38'59" E 200' (P) 200.66'
N 65°25'10" E 200' (P) 200.47'
N 65°25'18" E 200.30'
N 65°15'32" E 290.60'
N 65°21'30" E 237.84'
N 65°32'19" E 199.11'
S 65°25'18" E 200.04' 200' (P)
S 65°52'49" W 159.79'
N 65°26'29" E 127.47'
S 65°31'23" E 123.99'
S 65°31'14" W 110.55' (M)
S 65°30'47" W 199.95'
S 65°37'08" W 199.66'
N 65°37'08" E 200.16'
N 65°32'19" E 199.11'
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S 65°37'08" W 199.66'
N 65°37'08" E 200.16'
N 65°32'19" E 199.11'
S 65°25'18" E 200.04' 200' (P)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (H34) Final Plat and Plans for Cornerstone Grove Subdivision, west side of Hidden Lake Drive, north of Yorktowne Boulevard, Case No. 17-50000002

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the final plat and plans for the Cornerstone Grove Subdivision, subject to approval of the Harmonizing Easement Vacation of 4750 Hidden Lake Drive.

SUMMARY: Planning Commission Action (4/27/17): Recommended Approval

The applicant requests approval of the Cornerstone Grove Subdivision Plat and Plans, to subdivide ±13 acres into a 64-lot duplex residential development, along with associated infrastructure and stormwater improvements. The subject property is located on the west side of Hidden Lake Drive, north of Yorktowne Boulevard. The subdivision plat and plans have been designed according to the requirements of the recently approved Cornerstone Grove Master Development Agreement (MDA) and Conceptual Development Plan (CDP), and the City's Land Development Code (LDC). The Cornerstone Grove MDA and CDP were approved by City Council at the March 28, 2017 meeting. The proposed subdivision will have access from Hidden Lake Drive and the future Yorktowne Boulevard. Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 64 residential lots.

In 2010, the previous property owner of the Cornerstone Grove site granted the City an easement that allows the City to access the portion of the site along the Yorktowne Boulevard right-of-way and to re-grade the site to accommodate Yorktowne Boulevard. The easement was requested in the event the road was built prior to the site being developed and re-grading between the road and undeveloped site was necessary. Because the site is being developed prior to the road being built and the grade of the site will be brought up to the grade of the future road, the property owner is requesting the City Council release a portion of the "harmonizing" easement to accommodate the subdivision layout. The partial easement release is a separate item on the June 20th agenda and will be heard prior to this item. Approval of the partial easement release is required for approval of the Cornerstone Grove Subdivision Plat and Plans.

The staff report is attached for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - Cornerstone Grove Subdivision.pdf
2.	Exhibit "A" - Plat	Cornerstone Grove Plat 5-11-17.pdf
3.	Exhibit "B" - Plans	Cornerstone Grove PUD Final Plans 5-11-17 - CC 6-20-17 Exhibit B.pdf
4.	Exhibit "C" - School Concurrency Letter	Cornerstone Grove School Concurrency Certificate.pdf

Briana Conlan-King	Created/Initiated - 05/31/2017
Tim Burman	Approved - 06/01/2017
Wayne Clark	Approved - 06/01/2017
Shannon Balmer	Approved - 06/06/2017
Jake Johansson	Approved - 06/06/2017
Robin Fenwick	Final Approval - 06/06/2017

STAFF REPORT
SUBDIVISION PLAT & PLANS / CORNERSTONE GROVE
CASE NO. 17-50000002

REQUEST:	Approval of the Cornerstone Grove Subdivision Plat and Plans
LOCATION:	West side of Hidden Lake Drive & Horizon Elementary School, north of Yorktowne Boulevard
OWNER/APPLICANT:	Geosam Capital US (Venetian Bay) LP
STAFF CONTACT:	Briana Conlan-King, Planner (386) 506-5676
PLANNING COMMISSION:	Recommended Approval, April 27, 2017
STAFF RECOMMENDATION:	Approval
CITY COUNCIL DATE:	June 20, 2017

DISCUSSION
The applicant requests approval of the Cornerstone Grove Subdivision Plat and Plans. If approved, the applicant proposes to subdivide ±13 acres into a 64-lot duplex residential development, along with associated infrastructure and stormwater improvements (Exhibit A). The subject property is located on the west side of Hidden Lake Drive, north of Yorktowne Boulevard (Figure 1 - Location Map).

Figure 1. Location Map



The subject property is currently undeveloped and zoned “PUD” (Planned Unit Development). It has been zoned PUD since 1998. The ±13-acre subject property’s Future Land Use designation is *Urban Medium Density Residential* (4-8 units/acre).

The subdivision plat and plans (Exhibits A and B) have been designed according to the requirements of the recently approved Cornerstone Grove PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), and the City’s Land Development Code (LDC). The Cornerstone Grove PUD MDA and CDP were approved by the City Council at their March 28, 2017 meeting. The proposed subdivision will have access from Hidden Lake Drive and the future Yorktowne Boulevard. The following subdivision improvements will be constructed:

- Access onto Hidden Lake Drive and roadway stub-out to connect to the future Yorktowne Boulevard;
- Water and sewer infrastructure;
- Public local streets (Pham Drive, Amber Lane and Stowers Street) within the subdivision (travel lanes, sidewalks, and streetlights);
- Stormwater drainage infrastructure;
- 10’-wide landscape buffer with a 6-foot PVC fence along Yorktowne Boulevard and Hidden Lake Drive;
- 50-foot canal easement and a 6-foot PVC fence adjacent to proposed residential lots along the north boundary;
- Entry signage and landscaping at the entrance off Hidden Lake Drive;
- Crosswalk at the intersection of Hidden Lake Drive and Yorktowne Boulevard, and Hidden Lake Drive and Amber Lane;
- Grading onto the adjacent Yorktowne Boulevard right-of-way; and
- Wetland preservation area of +/- 1.4 acres.

CONCURRENCY REVIEW
Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities, are currently available to serve the proposed 64-lot duplex residential development. The following discussion and table summarizes the impacts that the proposed development is expected to have on public facilities and services.

Water and Sewer
The City has available sanitary sewer and potable water capacity to accommodate the proposed 64-lot duplex subdivision. All lots will be provided with stub-outs for utilities. The developer will construct potable water and sanitary sewer lines in accordance with the Land Development Code and the utility plan for this project.

Stormwater Drainage
The City’s adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat the runoff from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs.

The stormwater treatment system for the subdivision consists of one wet detention pond and one dry retention pond. The system ultimately discharges to Spruce Creek, a nutrient impaired and Outstanding Florida Waterbody (OFW). The applicant has demonstrated that the system is designed to meet the OFW and nutrient discharge criteria. The system is designed to attenuate

the post-development peak rate of discharge to pre-development levels for the 25-year, 24-hour storm event.

Recreation and Open Space

The City's adopted level-of-service for recreational facilities includes acreage of parkland, and number of ball fields, basketball courts, multi-purpose fields, tennis courts, and neighborhood centers. According to the City's 2016 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories, and there are sufficient facilities to support the anticipated additional population from this subdivision.

School Capacity

The Volusia County School District determined that the adopted level-of-service will be met and capacity exists in the schools for the estimated students to be generated by the proposed development. According to the School Concurrency form issued by Volusia County Schools, the proposed development could generate twenty (20) full time students (Exhibit C).

Transportation

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th edition, a 64-lot duplex subdivision could generate an additional 372 daily trips (186 entering and 186 exiting). The ITE Trip Generation Manual is nationally recognized for conducting site impact studies, determining on-site circulation patterns, performing access management studies, and determining traffic signal timing. Capacity exists for the estimated trips to be generated by the proposed development. The future extension of Yorktowne Boulevard from Hidden Lake Drive to Willow Run Boulevard will further improve capacity in this area.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed subdivision is consistent with the Cornerstone Grove PUD Master Development Plan and Conceptual Development Plan that have already been determined to be consistent with the City's Comprehensive Plan. The overall Cornerstone Groves PUD allows for a maximum of 64 dwelling units.

REMAINING COMMENT

The applicant is requesting a partial release of a harmonizing easement.

> Harmonizing Easement: In 2010, the pervious property owner of the site granted the City an easement that allows the City to access the portion of the site along the Yorktowne Boulevard right-of-way and re-grade this area to accommodate the road. The easement was requested in case the road was built prior to the site being developed and re-grading between the road and undeveloped site was necessary. Because the site is being developed prior to the road being built and the grade of the site will be brought up to the grade of the future road, the applicant will be requesting the City Council to release a portion of the harmonizing easement to accommodate the subdivision layout.

RECOMMENDATION

Staff recommends approval of the final plat and plans for Cornerstone Grove Subdivision, subject to the approval of the Harmonizing Easement Release of 4750 Hidden Lake Drive.

ATTACHMENTS

Exhibit A – Subdivision Plat for Cornerstone Grove
Exhibit B – Subdivision Plans for Cornerstone Grove
Exhibit C – School Concurrency Letter for Cornerstone Grove

EXHIBIT "A"

RECEIVED
5-11-17
CITY OF PORT ORANGE
Community Development

REVISED

CORNERSTONE GROVE

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,

GENERAL NOTES:

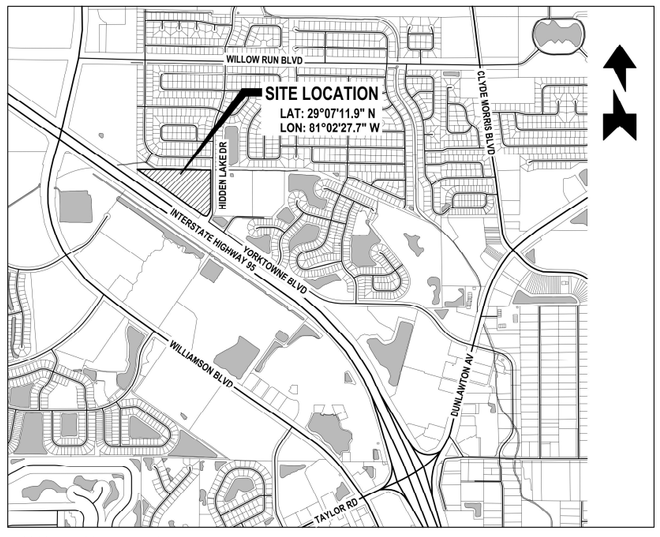
1. □ FD 4" X 4" CONCRETE MONUMENT (AS NOTED) ■ SET 4" X 4" CONCRETE MONUMENT PRM LB 7967 ⊙ SET PERMANENT CONTROL POINT (PCP) NAIL AND DISK LS 6378, LB 7967
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. ALL MEASUREMENT DIMENSIONS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12 = 3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINES RELATIVE TO CURVES.
7. BEARING STRUCTURE (N 56°25'25" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD (100' RIGHT-OF-WAY(NOT OPEN), FLORIDA. FOR ANGLE MEASUREMENT ONLY.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
12. TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUCTED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAR, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUCTED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
13. THE COMMON AREAS GRANTED TO CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANT RIGHT TO THE GENERAL PUBLIC.
14. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
15. BUILDING SETBACK REQUIREMENTS:
    - FRONT - 13 FT; 0 FT FOR ATTACHED STRUCTURES
    - REAR - 15 FT; 0 FT FOR ATTACHED STRUCTURES; 6FT FOR LOT 39
    - SIDE - 7.5 FT
    - SIDE CORNER - EQUAL TO FRONT SETBACK
    - MINIMUM COMMON OPEN SPACE = 60%
    - MAXIMUM BUILDING LOT COVERAGE = 50%
    - MAXIMUM BUILDING HEIGHT = 35'
    - LOT MINIMUM OPEN SPACE = 20%
    - LOT MAXIMUM IMPERVIOUS AREA = 80%
16. ALL PRIVATE UTILITY, ACCESS, DRAINAGE AND MAINTENANCE EASEMENTS OVER PRIVATE, SHARED DRIVEWAYS ARE INTENDED TO BE RECIPROCAL EASEMENTS TO AND AMONG THE AFFECTED LOT OWNERS FOR PRIVATE UTILITY SERVICE LATERALS, PRIVATE ACCESS, SHARED DRAINAGE AND MAINTENANCE PURPOSES.
17. RETENTION AREAS / COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER / GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
18. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORMWATER FROM ADJOINING, OFF-SITE DEDICATED RIGHTS-OF-WAY.
19. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS, BIKE PATHS, PEDESTRIAN WALKWAYS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN AMBER LANE.
20. THIS PLAT IS SUBJECT TO THE CORNERSTONE GROVE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7381, PAGES 4290 THROUGH 4311 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. THE ARTICLES OF INCORPORATION FOR THE CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE CORNERSTONE HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1366 N US Highway 1., Ste 604, Ormond Beach Florida 32174
Voice: 386.672.3633 a1ageoinc@gmail.com
LB # 7967

LEGAL DESCRIPTION: (PER O.R. 7129 PG. 1213-1214)

A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 18, RUN S01°43'30"E ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 2640.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE S89°41'53"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 2055.18 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 (A 350 FOOT WIDE RIGHT OF WAY) AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 3994.83 FEET, A CENTRAL ANGLE OF 05°49'28" AND A CHORD BEARING OF N53°30'41"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, 406.11 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 2161.92 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N33°34'35"E, 100.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3557, PAGE 1879 AND OFFICIAL RECORDS BOOK 3718, PAGE 1042, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 1444.30 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE N01°54'42"W ALONG SAID WEST SECTION LINE 16.36 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, SAID PUBLIC RECORDS; THENCE DEPART SAID WEST SECTION LINE N89°53'28"E ALONG SAID WESTERLY PROLONGATION AND SAID SOUTH BOUNDARY LINE AND THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86- 87, OF SAID PUBLIC RECORDS, 1279.44 FEET; THENCE DEPART SAID LINE S00°57'27"E, 671.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 34°32'02"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 114.52 FEET; THENCE S33°34'35"W, 37.00 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF S78°34'35"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 11.804 ACRES MORE OR LESS.



LOCATION MAP

SCALE: 1" = 1,200'

INDEX OF SHEETS:

SHEET 1 - COVER AND DEDICATIONS
SHEET 2 - KEY MAP
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SHEET 7 - DETAIL SHEET
SHEET 8 - EASEMENT DETAILS
SHEET 9 - EASEMENT DETAILS

ABBREVIATIONS AND LEGEND:

CA	CENTRAL ANGLE (DELTA)	LC	LICENSED CORPORATION
CB	CHORD BEARING	LLC	LIMITED LIABILITY COMPANY
CH	CHORD	LS	LICENSED SURVEYOR
CM	CONCRETE MONUMENT	NO	NUMBER
D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT	O.R.	OFFICIAL RECORDS BOOK
DWG	DRAWING	P.A.	PROFESSIONAL ASSOCIATION
FAX	FACSIMILE	PG.	PAGE
FD	FOUND	PRM	PERMANENT REFERENCE MONUMENT
FL	FLORIDA	PSM	PROFESSIONAL SURVEYOR AND MAPPER
ID	IDENTIFICATION	R	RADIUS
IRC	IRON ROD & CAP	R/W	RIGHT-OF-WAY
L	LENGTH	S.J.R.W.M.D.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
LB	LICENSED BUSINESS	℄	CENTERLINE RIGHT-OF-WAY

PLAT BOOK _____ PAGE _____

DEDICATION

KNOW BY ALL THESE PRESENTS, THAT GEOSAM CAPITAL US (VENETIAN BAY) LP, A DELAWARE LIMITED PARTNERSHIP, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT "CORNERSTONE GROVE", LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED. ALL STREETS, ROADS AND OTHER RIGHTS-OF-WAY SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, DEDICATED TO THE CITY OF PORT ORANGE. ALL POTABLE WATER AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT, UNLESS OTHERWISE INDICATED, ARE GRANTED TO THE BENEFITED LOT OWNERS. ALL PRIVATE UTILITY, ACCESS, DRAINAGE AND MAINTENANCE EASEMENTS ARE GRANTED AS RECIPROCAL EASEMENTS TO THE BENEFITED AND IMPACTED LOTS FOR PURPOSES DESCRIBED IN THE GENERAL NOTES. TRACTS "A", "B", "C", "D" AND "E" DEPICTED HEREON AS COMMON AREAS ARE HEREBY GRANTED TO CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. CONSERVATION EASEMENTS "1" AND "2" OVER S.J.R.W.M.D. CONSERVATION AREAS AS SHOWN HEREON ARE GRANTED TO THE CITY OF PORT ORANGE.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW AND ITS SEAL AFFIXED HERETO ON THIS _____ DAY OF _____, 2017.

OWNER: GEOSAM CAPITAL US GP LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF GEOSAM CAPITAL US (VENETIAN BAY) LP, A DELAWARE LIMITED PARTNERSHIP

BY: _____

PRINT NAME: _____

TITLE: _____

SIGNED IN THE PRESENCE OF:

1) _____ 2) _____

PRINT NAME: _____ PRINT NAME: _____

STATE OF FLORIDA, COUNTY OF VOLUSIA

THIS IS TO CERTIFY, THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____ AS _____ OF _____, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED THE FOLLOWING IDENTIFICATION _____, AND DID / DID NOT TAKE AN OATH THAT HE/SHE IS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER THERETO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID LIMITED LIABILITY COMPANY IS AFFIXED HERETO; AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____

NOTARY PUBLIC [NOTARY STAMP]

CERTIFICATE OF CLERK

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FOUND THAT IT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2017,

AT _____, FILE # _____.

BY: _____

CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA.

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY , THAT I HAVE EXAMINED THE FORGOING PLAT ENTITLED "CORNERSTONE GROVE" FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR MAPPER OF RECORD A LIST OF DEVIATIONS. IF ANY, FROM SUCH REQUIREMENTS.

_____ _____
SIGNATURE DATE

PRINTED NAME: _____ _____
P.L.S. / P.S.M. NUMBER

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW BY ALL THESE PRESENTS. THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "CORNERSTONE GROVE" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

_____ _____
ANTHONY SANZONE DATE
P.S.M. NUMBER 6309
A1A GEO, INC.
1366 N US HIGHWAY 1., STE 604, CERTIFICATE OF AUTHORIZATION No.
ORMOND BEACH FLORIDA 32174 (LB) LICENSED BUSINESS #7967

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "CORNERSTONE GROVE" WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON THIS _____DAY OF _____, 2017.

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF PORT ORANGE CLERK OF THE CITY OF PORT ORANGE

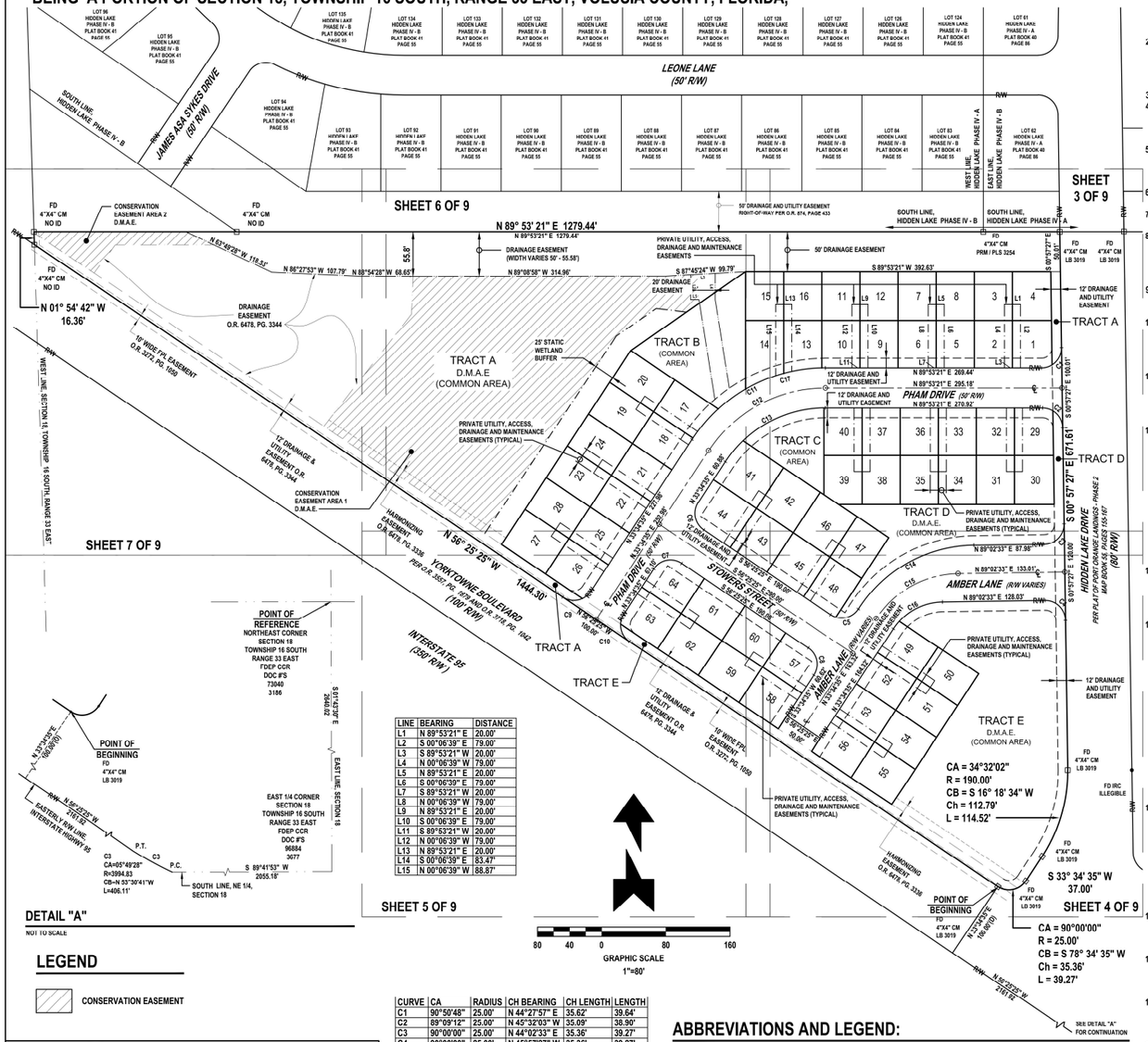
PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "CORNERSTONE GROVE" WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2017.

BY: _____
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

CORNERSTONE GROVE

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,



LINE	BEARING	DISTANCE
L1	S 89°53'21" E	20.00'
L2	S 00°06'39" E	79.00'
L3	S 89°53'21" W	20.00'
L4	N 00°06'39" W	79.00'
L5	N 89°53'21" E	20.00'
L6	S 00°06'39" E	79.00'
L7	S 89°53'21" W	20.00'
L8	N 00°06'39" W	79.00'
L9	N 89°53'21" E	20.00'
L10	S 00°06'39" E	79.00'
L11	S 89°53'21" W	20.00'
L12	N 00°06'39" W	79.00'
L13	N 89°53'21" E	20.00'
L14	S 00°06'39" E	83.47'
L15	N 00°06'39" W	88.87'

CURVE	CA	RADIUS	CH BEARING	CH LENGTH	LENGTH
C1	90°50'48"	25.00'	N 44°27'57" E	35.62'	39.64'
C2	89°09'12"	25.00'	N 45°32'03" W	35.09'	38.90'
C3	90°00'00"	25.00'	N 44°02'33" E	35.36'	39.27'
C4	90°00'00"	25.00'	N 45°57'27" W	35.36'	39.27'
C5	90°00'00"	25.00'	N 78°34'35" E	35.36'	39.27'
C6	90°00'00"	25.00'	S 11°25'25" E	35.36'	39.27'
C7	90°00'00"	25.00'	S 78°34'35" W	35.36'	39.27'
C8	90°00'00"	25.00'	N 11°25'25" W	35.36'	39.27'
C9	90°00'00"	25.00'	S 78°34'35" W	35.36'	39.27'
C10	90°00'00"	25.00'	N 11°25'25" W	35.36'	39.27'
C11	56°18'46"	200.00'	S 61°43'58" W	188.75'	196.57'
C12	56°18'46"	175.00'	S 61°43'58" W	165.16'	172.00'
C13	56°18'46"	150.00'	S 61°43'58" W	141.56'	147.43'
C14	55°27'58"	175.00'	S 61°18'34" W	162.87'	169.41'
C15	55°27'58"	125.00'	N 61°18'34" E	116.34'	121.01'
C16	55°27'58"	75.00'	S 61°18'34" W	69.80'	72.60'
C17	05°56'14"	200.00'	S 74°47'09" W	20.72'	20.72'

DETAIL "A"
NOT TO SCALE

LEGEND

CONSERVATION EASEMENT

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
11 Coolidge Ave., Ste J Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

ABBREVIATIONS AND LEGEND:

CA	CENTRAL ANGLE (DELTA)	LC	LICENSED CORPORATION
CB	CHORD BEARING	LLC	LIMITED LIABILITY COMPANY
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ID	IDENTIFICATION	R	RADIUS
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L	LENGTH	S.J.R.W.M.D.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
LB	LICENSED BUSINESS	℄	CENTERLINE RIGHT-OF-WAY

PLAT BOOK _____ PAGE _____

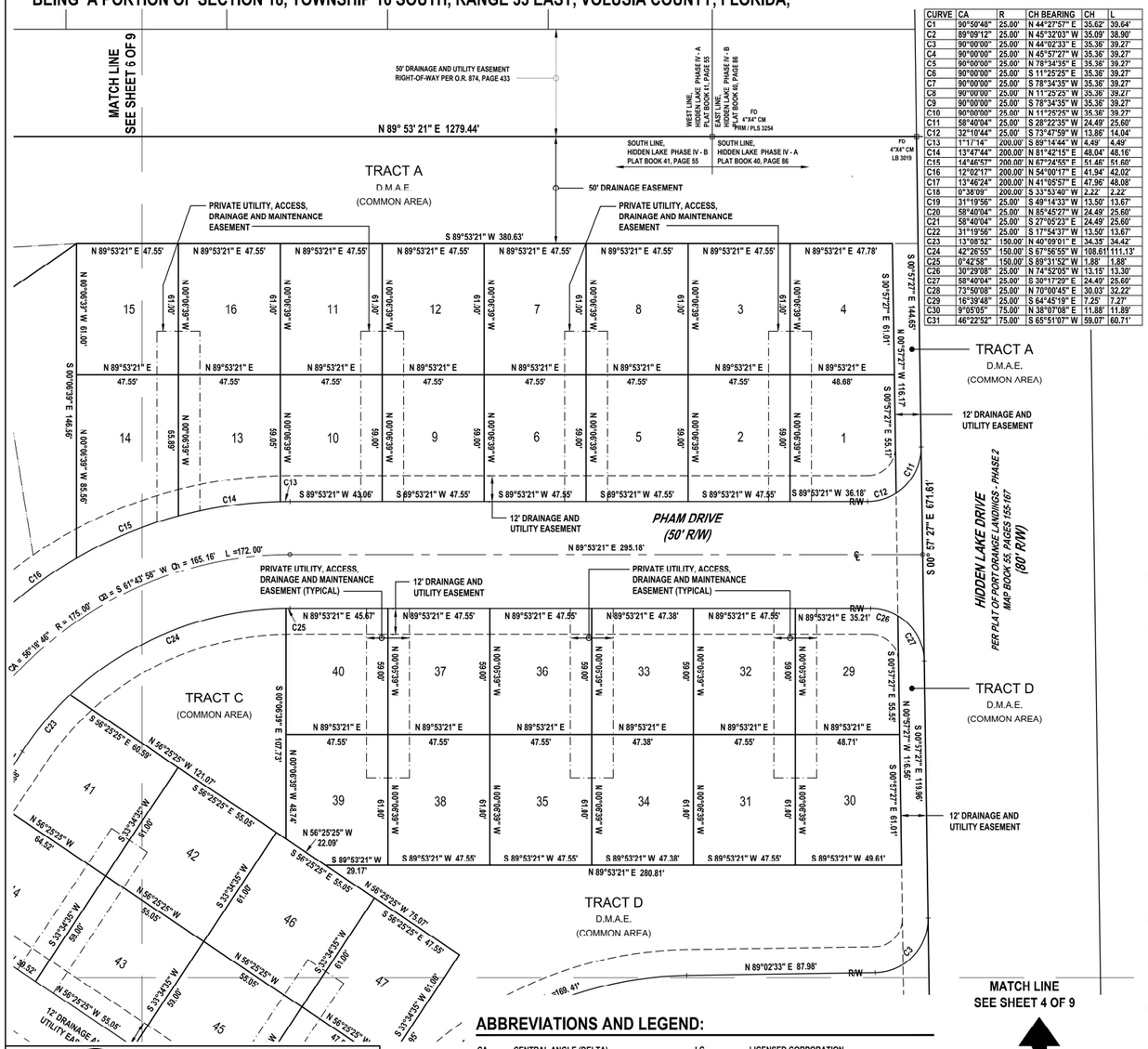
GENERAL NOTES:

1. □ FD 4" X 4" CONCRETE MONUMENT (AS NOTED) ⊙ SET PERMANENT CONTROL POINT (PCP) NAIL AND DISK LS 6378, LB 7967
   ■ SET 4" X 4" CONCRETE MONUMENT PRM LB 7967
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. ALL MEASUREMENT DIMENSIONS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12 = 3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY:
   THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINES RELATIVE TO CURVES.
7. BEARING STRUCTURE (N 56°25'25" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD (100' RIGHT-OF-WAY(NOT OPEN), FLORIDA. FOR ANGLE MEASUREMENT ONLY.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
12. TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUCTED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAR, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUCTED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
13. THE COMMON AREAS GRANTED TO CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANT RIGHT TO THE GENERAL PUBLIC.
14. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
15. BUILDING SETBACK REQUIREMENTS:
    FRONT - 13 FT; 0 FT FOR ATTACHED STRUCTURES
    REAR - 15 FT; 0 FT FOR ATTACHED STRUCTURES; 6FT FOR LOT 39
    SIDE - 7.5 FT
    SIDE CORNER - EQUAL TO FRONT SETBACK
    MINIMUM COMMON OPEN SPACE = 60%
    MAXIMUM BUILDING LOT COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35'
    LOT MINIMUM OPEN SPACE = 20%
    LOT MAXIMUM IMPERVIOUS AREA = 80%
16. ALL PRIVATE UTILITY, ACCESS, DRAINAGE AND MAINTENANCE EASEMENTS OVER PRIVATE, SHARED DRIVEWAYS ARE INTENDED TO BE RECIPROCAL EASEMENTS TO AND AMONG THE AFFECTED LOT OWNERS FOR PRIVATE UTILITY SERVICE LATERALS, PRIVATE ACCESS, SHARED DRAINAGE AND MAINTENANCE PURPOSES.
17. RETENTION AREAS / COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER / GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
18. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORMWATER FROM ADJOINING, OFF-SITE DEDICATED RIGHTS-OF-WAY.
19. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS, BIKE PATHS, PEDESTRIAN WALKWAYS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN AMBER LANE.
20. THIS PLAT IS SUBJECT TO THE CORNERSTONE GROVE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7381, PAGES 4290 THROUGH 4311 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. THE ARTICLES OF INCORPORATION FOR THE CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE CORNERSTONE HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CORNERSTONE GROVE

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,

PLAT BOOK _____ PAGE _____



CURVE	CA	R	CH BEARING	CH	L
C1	90°50'48"	25.00'	N 44°27'57" E	35.62'	39.64'
C2	89°09'12"	25.00'	N 45°32'03" W	35.09'	38.90'
C3	90°00'00"	25.00'	N 44°02'33" E	35.36'	39.27'
C4	90°00'00"	25.00'	N 45°57'27" W	35.36'	39.27'
C5	90°00'00"	25.00'	N 78°34'35" E	35.36'	39.27'
C6	90°00'00"	25.00'	S 11°25'25" E	35.36'	39.27'
C7	90°00'00"	25.00'	S 78°34'35" W	35.36'	39.27'
C8	90°00'00"	25.00'	N 11°25'25" W	35.36'	39.27'
C9	90°00'00"	25.00'	S 78°34'35" W	35.36'	39.27'
C10	90°00'00"	25.00'	N 11°25'25" W	35.36'	39.27'
C11	58°40'04"	25.00'	S 28°22'35" W	24.49'	25.60'
C12	32°10'44"	25.00'	S 73°47'59" W	13.86'	14.04'
C13	1°17'14"	200.00'	S 89°14'44" W	4.49'	4.49'
C14	13°47'44"	200.00'	N 81°42'15" E	48.04'	48.16'
C15	14°46'57"	200.00'	N 67°24'55" E	51.45'	51.60'
C16	12°02'17"	200.00'	N 54°00'17" E	41.94'	42.02'
C17	13°46'24"	200.00'	N 41°05'57" E	47.96'	48.08'
C18	0°38'09"	200.00'	S 33°53'40" W	2.22'	2.22'
C19	31°19'56"	25.00'	S 49°14'33" W	13.50'	13.67'
C20	58°40'04"	25.00'	N 85°45'27" E	24.49'	25.60'
C21	58°40'04"	25.00'	S 27°05'23" E	24.49'	25.60'
C22	31°19'56"	25.00'	S 17°54'37" W	13.50'	13.67'
C23	13°08'52"	150.00'	N 40°09'01" E	34.35'	34.42'
C24	42°26'55"	150.00'	S 67°56'55" W	108.61'	111.13'
C25	0°42'58"	150.00'	S 89°31'52" W	1.88'	1.88'
C26	30°29'08"	25.00'	N 74°52'05" W	13.15'	13.30'
C27	58°40'04"	25.00'	S 30°17'29" E	24.49'	25.60'
C28	73°59'08"	25.00'	N 70°00'45" E	30.03'	32.22'
C29	16°39'48"	25.00'	S 64°45'19" E	7.25'	7.27'
C30	9°05'05"	75.00'	N 38°07'08" E	11.88'	11.89'
C31	46°22'52"	75.00'	S 65°51'07" W	59.07'	60.71'

GENERAL NOTES:

1. □ FD 4" X 4" CONCRETE MONUMENT (AS NOTED) ⊙ SET PERMANENT CONTROL POINT (PCP) NAIL AND DISK LS 6378, LB 7967
   ■ SET 4" X 4" CONCRETE MONUMENT PRM LB 7967
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. ALL MEASUREMENT DIMENSIONS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12 = 3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY:
   THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINES RELATIVE TO CURVES.
7. BEARING STRUCTURE (N 56°25'25" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD (100' RIGHT-OF-WAY)(NOT OPEN), FLORIDA. FOR ANGLE MEASUREMENT ONLY.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
12. TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUCTED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAR, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUCTED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
13. THE COMMON AREAS GRANTED TO CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANT RIGHT TO THE GENERAL PUBLIC.
14. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
15. BUILDING SETBACK REQUIREMENTS:
    FRONT - 13 FT; 0 FT FOR ATTACHED STRUCTURES
    REAR - 15 FT; 0 FT FOR ATTACHED STRUCTURES; 6FT FOR LOT 39
    SIDE - 7.5 FT
    SIDE CORNER - EQUAL TO FRONT SETBACK
    MINIMUM COMMON OPEN SPACE = 60%
    MAXIMUM BUILDING LOT COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35'
    LOT MINIMUM OPEN SPACE = 20%
    LOT MAXIMUM IMPERVIOUS AREA = 80%
16. ALL PRIVATE UTILITY, ACCESS, DRAINAGE AND MAINTENANCE EASEMENTS OVER PRIVATE, SHARED DRIVEWAYS ARE INTENDED TO BE RECIPROCAL EASEMENTS TO AND AMONG THE AFFECTED LOT OWNERS FOR PRIVATE UTILITY SERVICE LATERALS, PRIVATE ACCESS, SHARED DRAINAGE AND MAINTENANCE PURPOSES.
17. RETENTION AREAS / COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER / GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
18. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORMWATER FROM ADJOINING, OFF-SITE DEDICATED RIGHTS-OF-WAY.
19. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS, BIKE PATHS, PEDESTRIAN WALKWAYS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN AMBER LANE.
20. THIS PLAT IS SUBJECT TO THE CORNERSTONE GROVE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7381, PAGES 4290 THROUGH 4311 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
21. THE ARTICLES OF INCORPORATION FOR THE CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE CORNERSTONE HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ABBREVIATIONS AND LEGEND:

CA	CENTRAL ANGLE (DELTA)	LC	LICENSED CORPORATION
CB	CHORD BEARING	LLC	LIMITED LIABILITY COMPANY
CH	CHORD	LS	LICENSED SURVEYOR
CM	CONCRETE MONUMENT	NO	NUMBER
D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT	O.R.	OFFICIAL RECORDS BOOK
DWG	DRAWING	P.A.	PROFESSIONAL ASSOCIATION
FAX	FACSIMILE	PG.	PAGE
FD	FOUND	PRM	PERMANENT REFERENCE MONUMENT
FL	FLORIDA	PSM	PROFESSIONAL SURVEYOR AND MAPPER
ID	IDENTIFICATION	R	RADIUS
IRC	IRON ROD & CAP	R/W	RIGHT-OF-WAY
L	LENGTH	S.J.R.W.M.D.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
LB	LICENSED BUSINESS	℄	CENTERLINE RIGHT-OF-WAY

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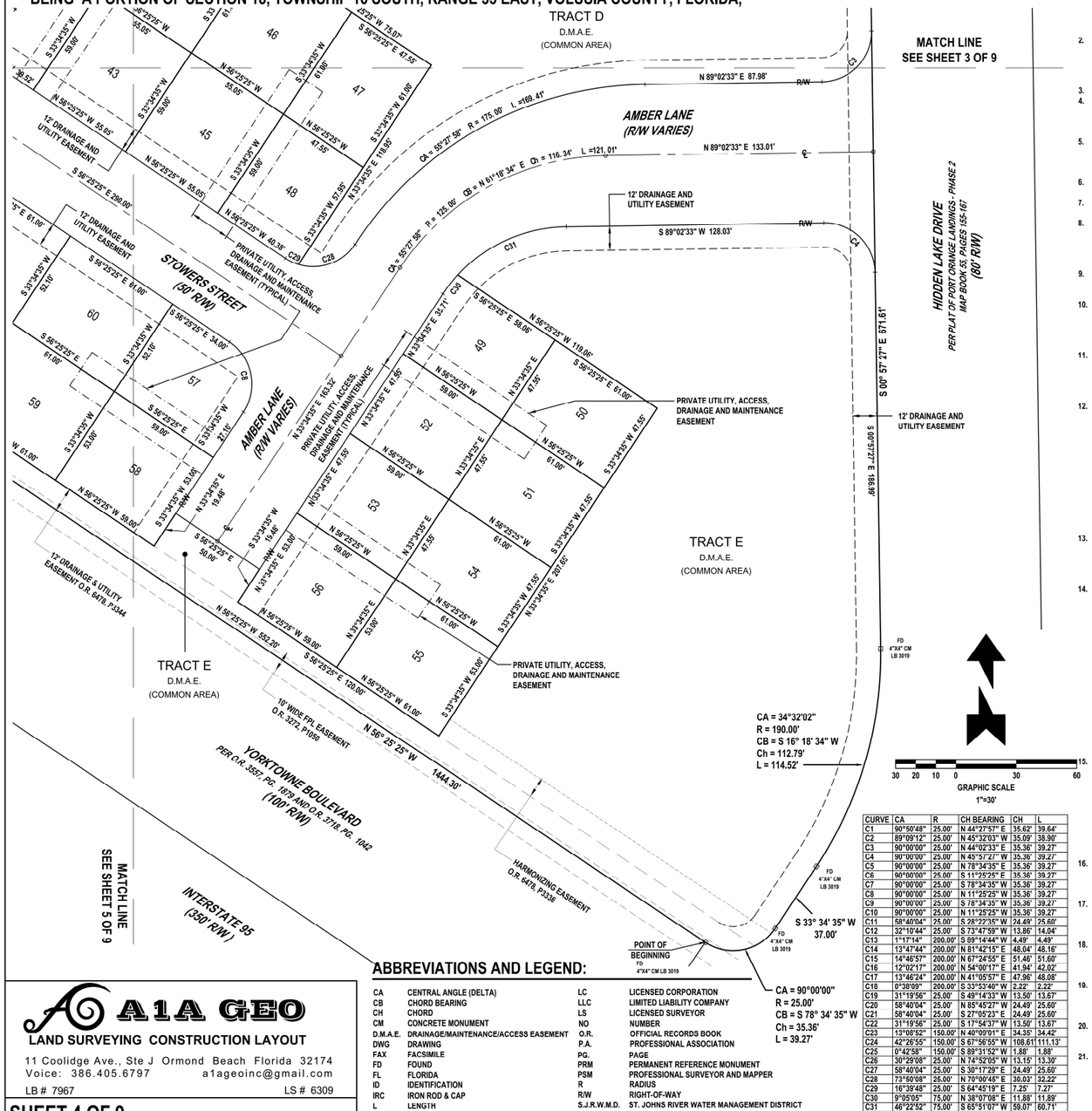
11 Coolidge Ave., Ste J Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

CORNERSTONE GROVE

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,

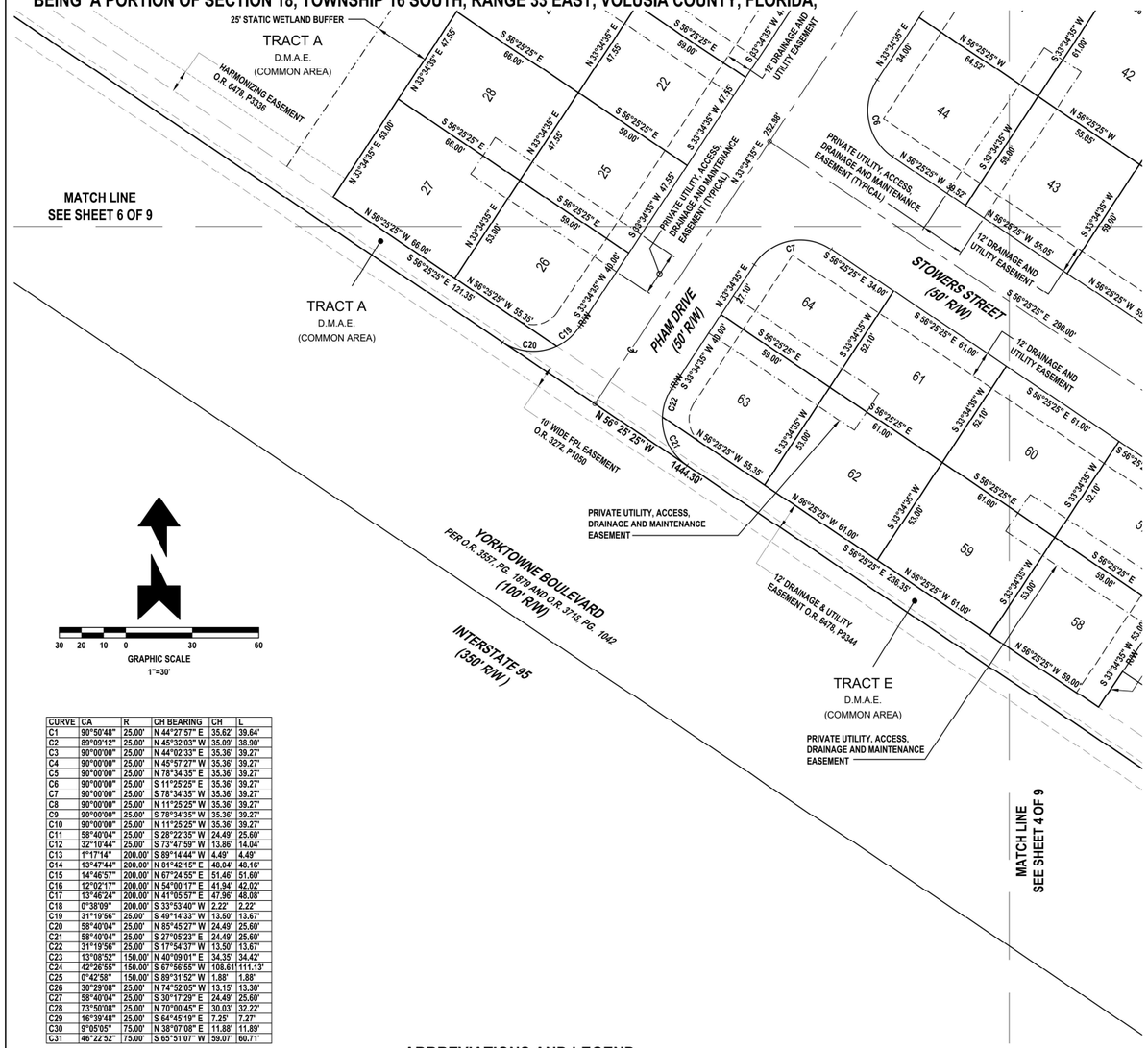
PLAT BOOK _____ PAGE _____


TRACT D
D.M.A.E.
(COMMON AREA)
MATCH LINE
SEE SHEET 3 OF 9
AMBER LANE
(R/W VARIES)
HIDDEN LAKE DRIVE
PER PLAT OF PORT ORANGE LANDINGS - PHASE 2
MAP BOOK 55, PAGES 155-167
(80' R/W)
STOWERS STREET
(50' R/W)
12' DRAINAGE AND UTILITY EASEMENT
PRIVATE UTILITY, ACCESS, DRAINAGE AND MAINTENANCE EASEMENT
TRACT E
D.M.A.E.
(COMMON AREA)
12' DRAINAGE & UTILITY EASEMENT O.R. 6478, P.3344
10' WIDE FPL EASEMENT O.R. 3272, P.1059
YORKTOWNE BOULEVARD
PER O.R. 3571, PG. 1879 AND O.R. 3718, PG. 1042
(100' R/W)
HARMONIZING EASEMENT O.R. 6478, P.3336
INTERSTATE 95
(350' R/W)
MATCH LINE
SEE SHEET 5 OF 9
POINT OF BEGINNING
FD 4"X4" CM LB 3019
CA = 34°32'02"
R = 190.00'
CB = S 16° 18' 34" W
Ch = 112.79'
L = 114.52'
CA = 90°00'00"
R = 25.00'
CB = S 78° 34' 35" W
Ch = 35.36'
L = 39.27'
S 33° 34' 35" W
37.00'
S 00° 57' 27" E 671.61'
S 00°57'27" E 166.89'
N 89°02'33" E 87.98'
N 89°02'33" E 133.01'
S 89°02'33" W 128.03'
CA = 55°27' 58" R = 175.00' L =169.41'
CA = 55°27' 58" R = 125.00' CB = N 61°18' 34" E Ch = 116.34' L =121.01'
N 56°25'25" W 1444.30'
N 56°25'25" W 552.20'
S 56°25'25" E 290.00'
N 56°25'25" W 59.00'
N 56°25'25" W 55.05'
N 56°25'25" W 40.36'
S 56°25'25" E 120.00'
S 56°25'25" E 61.00'
S 56°25'25" E 34.00'
S 56°25'25" E 50.00'
S 56°25'25" E 59.00'
S 56°25'25" E 61.00'
S 56°25'25" E 47.55'
S 56°25'25" E 75.07'
N 56°25'25" W 59.00'
N 56°25'25" W 61.00'
N 56°25'25" W 47.55'
N 56°25'25" W 59.00'
N 56°25'25" W 61.00'
S 56°25'25" E 59.00'
N 56°25'25" W 119.06'
S 56°25'25" E 61.00'
N 56°25'25" W 59.00'
N 56°25'25" W 61.00'
S 56°25'25" E 61.00'
S 56°25'25" W 61.00'
S 56°25'25" W 59.00'
S 56°25'25" W

CORNERSTONE GROVE

PLAT BOOK _____ PAGE _____

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,



CURVE	CA	R	CH BEARING	CH	L
C1	90°59'48"	25.00'	N 44°27'57" E	35.62'	39.64'
C2	89°09'12"	25.00'	N 45°33'03" W	35.09'	38.90'
C3	90°00'00"	25.00'	N 44°02'33" E	35.36'	39.27'
C4	90°00'00"	25.00'	N 45°57'27" W	35.36'	39.27'
C5	90°00'00"	25.00'	N 78°34'35" E	35.36'	39.27'
C6	90°00'00"	25.00'	S 11°25'25" E	35.36'	39.27'
C7	90°00'00"	25.00'	S 78°34'35" W	35.36'	39.27'
C8	90°00'00"	25.00'	N 11°25'25" W	35.36'	39.27'
C9	90°00'00"	25.00'	S 78°34'35" W	35.36'	39.27'
C10	90°00'00"	25.00'	N 11°25'25" W	35.36'	39.27'
C11	58°40'04"	25.00'	S 28°22'35" W	24.49'	25.60'
C12	32°10'44"	25.00'	S 73°47'59" W	13.86'	14.04'
C13	1°17'14"	200.00'	S 89°14'44" W	4.49'	4.49'
C14	13°47'44"	200.00'	N 81°42'15" E	48.04'	48.16'
C15	14°46'57"	200.00'	N 67°24'55" E	51.46'	51.60'
C16	12°02'17"	200.00'	N 54°00'17" E	41.94'	42.02'
C17	13°46'24"	200.00'	N 41°05'57" E	47.96'	48.08'
C18	0°38'09"	200.00'	S 33°53'40" W	2.22'	2.22'
C19	31°19'56"	25.00'	S 49°14'33" W	13.60'	13.67'
C20	58°40'04"	25.00'	N 85°45'27" W	24.49'	25.60'
C21	58°40'04"	25.00'	S 27°05'23" E	24.49'	25.60'
C22	31°19'56"	25.00'	S 17°54'37" W	13.50'	13.67'
C23	13°08'52"	150.00'	N 40°09'01" E	34.35'	34.42'
C24	42°26'55"	150.00'	S 67°56'55" W	108.61'	111.13'
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C26	30°29'08"	25.00'	N 74°52'05" W	13.15'	13.30'
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SHEET 5 OF 9

GENERAL NOTES:

1. □ FD 4" X 4" CONCRETE MONUMENT (AS NOTED) ■ SET 4" X 4" CONCRETE MONUMENT PRM LB 7967 ⊙ SET PERMANENT CONTROL POINT (PCP) NAIL AND DISK LS 6378, LB 7967
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8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
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15. BUILDING SETBACK REQUIREMENTS:
    FRONT - 13 FT; 0 FT FOR ATTACHED STRUCTURES
    REAR - 15 FT; 0 FT FOR ATTACHED STRUCTURES; 6FT FOR LOT 39
    SIDE - 7.5 FT
    SIDE CORNER - EQUAL TO FRONT SETBACK
    MINIMUM COMMON OPEN SPACE = 60%
    MAXIMUM BUILDING LOT COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35'
    LOT MINIMUM OPEN SPACE = 20%
    LOT MAXIMUM IMPERVIOUS AREA = 80%
16. ALL PRIVATE UTILITY, ACCESS, DRAINAGE AND MAINTENANCE EASEMENTS OVER PRIVATE, SHARED DRIVEWAYS ARE INTENDED TO BE RECIPROCAL EASEMENTS TO AND AMONG THE AFFECTED LOT OWNERS FOR PRIVATE UTILITY SERVICE LATERALS, PRIVATE ACCESS, SHARED DRAINAGE AND MAINTENANCE PURPOSES.
17. RETENTION AREAS / COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER / GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
18. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORMWATER FROM ADJOINING, OFF-SITE DEDICATED RIGHTS-OF-WAY.
19. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. SHALL OWN AND BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING, IRRIGATION, SIDEWALKS, BIKE PATHS, PEDESTRIAN WALKWAYS AND IMPROVEMENTS CONSTRUCTED WITHIN ALL COMMON AREAS AND THE MEDIAN IN AMBER LANE.
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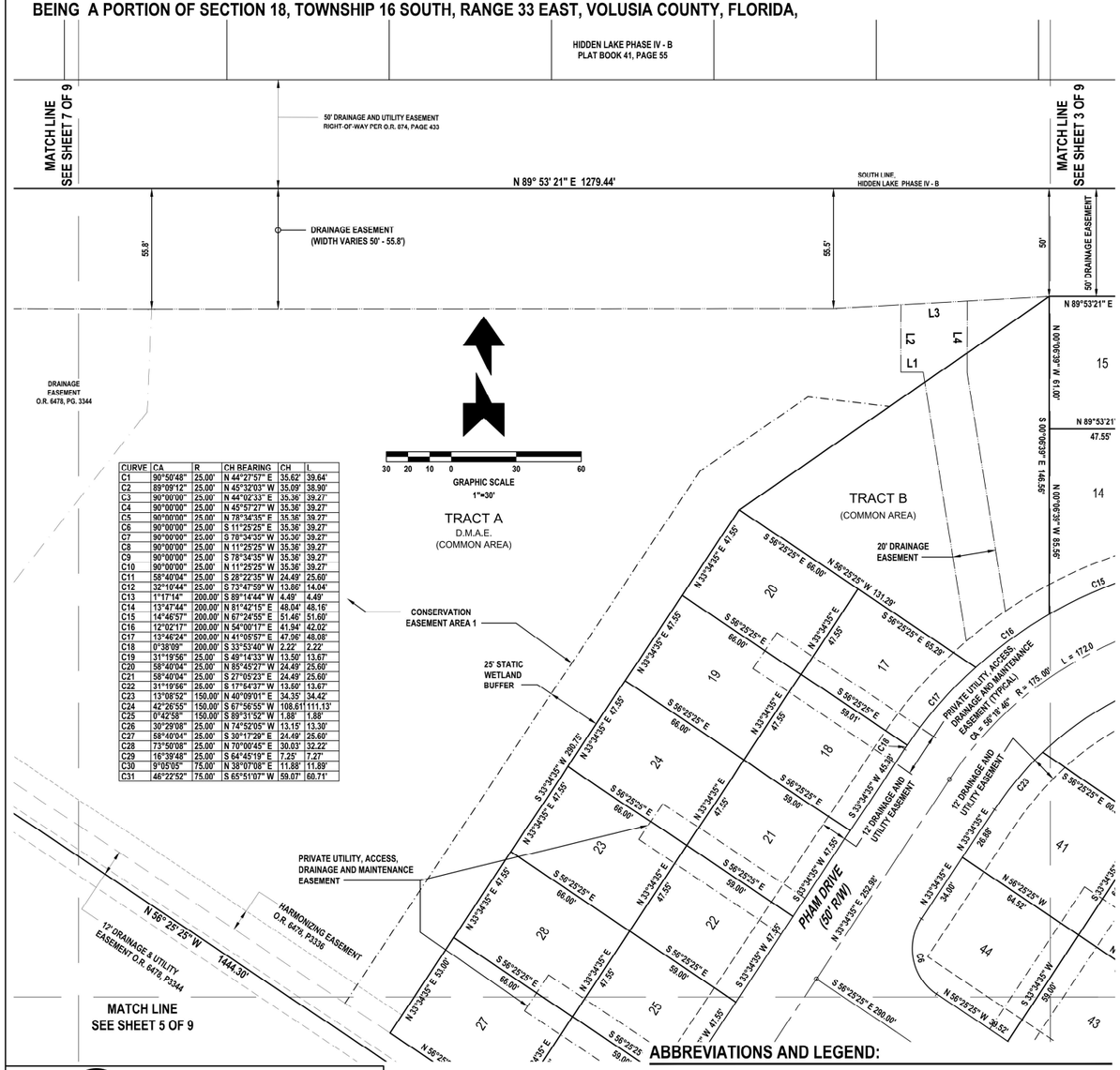
CORNERSTONE GROVE

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,



CURVE	CA	R	CH BEARING	CH	L
C1	90°50'48"	25.00'	N 44°27'57" E	35.62'	39.64'
C2	89°09'12"	25.00'	N 45°32'03" W	35.09'	38.90'
C3	90°00'00"	25.00'	N 44°02'33" E	35.36'	39.27'
C4	90°00'00"	25.00'	N 45°57'27" W	35.36'	39.27'
C5	90°00'00"	25.00'	N 78°34'35" E	35.36'	39.27'
C6	90°00'00"	25.00'	S 11°25'25" E	35.36'	39.27'
C7	90°00'00"	25.00'	S 78°34'35" W	35.36'	39.27'
C8	90°00'00"	25.00'	N 11°25'25" W	35.36'	39.27'
C9	90°00'00"	25.00'	S 78°34'35" W	35.36'	39.27'
C10	90°00'00"	25.00'	N 11°25'25" W	35.36'	39.27'
C11	58°40'04"	25.00'	S 28°22'35" W	24.49'	25.60'
C12	32°10'44"	25.00'	S 73°47'59" W	13.86'	14.04'
C13	1°17'14"	200.00'	S 89°14'44" W	4.49'	4.49'
C14	13°47'44"	200.00'	N 81°42'15" E	48.04'	48.16'
C15	14°46'57"	200.00'	N 67°24'55" E	51.46'	51.60'
C16	12°02'17"	200.00'	N 54°00'17" E	41.94'	42.02'
C17	13°46'24"	200.00'	N 41°05'57" E	47.06'	48.08'
C18	0°38'09"	200.00'	S 33°53'40" W	2.22'	2.22'
C19	31°19'56"	25.00'	S 49°14'33" W	13.50'	13.67'
C20	58°40'04"	25.00'	N 85°45'27" W	24.49'	25.60'
C21	58°40'04"	25.00'	S 27°05'23" E	24.49'	25.60'
C22	31°19'56"	25.00'	S 17°54'37" W	13.50'	13.67'
C23	13°08'52"	150.00'	N 40°09'01" E	34.35'	34.42'
C24	42°26'55"	150.00'	S 67°56'55" W	108.61'	111.13'
C25	0°42'58"	150.00'	S 89°31'52" W	1.88'	1.88'
C26	30°29'08"	25.00'	N 74°52'05" W	13.15'	13.30'
C27	58°40'04"	25.00'	S 30°17'29" E	24.49'	25.60'
C28	73°50'08"	25.00'	N 70°00'45" E	30.03'	32.22'
C29	16°39'48"	25.00'	S 64°45'19" E	7.25'	7.27'
C30	9°05'05"	75.00'	N 38°07'08" E	11.88'	11.89'
C31	46°22'52"	75.00'	S 65°51'07" W	59.07'	60.71'

ABBREVIATIONS AND LEGEND:

CA	CENTRAL ANGLE (DELTA)	LC	LICENSED CORPORATION
CB	CHORD BEARING	LLC	LIMITED LIABILITY COMPANY
CH	CHORD	LS	LICENSED SURVEYOR
CM	CONCRETE MONUMENT	NO	NUMBER
D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT	O.R.	OFFICIAL RECORDS BOOK
DWG	DRAWING	P.A.	PROFESSIONAL ASSOCIATION
FAX	FACSIMILE	PG.	PAGE
FD	FOUND	PRM	PERMANENT REFERENCE MONUMENT
FL	FLORIDA	PSM	PROFESSIONAL SURVEYOR AND MAPPER
ID	IDENTIFICATION	R	RADIUS
IRC	IRON ROD & CAP	R/W	RIGHT-OF-WAY
L	LENGTH	S.J.R.W.M.D.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
LB	LICENSED BUSINESS	℄	CENTERLINE RIGHT-OF-WAY

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Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

SHEET 6 OF 9

PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. □ FD 4" X 4" CONCRETE MONUMENT (AS NOTED) ⊙ SET PERMANENT CONTROL POINT (PCP) NAIL AND DISK LS 6378, LB 7967
   ■ SET 4" X 4" CONCRETE MONUMENT PRM LB 7967
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. ALL MEASUREMENT DIMENSIONS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12 = 3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY:
   THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000 THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINES RELATIVE TO CURVES.
7. BEARING STRUCTURE (N 56°25'25" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD (100' RIGHT-OF-WAY(NOT OPEN), FLORIDA. FOR ANGLE MEASUREMENT ONLY.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
12. TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUCTED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAR, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUCTED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
13. THE COMMON AREAS GRANTED TO CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANT RIGHT TO THE GENERAL PUBLIC.
14. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
15. BUILDING SETBACK REQUIREMENTS:
    FRONT - 13 FT; 0 FT FOR ATTACHED STRUCTURES
    REAR - 15 FT; 0 FT FOR ATTACHED STRUCTURES; 6FT FOR LOT 39
    SIDE - 7.5 FT
    SIDE CORNER - EQUAL TO FRONT SETBACK
    MINIMUM COMMON OPEN SPACE = 60%
    MAXIMUM BUILDING LOT COVERAGE = 50%
    MAXIMUM BUILDING HEIGHT = 35'
    LOT MINIMUM OPEN SPACE = 20%
    LOT MAXIMUM IMPERVIOUS AREA = 80%
16. ALL PRIVATE UTILITY, ACCESS, DRAINAGE AND MAINTENANCE EASEMENTS OVER PRIVATE, SHARED DRIVEWAYS ARE INTENDED TO BE RECIPROCAL EASEMENTS TO AND AMONG THE AFFECTED LOT OWNERS FOR PRIVATE UTILITY SERVICE LATERALS, PRIVATE ACCESS, SHARED DRAINAGE AND MAINTENANCE PURPOSES.
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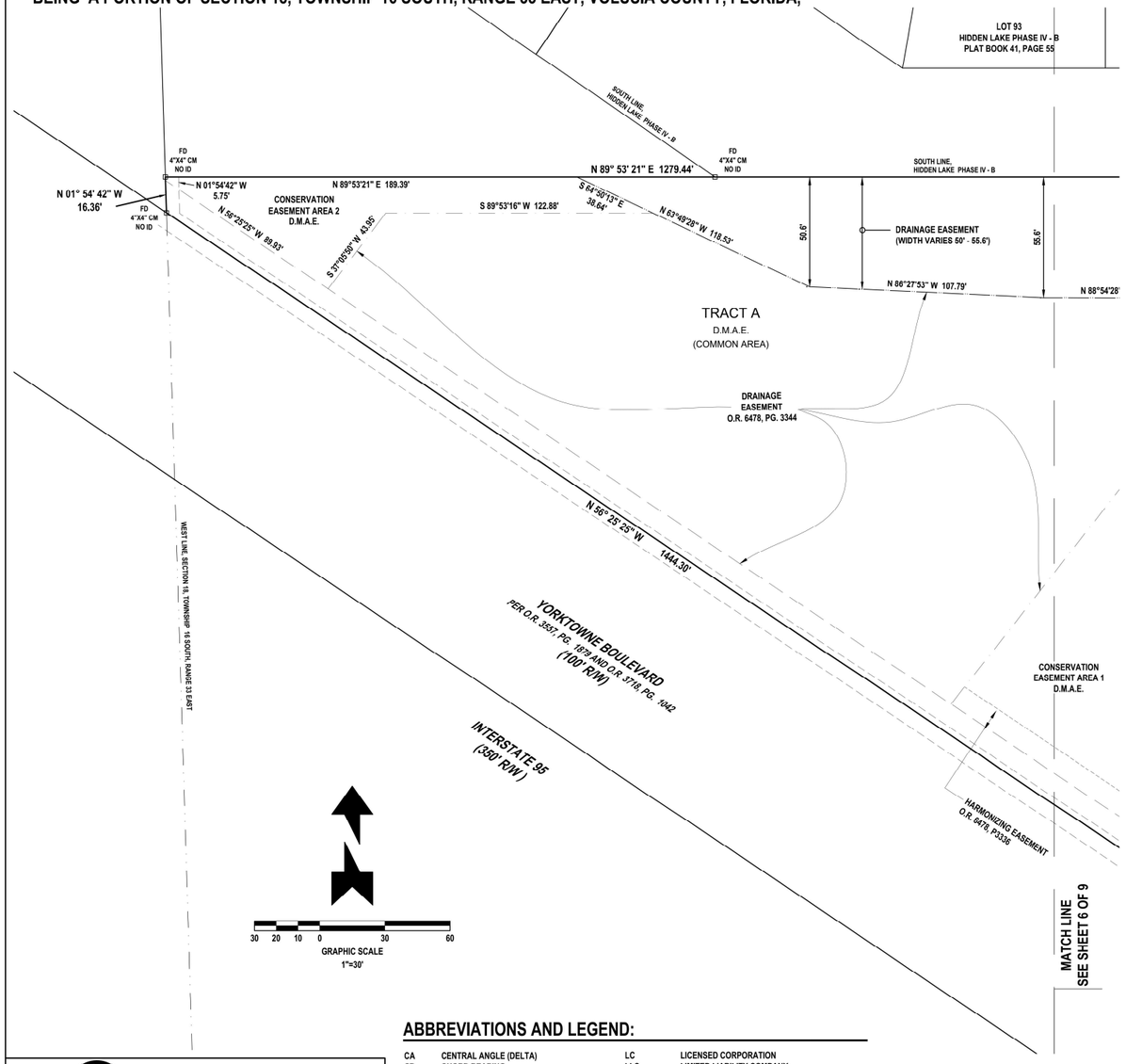
CORNERSTONE GROVE

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,

PLAT BOOK _____ PAGE _____



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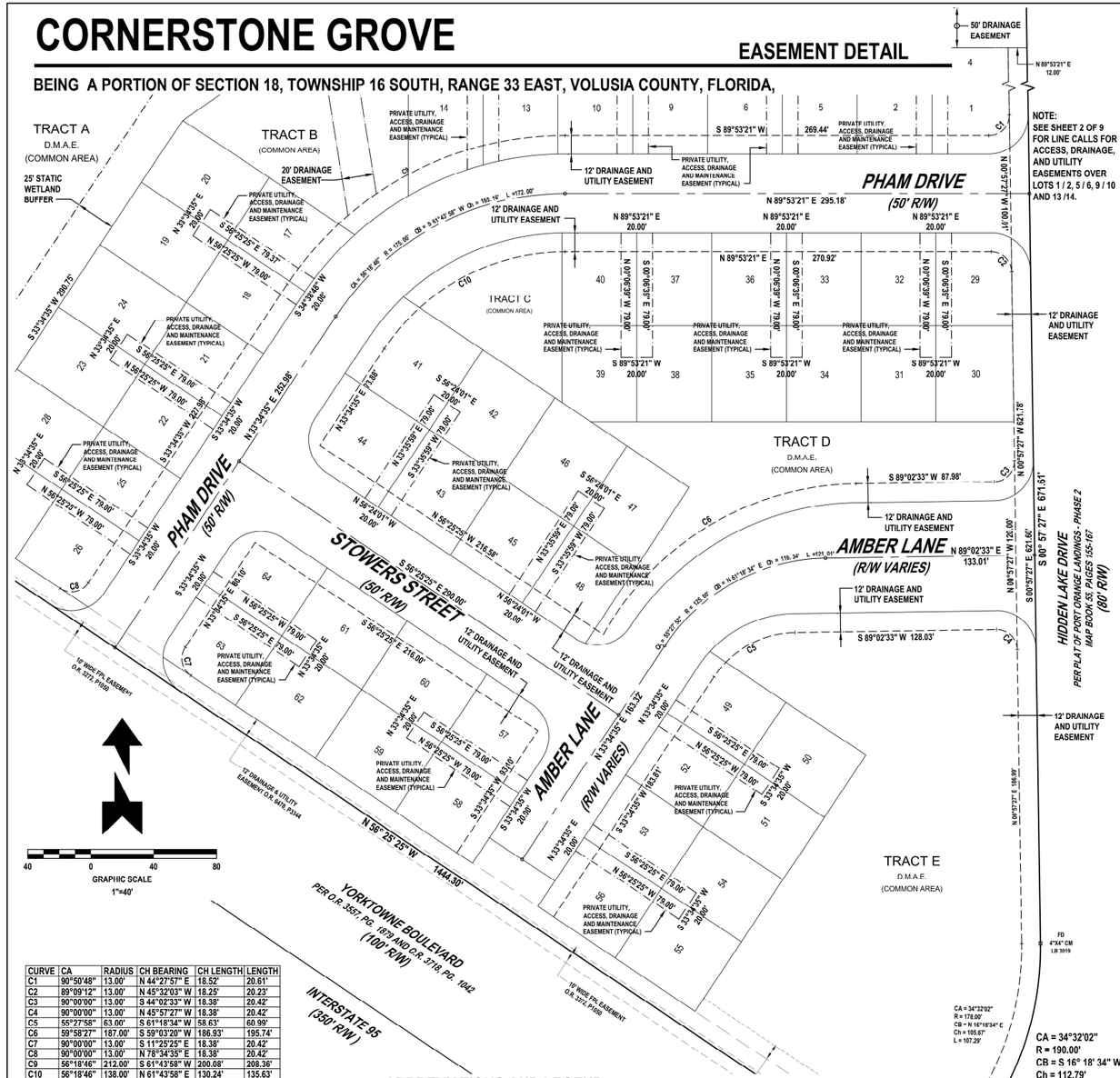
LAND SURVEYING CONSTRUCTION LAYOUT
11 Coolidge Ave., Ste J Ormond Beach Florida 32174
Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

CORNERSTONE GROVE

EASEMENT DETAIL

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,



CURVE	CA	RADIUS	CH BEARING	CH LENGTH	LENGTH
C1	90°50'48"	13.00'	N 44°27'57" E	18.52'	20.61'
C2	89°09'12"	13.00'	N 45°32'03" W	18.25'	20.23'
C3	90°00'00"	13.00'	S 44°02'33" W	18.38'	20.42'
C4	90°00'00"	13.00'	N 45°57'27" W	18.38'	20.42'
C5	55°27'58"	63.00'	S 61°18'34" W	58.63'	60.99'
C6	59°58'27"	187.00'	S 59°03'20" W	186.93'	195.74'
C7	90°00'00"	13.00'	S 11°25'25" E	18.38'	20.42'
C8	90°00'00"	13.00'	N 78°34'35" E	18.38'	20.42'
C9	56°18'46"	212.00'	S 61°43'58" W	200.08'	208.36'
C10	56°18'46"	138.00'	N 61°43'58" E	130.24'	135.63'
C11	90°00'00"	13.00'	N 78°34'35" E	18.38'	20.42'
C12	31°19'56"	25.00'	S 49°14'33" W	13.50'	13.67'

ABBREVIATIONS AND LEGEND:

CA	CENTRAL ANGLE (DELTA)	LC	LICENSED CORPORATION
CB	CHORD BEARING	LLC	LIMITED LIABILITY COMPANY
CH	CHORD	LS	LICENSED SURVEYOR
CM	CONCRETE MONUMENT	NO	NUMBER
D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT	O.R.	OFFICIAL RECORDS BOOK
DWG	DRAWING	P.A.	PROFESSIONAL ASSOCIATION
FAX	FACSIMILE	PG.	PAGE
FD	FOUND	PRM	PERMANENT REFERENCE MONUMENT
FL	FLORIDA	PSM	PROFESSIONAL SURVEYOR AND MAPPER
ID	IDENTIFICATION	R	RADIUS
IRC	IRON ROD & CAP	R/W	RIGHT-OF-WAY
L	LENGTH	S.J.R.W.M.D.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
LB	LICENSED BUSINESS	℄	CENTERLINE RIGHT-OF-WAY

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Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

SHEET 8 OF 9

PLAT BOOK _____ PAGE _____

GENERAL NOTES:

1. □ FD 4" X 4" CONCRETE MONUMENT (AS NOTED) ■ SET 4" X 4" CONCRETE MONUMENT PRM LB 7967 ⊙ SET PERMANENT CONTROL POINT (PCP) NAIL AND DISK LS 6378, LB 7967
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. ALL MEASUREMENT DIMENSIONS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF.
4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12 = 3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINES RELATIVE TO CURVES.
7. BEARING STRUCTURE (N 56°25'25" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD (100' RIGHT-OF-WAY(NOT OPEN), FLORIDA. FOR ANGLE MEASUREMENT ONLY.
8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE. COMMON AREAS (STREET FRONTAGE) 12.00 FEET WIDE.
9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.
10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
11. ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
12. TREE CONSERVATION EASEMENTS AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE EASEMENT ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUCTED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAR, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUCTED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
13. THE COMMON AREAS GRANTED TO CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC. COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON AREAS IS NOT INTENDED TO GRANT ANT RIGHT TO THE GENERAL PUBLIC.
14. CORNERSTONE GROVE HOMEOWNERS ASSOCIATION, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THE PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. IN THE EVENT THE ASSOCIATION, ITS EMPLOYEES OR ASSIGNS FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT (PROPERTY), THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
15. BUILDING SETBACK REQUIREMENTS:
    - FRONT - 13 FT; 0 FT FOR ATTACHED STRUCTURES
    - REAR - 15 FT; 0 FT FOR ATTACHED STRUCTURES; 6FT FOR LOT 39
    - SIDE - 7.5 FT
    - SIDE CORNER - EQUAL TO FRONT SETBACK
    - MINIMUM COMMON OPEN SPACE = 60%
    - MAXIMUM BUILDING LOT COVERAGE = 50%
    - MAXIMUM BUILDING HEIGHT = 35'
    - LOT MINIMUM OPEN SPACE = 20%
    - LOT MAXIMUM IMPERVIOUS AREA = 80%
16. ALL PRIVATE UTILITY, ACCESS, DRAINAGE AND MAINTENANCE EASEMENTS OVER PRIVATE, SHARED DRIVEWAYS ARE INTENDED TO BE RECIPROCAL EASEMENTS TO AND AMONG THE AFFECTED LOT OWNERS FOR PRIVATE UTILITY SERVICE LATERALS, PRIVATE ACCESS, SHARED DRAINAGE AND MAINTENANCE PURPOSES.
17. RETENTION AREAS / COMMON AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE ALONG WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS, TOGETHER WITH THE PERPETUAL RIGHT TO HARVEST EXCESS STORMWATER / GROUNDWATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
18. IN ADDITION TO THE USES AND PURPOSES OTHERWISE STATED ON THIS PLAT, ALL DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE FOR THE BENEFIT OF ACCOMMODATING ALL DRAINAGE AND STORMWATER FROM ADJOINING, OFF-SITE DEDICATED RIGHTS-OF-WAY.
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20. THIS PLAT IS SUBJECT TO THE CORNERSTONE GROVE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 7381, PAGES 4290 THROUGH 4311 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
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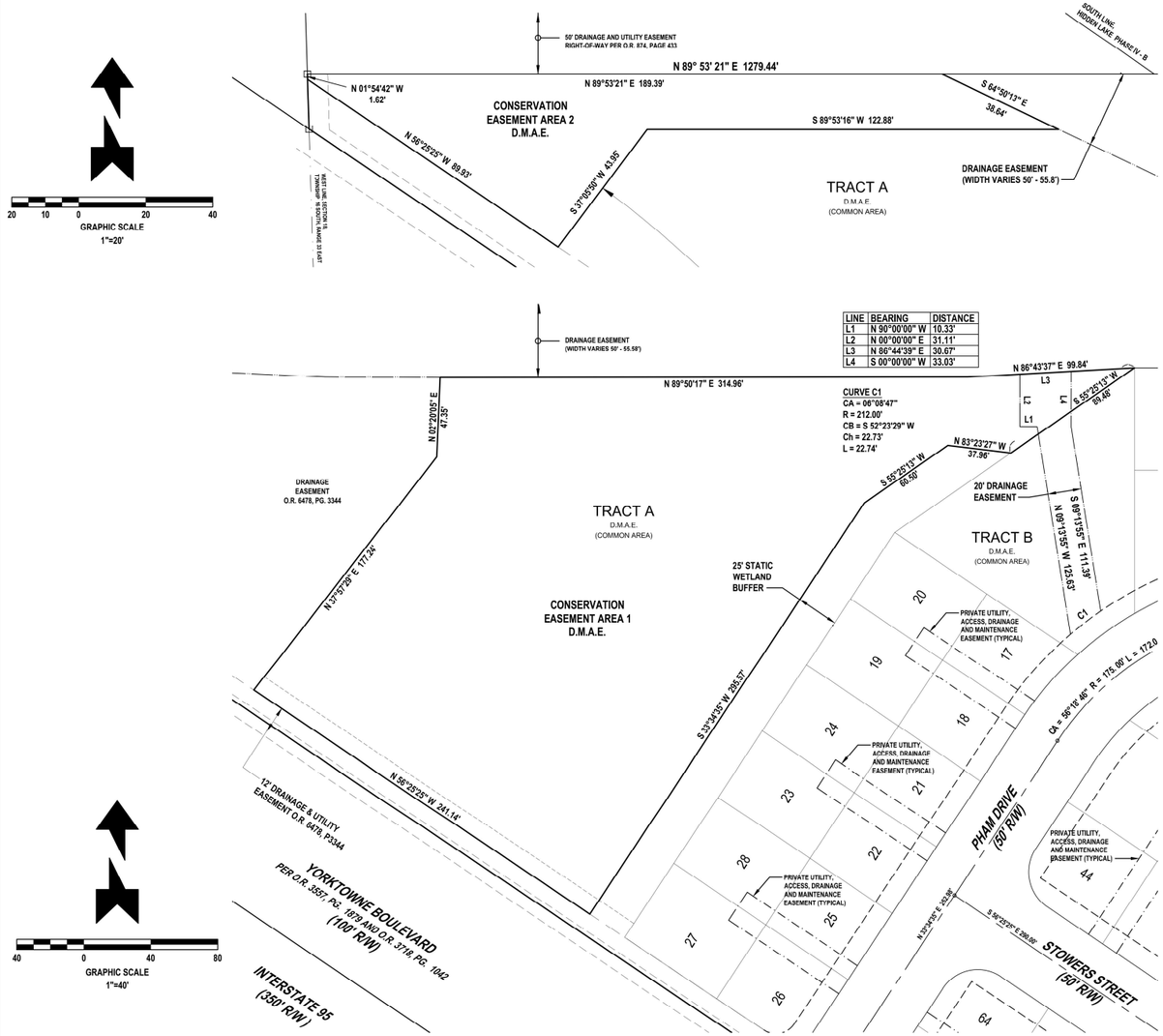
CORNERSTONE GROVE

EASEMENT DETAIL

BEING A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA,



LINE	BEARING	DISTANCE
L1	N 90°00'00" W	10.33'
L2	N 00°00'00" E	31.11'
L3	N 86°44'39" E	30.67'
L4	S 00°00'00" W	33.03'

PLAT BOOK _____ PAGE _____

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DWG	DRAWING	P.A.	PROFESSIONAL ASSOCIATION
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FD	FOUND	PRM	PERMANENT REFERENCE MONUMENT
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IRC	IRON ROD & CAP	R/W	RIGHT-OF-WAY
L	LENGTH	S.J.R.W.M.D.	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
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Voice: 386.405.6797 a1ageoinc@gmail.com
LB # 7967 LS # 6309

INDEX OF SHEETS	
DWG.NO.	DESCRIPTION
1	COVER
SU-1, SU-2	BOUNDARY AND TOPOGRAPHIC SURVEY
3	DEVELOPMENT INFORMATION
4	DEMOLITION, TREE REMOVAL AND SWPPP PLAN
5	SWPPP DETAILS AND NOTES
6	OVERALL DEVELOPMENT PLAN
7	SITE LAYOUT PLAN
8	MASTER DRAINAGE PLAN
9	OVERALL GRADING PLAN
10	CROSS SECTIONS
11	CROSS SECTIONS
12	MASTER UTILITY PLAN
13	UTILITY DETAILS AND NOTES
14	PLAN AND PROFILE - PHAM DRIVE - 0+00 TO 4+00
15	PLAN AND PROFILE - PHAM DRIVE - 4+00 TO 5+50
16	PLAN AND PROFILE - AMBER LANE
17	PLAN AND PROFILE - STOWERS STREET
18	MISCELLANEOUS DETAILS AND NOTES
19	CITY OF PORT ORANGE DETAILS AND NOTES
20	CITY OF PORT ORANGE DETAILS AND NOTES
21	CITY OF PORT ORANGE DETAILS AND NOTES
22	CITY OF PORT ORANGE DETAILS AND NOTES
23	MAINTENANCE OF TRAFFIC DETAILS
24	LANDSCAPE PLAN
25	IRRIGATION PLAN
26	LANDSCAPE AND IRRIGATION DETAILS
27	WETLAND IMPACT / PRESERVATION MAP

LEGAL DESCRIPTION

A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 18, RUN S01°43'30"E ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 2640.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE S89°41'53"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 2055.18 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 (A 350 FOOT WIDE RIGHT OF WAY) AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 3994.83 FEET, A CENTRAL ANGLE OF 05°49'28" AND A CHORD BEARING OF N53°30'41"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, 406.11 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 2161.92 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N33°34'35"E, 100.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD (A 100 WIDE FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3557, PAGE 1879 AND OFFICIAL RECORDS BOOK 3718, PAGE 1042, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 1444.30 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE N01°54'42"W ALONG SAID WEST SECTION LINE 16.36 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, SAID PUBLIC RECORDS; THENCE DEPART SAID WEST SECTION LINE N89°53'21"E ALONG SAID WESTERLY PROLONGATION AND SAID SOUTH BOUNDARY LINE AND THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86-87, OF SAID PUBLIC RECORDS, 1279.44 FEET; THENCE DEPART SAID LINE S00°57'27"E, 671.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 34°32'02"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 114.52 FEET; THENCE S33°34'35"W, 37.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF S78°34'35"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE POINT OF BEGINNING.

PROJECT STATEMENT

PROPOSE TO DEVELOP A VACANT 13.0 ACRE PARCEL FOR A 64 UNIT DUPLEX RESIDENTIAL DEVELOPMENT WITH ASSOCIATED SUBDIVISION IMPROVEMENTS.

CITY OF PORT ORANGE NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH THE STANDARD CONSTRUCTION DETAILS AS ADOPTED BY RESOLUTION OF THE CITY COUNCIL. ANY DEVIATION FFROM THE ADOPTED STANDARDS SHALL BE CLEARLY NOTED AS SUCH IN ALL PLANS AND SPECIFICATIONS. IF INADVERTENT DEVIATIONS IN PLANS ARE NOT SO NOTED, ADOPTED STANDARDS SHALL APPLY.
2. PROPOSED SITE CONSTRUCTION MUST BE IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARD INDEX, FDOT DRAINAGE MANUAL, FDOT SPECIFICATIONS FOR BRIDGE AND ROADS AND MAINTENANCE OF TRAFFIC (MOT) PER FDOT INDEX No. 600 SERIES.

JURISDICTIONAL AGENCY — PERMIT No.

CITY OF PORT ORANGE (DEVELOPMENT ORDER)	17-50000002
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (STORMWATER)	149367-1
FDEP (WASTEWATER)	.
FDEP (NPDES NOI)	FLR20BH56
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	.

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

THESE DRAWINGS ARE THE PROPERTY OF NEWKIRK ENGINEERING, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING, INC. COPYRIGHT 2013 ALL RIGHTS RESERVED.

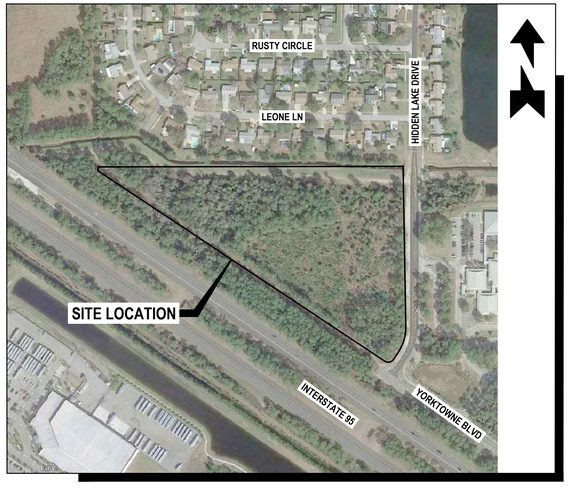
SITE PLAN DRAWINGS FOR

CORNERSTONE GROVE
PLANNED UNIT DEVELOPMENT

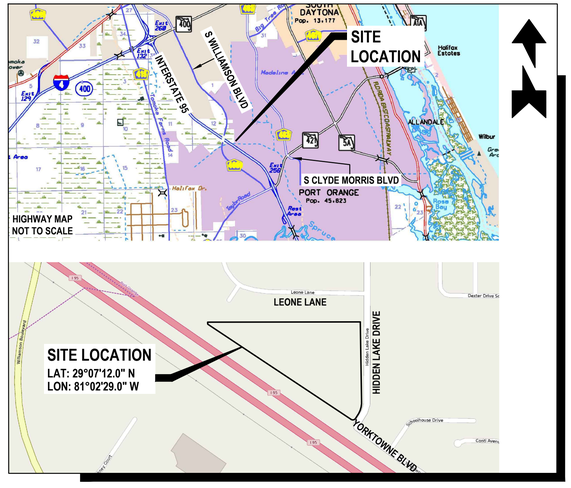
RECEIVED
5-11-17
CITY OF PORT ORANGE
Community Development
REVISED

SECTION 18, TOWNSHIP 16 S, RANGE 33 E
18-16-33-00-00-0091
HIDDEN LAKES DRIVE
PORT ORANGE, FL 32129

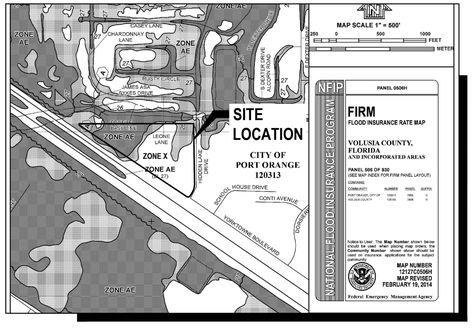
MARCH 2017
REVISED MAY 2017



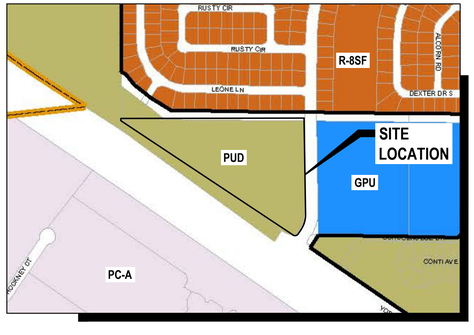
AERIAL MAP
SCALE: 1" = 300'



LOCATION MAP
SCALE: 1" = 600'



FLOOD ZONE MAP
FLOOD ZONE "AE" & "X"
SCALE: 1" = 800'



ZONING MAP
PROJECT ZONING DISTRICT:
PUD - PLANNED UNIT DEVELOPMENT
SCALE: 1" = 500'



SOILS MAP
SOIL TYPES:
(34) MYAKKA-ST. JOHNS COMPLEX (GROUP D)
(60) SMYRNA-SMYRNA, WET, FINE SAND, 0 TO 2 PERCENT SLOPES (GROUP B/D)
SCALE: 1" = 300'

PROJECT TEAM

PROPERTY OWNER / APPLICANT: GEOSAM CAPITAL US (VENETIAN BAY) LP
424 LUNA BELLA LANE, SUITE 122
NEW SMYRNA BEACH, FL 32168
PHONE: (386) 428-8448
EMAIL: PAFRICANO@GEOSAM.CA

CIVIL ENGINEER/ LANDSCAPE ARCHITECT/ AGENT: NEWKIRK ENGINEERING, INC.
1370 NORTH US HIGHWAY 1, SUITE 204
ORMOND BEACH, FL 32174
PHONE: (386) 290-7599
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

ARCHITECT: THE EVANS GROUP
3025 EDGEWATER DRIVE
ORLANDO, FL 32804
PHONE: (407) 650-8770
EMAIL: MAIL@THEEVANSGROUP.COM

SURVEYOR: A1A GEO, INC.
1370 NORTH US HIGHWAY 1, SUITE 602
ORMOND BEACH, FL 32174
PHONE: (386) 405-6797
EMAIL: A1AGEOINC@GMAIL.COM

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA BEACH, FL 32119
PHONE: (386) 756-1105
FAX: (386) 760-4067
EMAIL: BPOHL@UNIVERSALENGINEERING.COM

ENVIRONMENTAL: ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FL 32779
PHONE: (407) 869-9434
FAX: (407) 869-9434
EMAIL: BGRIFFY@ECSFL.CC

CONTACT NUMBERS

PLANNING & BUILDING - CITY OF PORT ORANGE (386) 506-5600
WATER - CITY OF PORT ORANGE UTILITY DEPARTMENT (386) 506-5754
WASTEWATER - CITY OF PORT ORANGE UTILITY DEPARTMENT (386) 506-5754
GAS - TECO PEOPLES GAS (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 322-3420
TELEPHONE/CABLE - AT&T (386) 254-8550
TELEPHONE/CABLE - BRIGHTHOUSE NETWORKS (386) 760-9950

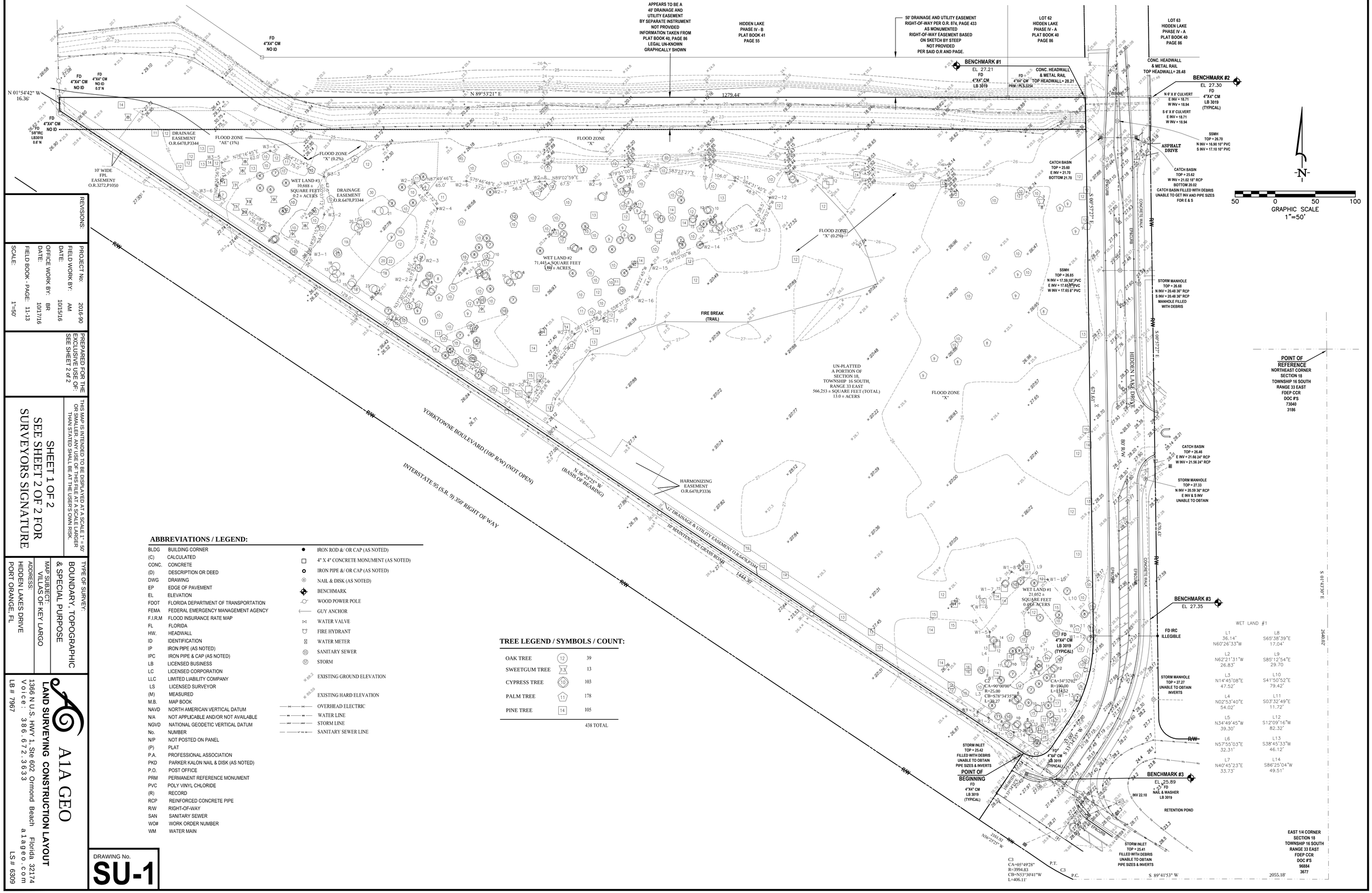


NEWKIRK ENGINEERING
1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com
Certificate of Authorization No. 30209
© 2013
Civil Engineering
Transportation
Construction Engineering & Inspection

HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER
1

PROJECT No. 2016-237



ABBREVIATIONS / LEGEND:

BLDG	BUILDING CORNER
(C)	CALCULATED
CONC.	CONCRETE
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
EL	ELEVATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
HW.	HEADWALL
ID	IDENTIFICATION
IP	IRON PIPE (AS NOTED)
IPC	IRON PIPE & CAP (AS NOTED)
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
N/A	NOT APPLICABLE AND/OR NOT AVAILABLE
NGVD	NATIONAL GEODETIC VERTICAL DATUM
No.	NUMBER
N/P	NOT POSTED ON PANEL
(P)	PLAT
P.A.	PROFESSIONAL ASSOCIATION
PKD	PARKER KALON NAIL & DISK (AS NOTED)
P.O.	POST OFFICE
PRM	PERMANENT REFERENCE MONUMENT
PVC	POLY VINYL CHLORIDE
(R)	RECORD
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SAN	SANITARY SEWER
WO#	WORK ORDER NUMBER
WM	WATER MAIN

- IRON ROD &/ OR CAP (AS NOTED)
- 4" X 4" CONCRETE MONUMENT (AS NOTED)
- IRON PIPE &/ OR CAP (AS NOTED)
- NAIL & DISK (AS NOTED)
- BENCHMARK
- WOOD POWER POLE
- GUY ANCHOR
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER
- STORM
- EXISTING GROUND ELEVATION
- EXISTING HARD ELEVATION
- OVERHEAD ELECTRIC
- WATER LINE
- STORM LINE
- SANITARY SEWER LINE

TREE LEGEND / SYMBOLS / COUNT:

OAK TREE	12	39
SWEETGUM TREE	13	13
CYPRESS TREE	10	103
PALM TREE	11	178
PINE TREE	14	105
		438 TOTAL

REVISIONS:

PROJECT No: 2016-90
FIELD WORK BY: AM
DATE: 10/15/16
OFFICE WORK BY: BR
DATE: 10/17/16
FIELD BOOK - PAGE: 11-13
SCALE: 1"=50'

PREPARED FOR THE EXCLUSIVE USE OF:
SEE SHEET 2 of 2

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE 1"= 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USER'S OWN RISK

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SURVEYORS SIGNATURE

TYPE OF SURVEY: BOUNDARY, TOPOGRAPHIC & SPECIAL PURPOSE

MAP SUBJECT: VILLAS OF KEY LARGO

ADDRESS: HIDDEN LAKES DRIVE PORT ORANGE, FL

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1366 N.U.S. HWY 1, Ste 602 Ormond Beach Florida 32174
Voice: 386.672.3633
a1ageo.com
LB # 7967
LS # 6309

DRAWING No.
SU-1

LEGAL DESCRIPTION:

A PORTION OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 18, RUN S01°43'30"E ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 2640.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE S89°41'53"W ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18, A DISTANCE OF 2055.18 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 (A 350 FOOT WIDE RIGHT OF WAY) AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 3994.83 FEET, A CENTRAL ANGLE OF 05°49'28" AND A CHORD BEARING OF N53°30'4I"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, 406.11 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 2161.92 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE N33°34'35"E, 100.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD (A 100 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3557, PAGE 1879 AND OFFICIAL RECORDS BOOK 3718, PAGE 1042, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N56°25'25"W, 1444.30 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE N01°54'42"W ALONG SAID WEST SECTION LINE 16.36 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, SAID PUBLIC RECORDS; THENCE DEPART SAID WEST SECTION LINE N89°53'2I"E ALONG SAID WESTERLY PROLONGATION AND SAID SOUTH BOUNDARY LINE AND THE SOUTH BOUNDARY LINE OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86- 87, OF SAID PUBLIC RECORDS, 1279.44 FEET; THENCE DEPART SAID LINE S00°57'27"E, 671.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAYING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 34°32'02"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 114.52 FEET; THENCE S33°34'35"W, 37.00 FEET TO THE BEGINNING A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF S78°34'35"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE POINT OF BEGINNING.

ABBREVIATIONS / LEGEND:

BLDG	BUILDING CORNER
(C)	CALCULATED
CONC.	CONCRETE
(D)	DESCRIPTION OR DEED
DWG	DRAWING
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- IRON ROD &/ OR CAP (AS NOTED)
- 4" X 4" CONCRETE MONUMENT (AS NOTED)
- IRON PIPE &/ OR CAP (AS NOTED)
- NAIL & DISK (AS NOTED)
- BENCHMARK
- WOOD POWER POLE
- GUY ANCHOR
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- SANITARY SEWER
- STORM
- X 48.2 EXISTING GROUND ELEVATION
- + 49.59 EXISTING HARD ELEVATION
- OVERHEAD ELECTRIC
- WATER LINE
- STORM LINE
- SANITARY SEWER LINE

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (N 56°25'25" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF YORKTOWNE BOULEVARD (100' RIGHT-OF-WAY(NOT OPEN)), FLORIDA. FOR ANGLE MEASUREMENT ONLY.

2. LEGAL DESCRIPTION PROVIDED PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, POLICY No. OF6-8288947, DATED JUNE 17, 2015

3. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

4. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF PORT ORANGE, FLORIDA NUMBER 120313, PANEL NUMBER 12127C 0506 H, DATED: FEBRUARY 19, 2014. THE PROPERTY IS IN FLOOD ZONE "X" THE BASE 100 YEAR FLOOD ELEVATION IS NONE AND FLOOD ZONE "AE" (1% ANNUAL) AND "X" (2% ANNUAL)

5. ACCURACY STATEMENT: THE ACCURACY OF THE BOUNDARY CONTROL OF THE SUBJECT PROPERTY IS.
   COMMERCIAL/HIGH RISK LINEAR: THE CLOSURE IS : 1 : 10,000

6. DATA SOURCES:
   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK, DESIGNATION IS A NATIONAL GEODETIC SURVEY DESIGNATION I95 71 A22 RM 2 PID AQ1302 ELEVATION=26.95. CHECKED INTO RMR-51 ELEVATION 28.14 AND SOUTHEASTERN SURVEYING BENCHMARK 38B ELEVATION 24.68 FEET.

   A.) BENCHMARK #1 FD NAIL & WASHER LB 3019 ELEVATION = 27.21 FEET
   B.) BENCHMARK #2 4" CONCRETE MONUMENT LB 3019 ELEVATION = 27.30 FEET
   C.) BENCHMARK #1 FD NAIL IN BACK OF WALK ELEVATION = 27.35 FEET
   D.) BENCHMARK #2 PK NAIL LB 3019 IN CURB ELEVATION = 25.89 FEET

7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.
   A.) HIDDEN LAKE PHASE IV-A,ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 40, PAGES 86-87, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) SLIGER AND ASSOCIATES, BOUNDARY, TOPOGRAPHIC SURVEY.

   B-1.) BOUNDARY SURVEY IS A RETRACEMENT OF SLIGER SURVEY

8. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATION.

9. TITLE INFORMATION PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE No. 2037-3655795, DATED OCTOBER 19, 2016 AT 8:00 A.M.
   SCHEDULE B, SECTION 2:
   ITEMS:
   2.) MAIN DRAINAGE CANAL BY AND BETWEEN ROTALER CORP. AND EAST MOSQUITO CONTROL DISTRICT RECORDED JUNE 28, 1966 IN O.R. 847, PAGE 433, PUBLIC RECORDS OF VOLUSIA COUNTY APPEARS TO BE THE 50' WIDE CANAL AREA BETWEEN SUBJECT PARCEL AND HIDDEN LAKE SUBDIVISION AS SHOWN, NO LEGAL IN DEED.
   3.) ORDINANCE NUMBER 1987-31 (HOGAN / FOSTER ANNEXATION) RECORDED JUNE 28, 1987 IN BOOK 3036, PAGE 1337, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NOT PROVIDED.
   4.) UNRECORDED PERFORMANCE OF CONTRACT AS REFERRED TO IN LIMITED WARRANTY DEED RECORDED JANUARY 19, 1988 IN BOOK 3086, PAGE 1603, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NOT PROVIDED.
   5.) EASEMENT IN FAVOR OF THE CITY OF PORT ORANGE RECORDED DECEMBER 12, 1988 IN BOOK 3234, PAGE 192, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IS HIDDEN LAKE DRIVE AND YORKTOWNE BOULEVARD RIGHT-OF-WAY IN FRONT OF SUBJECT PARCEL - PLOTTED AS SHOWN.
   6.) EASEMENT GRANTED TO FLORIDA POWER AND LIGHT COMPANY RECORDED MARCH 10, 1989 IN BOOK 3272, PAGE 1050, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. APPEARS TO BE INTENDED TO BE 5' ON EACH SIDE OF EXISTING POWER LINE ALONG YORKTOWNE BOULEVARD - PLOTTED AS SHOWN.
   7.) ASSIGNMENT OF PORT ORANGE RECREATIONAL IMPACT FEE CREDITS RECORDED OCTOBER 14, 2002 IN BOOK 4945, PAGE 872, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NOT PROVIDED.
   8.) TERMS AND CONDITIONS IN PORT ORANGE LANDINGS RESIDENTIAL P.U.D. MASTER DEVELOPMENT AGREEMENT RECORDED MAY 13, 2003 IN BOOK 5073, PAGE 902, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NOT PROVIDED.
   9.) SCHOOL PLANNING MITIGATION AGREEMENT FILE #07-003 VCSB PROJECT NAME: VILLAS OF KEY LARGO BY AND BETWEEN THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA AND KEY LARGO HOMES, LLC, RECORDED ON MARCH 28, 2007 IN BOOK 6031, PAGE 3569, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NOT PROVIDED.
   10.) TERMS AND CONDITIONS IF THE VILLAS AT KEY LARGO PLANNED UNIT DEVELOPMENT A RESIDENTIAL P.U.D. AGREEMENT RECORDED MAY 7, 2007 IN BOOK 6055, PAGE 4288, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. NOT PROVIDED.
   11.) HARMONIZING EASEMENT BY AND BETWEEN KEY LARGO HOMES, LLC AND THE CITY OF PORT ORANGE RECORDED MAY 25, 2010 IN BOOK 6478, PAGE 3336, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. PLOTTED AS SHOWN.
   12.) ACCESS, DRAINAGE, AND UTILITIES EASEMENT BY AND BETWEEN KEY LARGO HOMES, LLC AND THE CITY OF PORT ORANGE RECORDED MAY 25, 2010 IN BOOK 6478, PAGE 3340, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. PLOTTED AS SHOWN
   13.) ORDINANCE No. 2015-41 RECORDED IN BOOK 7232, PAGE 1426, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. DOES NOT PLOT ON PROPERTY.
   14.) UNDERGROUND EASEMENT RECORDED IN BOOK 7238, PAGE 1869, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. DOES NOT PLOT ON PROPERTY.

10. LIMITATIONS:
   A.) SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR, PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, POLICY No. OF6-8288947, DATED JUNE 17, 2015, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUES RULE 5J-17.052(2)(d)(4)

   B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

   C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY, PER FLORIDA STATUTES CHAPTER RULE 5J-17.051(3)(b)(6)

   D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

   E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.

   F.) SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
   1.) WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE HARD WOOD TREES 20" AND ABOVE,THE DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE, SEE AN ARBORIST. SITE CONSIST OF PINES SMALL CYPRESS AND PALMS MOSTLY IN AND AROUND THE WETLANDS AS SHOWN ON SURVEY
   2.) JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY ECOLOGICAL CONSULTING SOLUTIONS, INC., PROJECT # 355.16.16, DATED 09/28/16 AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
   3.) ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
   4.) WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
   5.) GEO-TECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.

   G.) AS-BUILT / RECORD SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
   1.) WHEN UNDERGROUND UTILITIES, SUCH AS UNDERGROUND CABLES, GAS MAINS, WATER MAINS, SANITARY SEWER SYSTEMS AND STORM COLLECTIONS SYSTEMS ARE SHOWN. THE LIMITS OF THIS SURVEY INCLUDE VISIBLE STRUCTURES / IMPROVEMENTS IN COMBINATION WITH AS-BUILT / RECORD DRAWINGS SUPPLIED BY OTHERS.
   2.) WHEN THE PERCENTAGE OF SLOPES ARE SHOWN IT IS BASED ON THE INVERTS BETWEEN VISIBLE STRUCTURES. THIS SURVEY DOES NOT INCLUDE VIDEO PIPELINE INSPECTIONS. VERIFICATION OF LINE OF SITE HAS NOT BEEN VERIFIED. THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONALS PROVIDING SERVICE OF THAT SPECIALTY.
   3.) THIS SURVEYOR SUGGEST VIDEO PIPELINE INSPECTION BY A PROFESSIONAL PROVIDING SERVICE OF THAT SPECIALTY.

   H.) TOPOGRAPHIC SURVEY:
   1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
   2.) OFFSITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

SHEET 2 OF 2

DRAWING No.
SU-2

REVISIONS:

PROJECT No: 2016-90
FIELD WORK BY: AM
DATE: 10/15/16
OFFICE WORK BY: BR
DATE: 10/17/16
FIELD BOOK - PAGE: 11-13
SCALE: 1"=50'

PREPARED FOR THE EXCLUSIVE USE OF:
- GEOSAM CAPITAL US LP
- CITY OF PORT ORANGE, FL

THIS MAP IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2 BEING TOGETHER

THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J17-6, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10/17/2016

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ANTHONY SANZONE

TYPE OF SURVEY:
BOUNDARY, TOPOGRAPHIC & SPECIAL PURPOSE

MAP SUBJECT:
VILLAS OF KEY LARGO

ADDRESS:
HIDDEN LAKES DRIVE
PORT ORANGE, FL

A1A GEO
LAND SURVEYING CONSTRUCTION LAYOUT
1366 N U.S. HWY 1, Ste 602 Ormond Beach Florida 32174
Voice: 386.672.3633 a1ageo.com
LB # 7967 LS # 6309

GENERAL CONSTRUCTION NOTES

1. CITY GOVERNING SPECIFICATIONS: CITY OF PORT ORANGE LAND DEVELOPMENT CODE, CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION.
2. ALL CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE 2016 / 2017 EDITION OF THE FDOT DESIGN STANDARD INDEXES, THE 2017 EDITION OF THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2010 EDITION OF THE FDOT UTILITY ACCOMMODATIONS MANUAL.
3. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF PORT ORANGE STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF PORT ORANGE INSPECTOR.
4. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRECONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (386) 506-5600 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND / OR OTHER REQUIREMENTS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS AND SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.
6. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
7. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
8. ONLY ONE TEMPORARY CONSTRUCTION SIGN IS PERMITTED, NOT TO EXCEED 32 SQUARE FEET IN SIGN AREA, MAXIMUM HEIGHT OF 8 FEET AND NO CLOSER THAN 10 FT FROM PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL APPLY FOR A TEMPORARY SIGN PERMIT AT THE PORT ORANGE BUILDING DEPARTMENT. THE SIGN MUST BE REMOVED UPON RECEIPT OF THE CERTIFICATE OF OCCUPANCY.
9. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
10. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
11. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTORS EXPENSE.
12. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
13. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
14. CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COST.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER, TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, ETC.
16. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
17. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
18. ALL PROPOSED ELEVATIONS REFER TO FINISHED GRADES.
19. CONCRETE WALKS SHALL BE 4 INCHES THICK HAVING A 3,000 PSI STRENGTH, POURED OVER PROPERLY PREPARED SUBGRADE. ALL CONCRETE SIDEWALKS SHALL BE 8 INCHES THICK ACROSS DRIVEWAYS. 1/2 INCH EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF 50'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTERS.
20. CORE TESTS SHALL BE TAKEN TO VERIFY THICKNESS AND SUBSURFACE COMPACTION. PROVIDE FOR THREE SAMPLES, RANDOMLY LOCATED. TEST FOR EXTRACTION, GRADATION, LABORATORY DENSITY, AND MARSHALL'S STABILITY. PROVIDE A CERTIFICATE FROM THE TESTING AGENCY THAT MATERIALS AND INSTALLATION COMPLY WITH SPECIFICATIONS, SIGNED BY THE ASPHALTIC CONCRETE PRODUCER AND CONTRACTOR. ALL COSTS OF TESTS SHALL BE PAID BY THE CONTRACTOR. IF TESTS SHOW THE INSTALLATION DOES NOT MEET SPECIFICATIONS, THE PAVING SHALL BE REMOVED, REPLACED, AND RETESTED.
21. IF ANY MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
22. FILL MATERIAL IS TO BE PLACED IN ONE FOOT 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).
23. NO BURYING OF ANY ORGANIC MATERIALS ALLOWED.
24. THERE WILL BE NO PROPOSED OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES WILL BE INSTALLED UNDERGROUND AT THE OWNER'S, DEVELOPER'S OR BUILDER'S EXPENSE.

SITE PREPARATION FOR PAVEMENT

1. PRIOR TO CONSTRUCTION, THE LOCATION OF EXISTING UNDERGROUND UTILITY LINES WITHIN THE CONSTRUCTION AREA SHOULD BE ESTABLISHED. PROVISIONS SHOULD 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 THE OVERLYING STRUCTURES.
2. STRIP THE PROPOSED CONSTRUCTION LIMITS OF ALL GRASS, ROOTS, TOPSOIL AND OTHER DELETERIOUS MATERIALS WITHIN AND 3 FEET BEYOND THE PROPOSED PAVEMENT LIMITS. EXPECT INITIAL CLEARING AND GRUBBING TO DEPTHS OF APPROXIMATELY 6 TO 12-INCHES.
3. PROOF-COMPACT THE EXPOSED SURFACE WITH LIGHT TO MEDIUM ROLLER UNTIL YOU MAINTAIN DENSITY OF AT LEAST 98 PERCENT SHOULD BE OBTAINED IN THE UPPER 12 INCHES BELOW BASE COURSE. THE COMPACTED SOILS SHALL EXHIBIT MOISTURE CONTENT WITHIN 2 PERCENT OF THE SOILS OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557). VIBRATORY EQUIPMENT SHOULD BE OPERATED IN STATIC MODE WITHIN 75 FEET OF ADJACENT STRUCTURES.
4. 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 IS ALLOWED TO DISSIPATE BEFORE RECOMPACTING.
5. TEST THE COMPACTED SURFACE FOR COMPLIANCE AT A MINIMUM OF ONE (1) LOCATION PER 10,000 SQUARE FEET WITHIN THE PAVEMENT AREA (MINIMUM 3 LOCATIONS).
6. PLACE THE COMPACT BACKFILL MATERIAL AS REQUIRED. THE FILL SHALL CONSIST OF "CLEAN" FINE SAND WITH LESS THAN 5 PERCENT SOIL FINES. 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 DENSITY WITH THE EXCEPTION THAT DENSITIES OF AT LEAST 98 PERCENT PERCENT SHALL BE OBTAINED WITHIN THE UPPER ONE FOOT BELOW BASE COURSE. COMPACTED SOILS SHALL EXHIBIT MOISTURE CONTENT WITHIN 2 PERCENT OF THE SOILS OPTIMUM MOISTURE CONTENT AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-1557). IF LIGHT EQUIPMENT IS USED, THEN THE LIFT THICKNESS SHALL BE REDUCED TO 8-INCH THICK LIFTS.
7. PERFORM COMPLIANCE TESTS WITHIN EACH LIFT OR FILL AT A FREQUENCY OF NOT LESS THAN ONE TEST PER 10,000 SQUARE FEET OF PAVEMENT AREA (MINIMUM 3 LOCATIONS).

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

#3	BENCHMARK ID		
B24	BORING ID		FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724
TV	EXISTING CABLE TV PEDESTAL		EXISTING EASEMENT
	EXISTING CAP OR PLUG	FOC	EXISTING UNDERGROUND FIBER OPTIC CABLE
	EXISTING CLEAN OUT	#FM	EXISTING FORCE MAIN (# INDICATES SIZE)
	EXISTING CONDUIT RISER/ MARKER	GAS	EXISTING GAS MAIN
E	EXISTING ELECTRIC METER	OHE	EXISTING OVERHEAD ELECTRIC CABLES
+11.7	EXISTING ELEVATION (SOFT)	OHT	EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
5.0±	PROPOSED ELEVATION (SOFT)	#RAW	EXISTING RAW WATER MAIN (# INDICATES SIZE)
+11.75	EXISTING ELEVATION (HARD)	#REC	EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
5.00	PROPOSED ELEVATION (HARD)	#SAN	PROPOSED SANITARY SEWER (# INDICATES SIZE)
	EXISTING FIRE HYDRANT	#WM	PROPOSED WATER MAIN (# INDICATES SIZE)
	PROPOSED FIRE HYDRANT	12	EXISTING CONTOUR
	EXISTING FLOW DIRECTION	12	PROPOSED CONTOUR (SOFT)
	PROPOSED FLOW DIRECTION	12	PROPOSED CONTOUR (HARD)
	EXISTING GAS METER	UTEL	EXISTING UNDERGROUND TELEPHONE CABLE
	EXISTING GAS VALVE	UTV	EXISTING UNDERGROUND TELEVISION CABLE
	EXISTING GUY WIRE & ANCHOR PIN	UGE	EXISTING UNDERGROUND ELECTRICAL POWER CABLE
	EXISTING MAIL BOX		JURISDICTIONAL WETLAND LINE
	EXISTING MANHOLE (UNKNOWN)	#SAN	EXISTING SANITARY SEWER (# INDICATES SIZE)
	PROPOSED MANHOLE	#WM	EXISTING WATER MAIN (# INDICATES SIZE)
	EXISTING SANITARY SEWER CLEANOUT		EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
	EXISTING SANITARY SEWER MANHOLE		EXISTING SWALE OR CENTER OF DITCH
	EXISTING ROAD SIGNS AND POSTS		PROPOSED SWALE OR CENTER OF DITCH
	PROPOSED SIGN AND POST		EXISTING TOP OF DITCH BANK
	EXISTING TEE		EXISTING BOTTOM OF DITCH BANK
	EXISTING UTILITY POLE		EXISTING WOOD FENCE
	EXISTING VALVE IRRIGATION		EXISTING WIRE OR CHAIN LINK FENCE
	EXISTING VALVE WATER		PROPOSED WIRE OR CHAIN LINK FENCE
	PROPOSED WATER VALVE		PROPOSED SILT/SEDIMENT FENCE
	EXISTING WATER METER		PROPOSED COIR ROLL OR WATTLE
	EXISTING STORM SEWER WITH INLET		PROPOSED FLOATING TURBIDITY BARRIER
	PROPOSED STORM SEWER WITH INLET	TP TP	PROPOSED TREE PROTECTION
	FOUND 1/2" CAPPED IRON ROD L.B. #3724		
	FOUND 1/2" IRON ROD (NO I.D.)		

SITE DEVELOPMENT USAGE

1. SETBACK (DUPLEX UNITS FROM LOT LINES):

FRONT	13 FT; 0 FT FOR ATTACHED STRUCTURES
REAR	15 FT; 0 FT FOR ATTACHED STRUCTURES; 6FT FOR LOT 39
SIDE	7.5 FT
SIDE CORNER	EQUAL TO FRONT SETBACK
MINIMUM COMMON OPEN SPACE:	60%
MAXIMUM BUILDING LOT COVERAGE:	50%
MAXIMUM BUILDING HEIGHT:	35 FT
LOT MINIMUM OPEN SPACE:	20%
LOT MAXIMUM IMPERVIOUS AREA:	80%

2. LANDSCAPE BUFFERS (DEVELOPMENT PERIMETER):

HIDDEN LAKE DRIVE	10 FEET
YORKTOWNE BOULEVARD	10 FEET
NORTH PROPERTY LINE	5 FEET WITHIN THE 50 FEET DRAINAGE EASEMENT

3. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
ASPHALT PAVEMENT (RIGHT-OF-WAY)	33,678	0.773	5.9
ASPHALT PAVEMENT (PARKING LOT)	5,719	0.131	1.0
CONCRETE DRIVEWAY APRONS	3,387	0.078	0.6
CONCRETE SIDEWALKS	9,231	0.212	1.6
INTERIOR LANDSCAPE	491,926	11.293	86.9
EXTERIOR LANDSCAPE	22,252	0.511	3.9
TOTAL SITE	566,193	12.998	100.00
TOTAL IMPERVIOUS	52,015	1.194	9.2
TOTAL OPEN SPACE	514,178	11.804	90.8

4. PARKING PROVIDED

TOTAL PARKING PROVIDED	16 STANDARD SPACES

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2016 / 2017 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL	505	EMBANKMENT UTILIZATION
200	STRUCTURE BOTTOMS - TYPES J AND P	514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS
205	PIPE BACKFILL	515	TURNOUTS
232	DITCH BOTTOM INLETS - TYPES C, D, E AND H	546	SIGHT DISTANCE AT INTERSECTIONS
261	U-TYPE CONCRETE ENDWALLS - BAFFLES AND AND GRATE OPTIONAL - 15" TO 30" PIPE	600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
272	CROSS DRAIN MITERED END SECTION	602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
273	SIDE DRAIN MITERED END SECTION	603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
281	DITCH PAVEMENT AND SODDING	17302	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
300	CURB & CURB AND GUTTER	17346	SPECIAL MARKING AREAS
304	PUBLIC SIDEWALK CURB RAMPS		
305	CONCRETE PAVEMENT JOINTS		
310	CONCRETE SIDEWALK		

ABBREVIATIONS

AWWA	AMERICAN WATER	G	GAS		MARKER
WORKS	ASSOCIATION	GW	GROUND WATER	R/W	RIGHT-OF-WAY
CMP	CORRUGATED METAL PIPE	H/C	HANDICAP	SAN	SANITARY
		HDPE	HIGH DENSITY POLYETHYLENE	SH	SEASONAL HIGH
CPP	CORRUGATED PLASTIC PIPE	INV	INVERT	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CTV	CABLE TELEVISION	K_H	HORIZONTAL PERMEABILITY	SMH	SANITARY MANHOLE
DIP	DUCTILE IRON PIPE			SS	SANITARY SEWER
D.M.A.E.	DRIANAGE/MAINTENANCE/ ACCESS EASEMENT	K_V	VERTICAL PERMEABILITY	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
		KO	KNOCK OUT		
ESMT	EASEMENT	LF	LINEAL FEET	TSB	TEMPORARY SEDIMENT BASIN
EXIST	EXISTING	MB	MAP BOOK		
FAC	FLORIDA ADMINISTRATIVE CODE	MES	MITERED END SECTION	TYP	TYPICAL
		MJ	MECHANICAL JOINT	UGE	UNDERGROUND ELECTRIC
FACBC	FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION	N/A	NOT APPLICABLE	UGT	UNDERGROUND TELEPHONE
		NIC	NOT IN CONTRACT	USACOE	UNITED STATES ARMY CORP OF ENGINEERS
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	NGVD	NATIONAL GEODETIC VERTICAL DATUM	W	WATER (POTABLE)
		OHE	OVERHEAD ELECTRIC		
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	OR	OFFICIAL RECORD		
		PG	PAGE		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	PSI	POUNDS PER SQUARE INCH		
		PVC	POLYVINYL CHLORIDE		
FH	FIRE HYDRANT	PVMT	PAVEMENT		
FOC	FIBER OPTIC CABLE	R	RADIUS		
FF EL	FINISH FLOOR ELEVATION	RCP	REINFORCED CONCRETE PIPE		
FM	FORCE MAIN				
FPD	FEET PER DAY	RPM	REFLECTIVE PAVEMENT		

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 566,193 SF OR 12.998 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY A1A GEO, INC., PROJECT No. 2016-90.
2. THE EXISTING AND PROPOSED ZONING IS PUD (PLANNED UNIT DEVELOPMENT).
3. THE TAX PARCEL NUMBER IS 18-16-33-00-00-0091.
4. THE EXISTING SITE CONDITION IS FORESTED AND UNDEVELOPED. THE FLUCFCS LAND USES ARE (411) PINE FLATWOODS, (425) TEMPERATE HARDWOODS AND (630) WETLAND FORESTED MIXED.
5. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (34) MYAKKA-ST. JOHNS COMPLEX (HYDROLOGIC GROUP D) AND (60) SMYRNA-SMYRNA, WET, FINE SAND, 0 TO 2 PERCENT SLOPES (HYDROLOGIC GROUP B/D).
6. THE SITE IS LOCATED WITHIN ZONES "AE" EL 26.0 AND "X" PER FEMA MAP PANEL No. 12127C0506 H, DATED FEBRUARY 19, 2014. THE ENTIRE DEVELOPMENT (PROPOSED RIGHT-OF-WAY AND RESIDENTIAL LOTS) IS LOCATED IN ZONE "X".
7. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY BRIGHTHOUSE NETWORKS.
8. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE PRO, INC.
9. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
10. STORMWATER WILL BE PROVIDED BY AN ONSITE WET DETENTION POND SYSTEM.
11. POTABLE WATER AND WASTEWATER UTILITIES PROVIDED BY CITY OF PORT ORANGE.
12. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
13. ALL ON-SITE WATER AND SEWER FACILITIES ARE OWNED AND MAINTAINED BY THE PROPERTY OWNER.

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

NEWKIRK ENGINEERING
1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com
Certificate of Authorization No. 30209

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Civil Engineering
Transportation
Construction Engineering & Inspection

Geosam
424 LUNA BELLA LANE, SUITE 122
NEW SMYRNA BEACH, FL 32168

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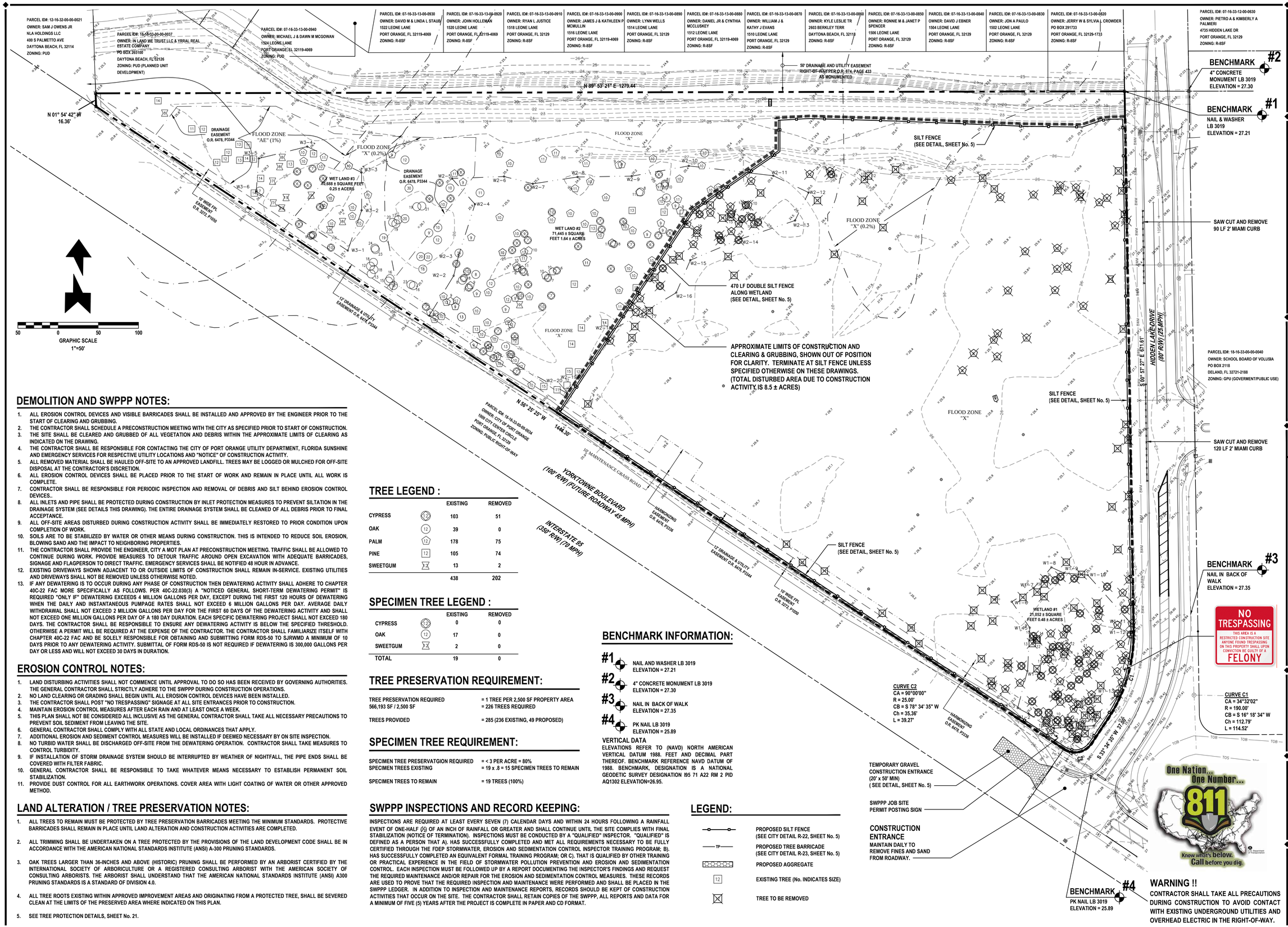
DEVELOPMENT INFORMATION
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

3



DEMOLITION AND SWPPP NOTES:

1. ALL EROSION CONTROL DEVICES AND VISIBLE BARRICADES SHALL BE INSTALLED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CLEARING AND GRUBBING.
2. THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE CITY AS SPECIFIED PRIOR TO START OF CONSTRUCTION.
3. THE SITE SHALL BE CLEARED AND GRUBBED OF ALL VEGETATION AND DEBRIS WITHIN THE APPROXIMATE LIMITS OF CLEARING AS INDICATED ON THE DRAWING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF PORT ORANGE UTILITY DEPARTMENT, FLORIDA SUNSHINE AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
5. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
6. ALL EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO THE START OF WORK AND REMAIN IN PLACE UNTIL ALL WORK IS COMPLETE.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PERIODIC INSPECTION AND REMOVAL OF DEBRIS AND SILT BEHIND EROSION CONTROL DEVICES..
8. ALL INLETS AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY INLET PROTECTION MEASURES TO PREVENT SILTATION IN THE DRAINAGE SYSTEM (SEE DETAILS THIS DRAWING). THE ENTIRE DRAINAGE SYSTEM SHALL BE CLEANED OF ALL DEBRIS PRIOR TO FINAL ACCEPTANCE.
9. ALL OFF-SITE AREAS DISTURBED DURING CONSTRUCTION ACTIVITY SHALL BE IMMEDIATELY RESTORED TO PRIOR CONDITION UPON COMPLETION OF WORK.
10. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION, BLOWING SAND AND THE IMPACT TO NEIGHBORING PROPERTIES.
11. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
12. EXISTING DRIVEWAYS SHOWN ADJACENT TO OR OUTSIDE LIMITS OF CONSTRUCTION SHALL REMAIN IN-SERVICE. EXISTING UTILITIES AND DRIVEWAYS SHALL NOT BE REMOVED UNLESS OTHERWISE NOTED.
13. IF ANY DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-22 FAC MORE SPECIFICALLY AS FOLLOWS. PER 40C-22.030(3) A "NOTICED GENERAL SHORT-TERM DEWATERING PERMIT" IS REQUIRED "ONLY IF" DEWATERING EXCEEDS 4 MILLION GALLONS PER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEWATERING WHEN THE DAILY AVERAGE AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 6 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DEWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DEWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DEWATERING ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SJRWMD A MINIMUM OF 10 DAYS PRIOR TO ANY DEWATERING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DEWATERING IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

EROSION CONTROL NOTES:

1. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
2. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
3. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
4. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
5. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE GENERAL CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
6. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
7. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
8. NO TURBID WATER SHALL BE DISCHARGED OFF-SITE FROM THE DEWATERING OPERATION. CONTRACTOR SHALL TAKE MEASURES TO CONTROL TURBIDITY.
9. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OF NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. PROVIDE DUST CONTROL FOR ALL EARTHWORK OPERATIONS. COVER AREA WITH LIGHT COATING OF WATER OR OTHER APPROVED METHOD.

LAND ALTERATION / TREE PRESERVATION NOTES:

1. ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PRESERVATION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.
2. ALL TRIMMING SHALL BE UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
3. OAK TREES LARGER THAN 36-INCHES AND ABOVE (HISTORIC) PRUNING SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS. THE ARBORIST SHALL UNDERSTAND THAT THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 PRUNING STANDARDS IS A STANDARD OF DIVISION 4.0.
4. ALL TREE ROOTS EXISTING WITHIN APPROVED IMPROVEMENT AREAS AND ORIGINATING FROM A PROTECTED TREE, SHALL BE SEVERED CLEAN AT THE LIMITS OF THE PRESERVED AREA WHERE INDICATED ON THIS PLAN.
5. SEE TREE PROTECTION DETAILS, SHEET No. 21.

TREE LEGEND :

	EXISTING	REMOVED
CYPRESS	103	51
OAK	39	0
PALM	178	75
PINE	105	74
SWEETGUM	13	2
	438	202

SPECIMEN TREE LEGEND :

	EXISTING	REMOVED
CYPRESS	0	0
OAK	17	0
SWEETGUM	2	0
TOTAL	19	0

TREE PRESERVATION REQUIREMENT:

TREE PRESERVATION REQUIRED 566,193 SF / 2,500 SF	= 1 TREE PER 2,500 SF PROPERTY AREA = 226 TREES REQUIRED
TREES PROVIDED	= 285 (236 EXISTING, 49 PROPOSED)

SPECIMEN TREE REQUIREMENT:

SPECIMEN TREE PRESERVATGION REQUIRED	= < 3 PER ACRE = 80%
SPECIMEN TREES EXISTING	= 19 x .8 = 15 SPECIMEN TREES TO REMAIN
SPECIMEN TREES TO REMAIN	= 19 TREES (100%)

BENCHMARK INFORMATION:

#1 NAIL AND WASHER LB 3019 ELEVATION = 27.21

#2 4" CONCRETE MONUMENT LB 3019 ELEVATION = 27.30

#3 NAIL IN BACK OF WALK ELEVATION = 27.35

#4 PK NAIL LB 3019 ELEVATION = 25.89

VERTICAL DATA

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK, DESIGNATION IS A NATIONAL GEODETIC SURVEY DESIGNATION I95 71 A22 RM 2 PID AQ1302 ELEVATION=26.95.

SWPPP INSPECTIONS AND RECORD KEEPING:

INSPECTIONS ARE REQUIRED AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (½) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION). INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A). HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B). HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM; OR C). THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL. EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUEST THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEDGER. IN ADDITION TO INSPECTION AND MAINTENANCE REPORTS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

LEGEND:

- PROPOSED SILT FENCE (SEE CITY DETAIL R-22, SHEET No. 5)
- TP — PROPOSED TREE BARRICADE (SEE CITY DETAIL R-23, SHEET No. 5)
- PROPOSED AGGREGATE
- 12 — EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

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DEMOLITION, TREE REMOVAL AND SWPPP PLAN

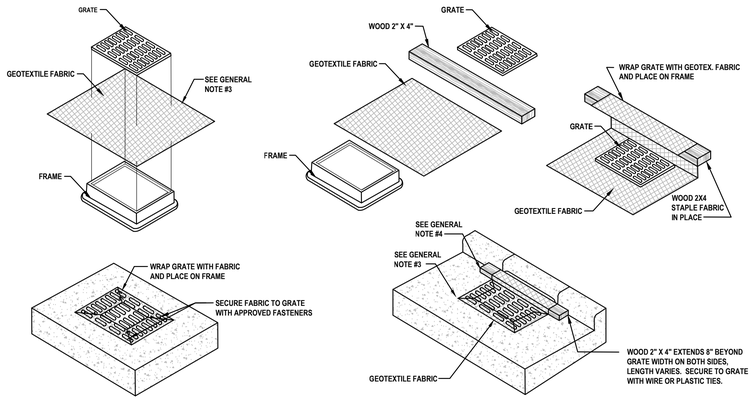
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

4



YARD INLET PROTECTION
(CAN BE INSTALLED IN ANY INLET WITHOUT A CURB BOX)

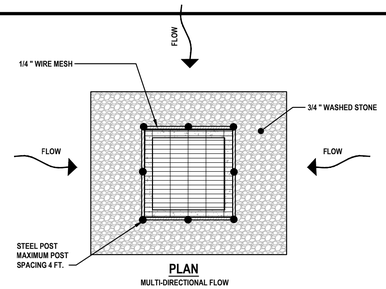
CURB INLET PROTECTION

GENERAL NOTES:

1. GEOTEXTILE TO BE MIRAFI FILTERWEAVE 402 OR GEOTEX 111F. ALTERNATIVES INCLUDE APPROVED EQUAL ASTM D4491 OR 100 TO 150 GALLON PER MINUTE PER SQUARE FOOT.
2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
3. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
4. FOR CURB INLET PROTECTION AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
5. TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.
6. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS, OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

GEOTEXTILE FABRIC INLET PROTECTION

NOT TO SCALE



PLAN
MULTI-DIRECTIONAL FLOW

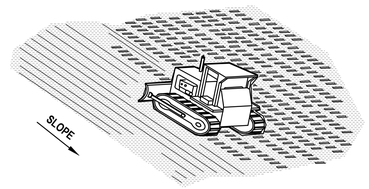
SECTION
MULTI-DIRECTIONAL FLOW

NOTE:

1. SEDIMENT CONTROL STONE SHALL BE 3/4" WASHED STONE.
2. WIRE MESH SHALL BE HARDWARE CLOTH 23 GAUGE MIN. AND SHALL HAVE 1/4 INCH MESH
3. TOP OF WIRE MESH SHALL BE A MINIMUM OF ONE FOOT BELOW THE SHOULDER OR ANY DIVERSION POINT.
4. STEEL POST SHALL BE 5 FT. IN LENGTH, BE INSTALLED 1.5 FT. DEEP MINIMUM, AND BE OF THE SELF-FASTENER ANGLE STEEL TYPE.
5. WOOD POST SHALL BE 5 FT. IN HEIGHT, BE INSTALLED TO 1.5 FT. DEEP MINIMUM, AND BE 3 INCHES IN DIAMETER.
6. POST SPACING SHALL BE A MAXIMUM OF 4 FT.

HARDWARE CLOTH INLET PROTECTION

NOT TO SCALE

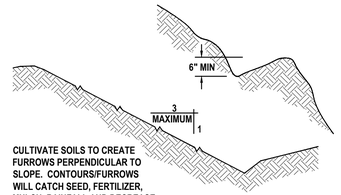


NOTE:

USE DOZER TRACKS TO CREATE GROOVES PERPENDICULAR TO THE SLOPE. GROOVES WILL CATCH SEED, FERTILIZER, MULCH, RAINFALL AND DECREASE SEDIMENT IN RUNOFF.

TRACKING DETAIL

NOT TO SCALE



CULTIVATE SOILS TO CREATE FURROWS PERPENDICULAR TO SLOPE. CONTOURS/FURROWS WILL CATCH SEED, FERTILIZER, MULCH, RAINFALL AND DECREASE RUNOFF.

SURFACE ROUGHENING

(NOT TO SCALE)

TEMPORARY SEEDING SPECIFICATION:

GENERAL
SEEDING CAN BE USED FOR TEMPORARY STABILIZATION. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED. AREAS WHERE FINAL GRADING HAS BEEN COMPLETED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED. TEMPORARY SEED MIXTURE IS SPECIFIED BELOW.

SEEDING MIXTURES
SEED MIXTURE SHALL BE BERMUDA COMMON 90 LB PURE LIVE SEED PER ACRE, FIBER 2000 LB PER ACRE, STABILIZER 120 LB PER ACRE AND FERTILIZER 300 LB PER ACRE.

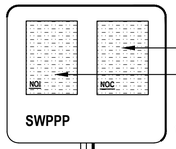
ALL SLOPES AND FLAT GRADE
APPLY 6:20:20 COMMERCIAL ORGANIC FERTILIZER AT A RATE OF 300 LB PER ACRE AND SEED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

TEMPORARY SEEDING

PLANTING DATES	SEED VARIETY	APPLICATION RATE
MARCH 15 -	PENSACOLA BAHIA (SCARIFIED)	90
OCTOBER 15	BERMUDA COMMON (50% HULLED)	25
0CTOBER 16 -	PENSACOLA BAHIA (SCARIFIED)	100
MARCH 14	BERMUDA COMMON (50% HULLED)	35
	ANNUAL RYE GRASS	10
	RYE GRAIN	30

MULCH SEEDED AREA WITH 2 TONS PER ACRE CLEAN GRAIN STRAW. ANCHOR STRAW WITH HYDRAULIC WOOD FIBER MULCH AT THE RATE OF 1000 LB PER ACRE, OR 150-200 POUNDS OF ORGANIC MULCH TACKIFIER PER ACRE, OR USE NETTING.

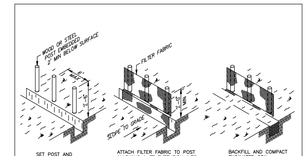
HYDRO FIBER MULCH MIXTURE SHALL BE PERFORMED IN A TANK WITH A CONTINUOUS AGITATION AND RECIRCULATION SYSTEM WITH SUFFICIENT OPERATING CAPACITY TO PRODUCE A HOMOGENOUS SLURRY AND DISCHARGE SYSTEM WHICH WILL APPLY THE SLURRY AT A CONTINUOUS AND UNIFORM RATE. MIXTURE SHALL CONTAIN A GREEN FUGITIVE DYE AS AN APPLICATION INDICATOR.



1. NOTICE OF INTENT (NOI) (APPLICATION FOR PERMIT COVERAGE) AND NOTICE OF COVERAGE (NOC) (OR APPROVAL FROM REGULATORY AGENCY) ARE TO BE POSTED.
2. ALL POSTING IS TO BE AT JOB SITE ENTRANCE WHERE IT MAY BE VIEWED BY AUTHORITIES HAVING JURISDICTION AND THE PUBLIC.
3. POSTING IS REQUIRED FROM THE DAY CONSTRUCTION ACTIVITIES START UNTIL THE NOTICE OF TERMINATION (NOT) IS FILED.
4. PROJECT MUST BE POSTED IN TWO LOCATIONS; AT THE JOB SITE ENTRANCE AND INSIDE WALL OF JOB TRAILER.

JOB SITE PERMIT POSTING DETAIL

NOT TO SCALE

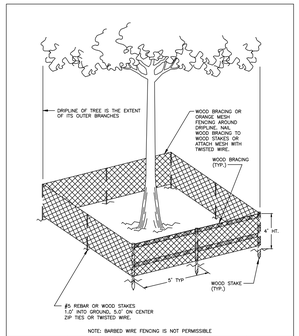


SILT FENCE DETAIL
F.D.O.T. INDEX NO. 102

NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORM- WATER 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 TO THE SIZE AND WEIGHT OF A D-3 DOZER TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.

	STANDARD CONSTRUCTION DETAIL SILT FENCE TURBIDITY BARRIER	FILE NAME: R22.DWG DETAIL REF: R-22
	REV. 12/08	



NOTE: BARBED WIRE FENCING IS NOT PERMISSIBLE

	STANDARD CONSTRUCTION DETAIL TREE PROTECTION BARRICADE	FILE NAME: R23.DWG DETAIL REF: R-23
	REV. 12/08	

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES

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 EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

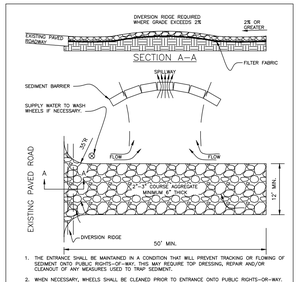
1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. ALL NATURAL VEGETATION SHALL BE RETAINED ON THE SITE UNTIL IT IS TIME TO REMOVE IT. ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
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 AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER
3. WHERE A CHANGE OF GRADE OCCURS AT 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 STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY LAND CLEARING, GRADING OR CONSTRUCTION ACTIVITY. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND, FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE REMOVAL OF ACCUMULATED SEDIMENT AS REQUIRED BY THE CITY'S LAND DEVELOPMENT CODE, SPECIFICALLY IDENTIFIED IN CHAPTER 10, ARTICLE 1, SECTION 3- OF THE LAND DEVELOPMENT CODE.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SURVEY SITE BOUNDARY AND 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 DAMAGE. ADDITIONAL SILT FENCES SHALL BE INSTALLED AS NECESSARY TO ENSURE THAT NO 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 TO BE PRESERVED, THE CONTRACTOR SHALL INSTALL SILT FENCES AT THE EDGE OF THE FILL AS A PROTECTIVE MEASURE. IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING, THIS PRACTICE IS ENCOURAGED BY THE CITY, IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING 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 CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES	FILE NAME: R25.DWG DETAIL REF: R-25
	REV. 12/08	

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES (CONT.)

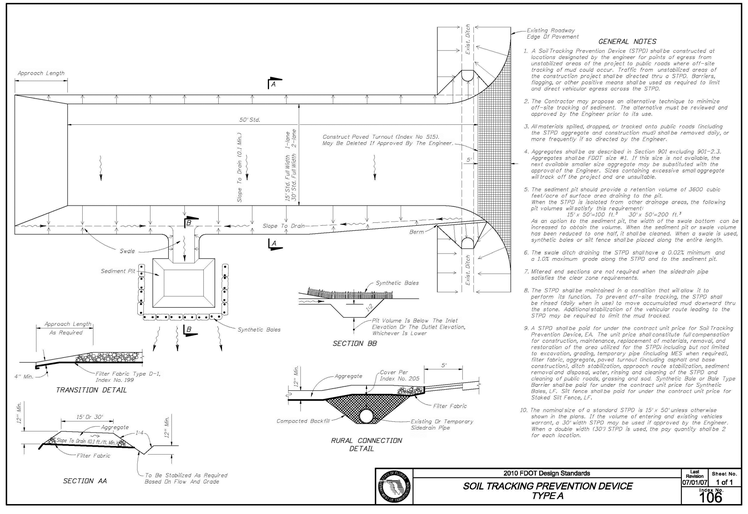
9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, EPHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDED 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 756-5401 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. THIS MUST BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THESE AREAS. THE ROADWAY, PARKING AREAS SHOULD BE SCARIFIED AND USED AS TEMPORARY AND OTHER 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 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 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 RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE, AT A MINIMUM. STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO PREVENT DUST FROM BECOMING A NUISANCE TO ADJACENT PROPERTIES AND ROADWAYS. SPRINKLING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, AND PERMANENT SPRINKLER SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A 4% RANGE BETWEEN 3.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

	STANDARD CONSTRUCTION DETAIL CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING, AND EROSION CONTROL DESIGN AND CONSTRUCTION NOTES	FILE NAME: R26.DWG DETAIL REF: R-26
	REV. 12/08	



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 NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE 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 ROADS (INCLUDING T.C.C.E. CONSTRUCTE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED.
5. A SOIL TRACKING PREVENTION DEVICE (STPD) IS AN ACCEPTABLE ALTERNATIVE TO THIS DETAIL. REFERENCE FDOT INDEX 106 FOR DETAILS.

	STANDARD CONSTRUCTION DETAIL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE	FILE NAME: R27.DWG DETAIL REF: R-27
	REV. 12/08	



	2010 FDOT Design Standards *SOIL TRACKING PREVENTION DEVICE TYPE A*	Last Revised 07/01/07 Sheet No. 1 of 1 FPID No. 106

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

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SWPPP DETAILS AND NOTES

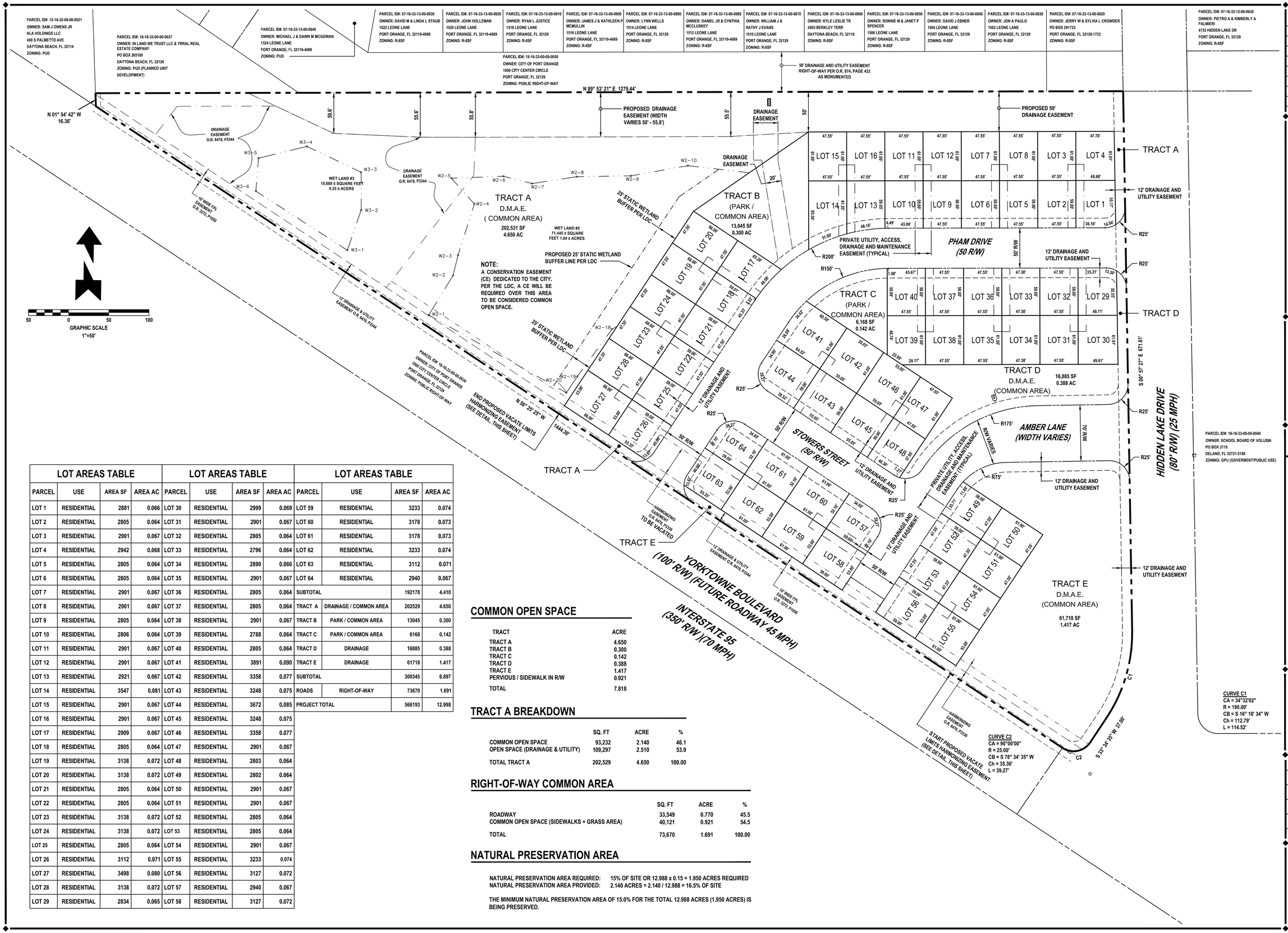
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

5



LOT AREAS TABLE				LOT AREAS TABLE				LOT AREAS TABLE			
PARCEL	USE	AREA SF	AREA AC	PARCEL	USE	AREA SF	AREA AC	PARCEL	USE	AREA SF	AREA AC
LOT 1	RESIDENTIAL	2881	0.066	LOT 30	RESIDENTIAL	2999	0.069	LOT 59	RESIDENTIAL	3233	0.074
LOT 2	RESIDENTIAL	2805	0.064	LOT 31	RESIDENTIAL	2901	0.067	LOT 60	RESIDENTIAL	3178	0.073
LOT 3	RESIDENTIAL	2901	0.067	LOT 32	RESIDENTIAL	2805	0.064	LOT 61	RESIDENTIAL	3178	0.073
LOT 4	RESIDENTIAL	2942	0.068	LOT 33	RESIDENTIAL	2796	0.064	LOT 62	RESIDENTIAL	3233	0.074
LOT 5	RESIDENTIAL	2805	0.064	LOT 34	RESIDENTIAL	2890	0.066	LOT 63	RESIDENTIAL	3112	0.071
LOT 6	RESIDENTIAL	2805	0.064	LOT 35	RESIDENTIAL	2901	0.067	LOT 64	RESIDENTIAL	2940	0.067
LOT 7	RESIDENTIAL	2901	0.067	LOT 36	RESIDENTIAL	2805	0.064	SUBTOTAL		192178	4.410
LOT 8	RESIDENTIAL	2901	0.067	LOT 37	RESIDENTIAL	2805	0.064	TRACT A	DRAINAGE / COMMON AREA	202529	4.650
LOT 9	RESIDENTIAL	2805	0.064	LOT 38	RESIDENTIAL	2901	0.067	TRACT B	PARK / COMMON AREA	13045	0.300
LOT 10	RESIDENTIAL	2806	0.064	LOT 39	RESIDENTIAL	2788	0.064	TRACT C	PARK / COMMON AREA	6168	0.142
LOT 11	RESIDENTIAL	2901	0.067	LOT 40	RESIDENTIAL	2805	0.064	TRACT D	DRAINAGE	16885	0.388
LOT 12	RESIDENTIAL	2901	0.067	LOT 41	RESIDENTIAL	3891	0.090	TRACT E	DRAINAGE	61718	1.417
LOT 13	RESIDENTIAL	2921	0.067	LOT 42	RESIDENTIAL	3358	0.077	SUBTOTAL		300345	6.897
LOT 14	RESIDENTIAL	3547	0.081	LOT 43	RESIDENTIAL	3248	0.075	ROADS	RIGHT-OF-WAY	73670	1.691
LOT 15	RESIDENTIAL	2901	0.067	LOT 44	RESIDENTIAL	3672	0.085	PROJECT TOTAL		566193	12.998
LOT 16	RESIDENTIAL	2901	0.067	LOT 45	RESIDENTIAL	3248	0.075				
LOT 17	RESIDENTIAL	2909	0.067	LOT 46	RESIDENTIAL	3358	0.077				
LOT 18	RESIDENTIAL	2805	0.064	LOT 47	RESIDENTIAL	2901	0.067				
LOT 19	RESIDENTIAL	3138	0.072	LOT 48	RESIDENTIAL	2803	0.064				
LOT 20	RESIDENTIAL	3138	0.072	LOT 49	RESIDENTIAL	2802	0.064				
LOT 21	RESIDENTIAL	2805	0.064	LOT 50	RESIDENTIAL	2901	0.067				
LOT 22	RESIDENTIAL	2805	0.064	LOT 51	RESIDENTIAL	2901	0.067				
LOT 23	RESIDENTIAL	3138	0.072	LOT 52	RESIDENTIAL	2805	0.064				
LOT 24	RESIDENTIAL	3138	0.072	LOT 53	RESIDENTIAL	2805	0.064				
LOT 25	RESIDENTIAL	2805	0.064	LOT 54	RESIDENTIAL	2901	0.067				
LOT 26	RESIDENTIAL	3112	0.071	LOT 55	RESIDENTIAL	3233	0.074				
LOT 27	RESIDENTIAL	3498	0.080	LOT 56	RESIDENTIAL	3127	0.072				
LOT 28	RESIDENTIAL	3138	0.072	LOT 57	RESIDENTIAL	2940	0.067				
LOT 29	RESIDENTIAL	2834	0.065	LOT 58	RESIDENTIAL	3127	0.072				

COMMON OPEN SPACE

TRACT	ACRE
TRACT A	4.650
TRACT B	0.300
TRACT C	0.142
TRACT D	0.388
TRACT E	1.417
PERVIOUS / SIDEWALK IN R/W	0.921
TOTAL	7.818

TRACT A BREAKDOWN

	SQ. FT	ACRE	%
COMMON OPEN SPACE	93,232	2.140	46.1
OPEN SPACE (DRAINAGE & UTILITY)	109,297	2.510	53.9
TOTAL TRACT A	202,529	4.650	100.00

RIGHT-OF-WAY COMMON AREA

	SQ. FT	ACRE	%
ROADWAY	33,549	0.770	45.5
COMMON OPEN SPACE (SIDEWALKS + GRASS AREA)	40,121	0.921	54.5
TOTAL	73,670	1.691	100.00

NATURAL PRESERVATION AREA

NATURAL PRESERVATION AREA REQUIRED: 15% OF SITE OR 12.988 x 0.15 = 1.950 ACRES REQUIRED
NATURAL PRESERVATION AREA PROVIDED: 2.140 ACRES = 2.140 / 12.988 = 16.5% OF SITE

THE MINIMUM NATURAL PRESERVATION AREA OF 15.0% FOR THE TOTAL 12.988 ACRES (1.950 ACRES) IS BEING PRESERVED.

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OVERALL DEVELOPMENT PLAN
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
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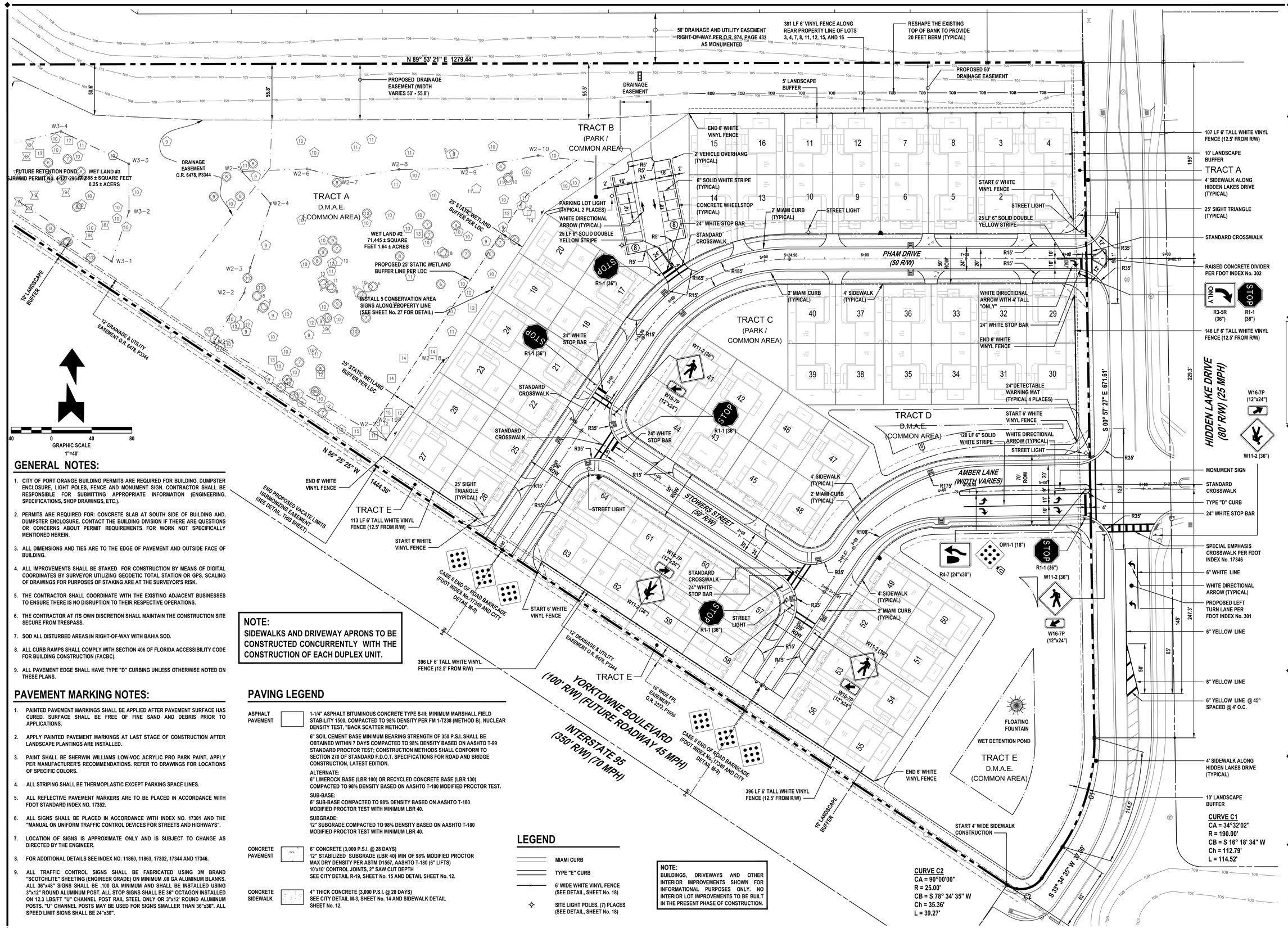

GENERAL NOTES:

1. CITY OF PORT ORANGE BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, FENCE AND MONUMENT SIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.).
2. PERMITS ARE REQUIRED FOR: CONCRETE SLAB AT SOUTH SIDE OF BUILDING AND, DUMPSTER ENCLOSURE. CONTACT THE BUILDING DIVISION IF THERE ARE QUESTIONS OR CONCERNS ABOUT PERMIT REQUIREMENTS FOR WORK NOT SPECIFICALLY MENTIONED HEREIN.
3. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
4. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
5. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
6. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
7. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
8. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
9. ALL PAVEMENT EDGE SHALL HAVE TYPE "D" CURBING UNLESS OTHERWISE NOTED ON THESE PLANS.

PAVEMENT MARKING NOTES:

1. PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
2. APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
3. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
4. ALL STRIPING SHALL BE THERMOPLASTIC EXCEPT PARKING SPACE LINES.
5. ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 17352.
6. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX NO. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
7. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
8. FOR ADDITIONAL DETAILS SEE INDEX NO. 11860, 11863, 17302, 17344 AND 17346.
9. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.3 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".

NOTE:
SIDEWALKS AND DRIVEWAY APRONS TO BE CONSTRUCTED CONCURRENTLY WITH THE CONSTRUCTION OF EACH DUPLEX UNIT.

PAVING LEGEND

ASPHALT PAVEMENT		1-1/4" ASPHALT BITUMINOUS CONCRETE TYPE S-III; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD". 6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST; CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALTERNATE: 6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. SUB-BASE: 6" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40. SUBGRADE: 12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
CONCRETE PAVEMENT	6"	6" CONCRETE (3,000 P.S.I. @ 28 DAYS) 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) 10'x10' CONTROL JOINTS, 2" SAW CUT DEPTH SEE CITY DETAIL R-19, SHEET No. 15 AND DETAIL SHEET No. 12.
CONCRETE SIDEWALK	4"	4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS) SEE CITY DETAIL M-3, SHEET No. 14 AND SIDEWALK DETAIL SHEET No. 12.

LEGEND

- MIAMI CURB
- TYPE "E" CURB
- 6' WIDE WHITE VINYL FENCE (SEE DETAIL, SHEET No. 18)
- SITE LIGHT POLES, (7) PLACES (SEE DETAIL, SHEET No. 18)

NOTE:
BUILDINGS, DRIVEWAYS AND OTHER INTERIOR IMPROVEMENTS SHOWN FOR INFORMATIONAL PURPOSES ONLY. NO INTERIOR LOT IMPROVEMENTS TO BE BUILT IN THE PRESENT PHASE OF CONSTRUCTION.

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SITE LAYOUT PLAN
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY H. NEWKIRK, P.E. LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

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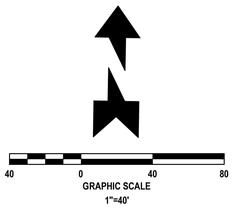


GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. ALL STORM PIPE SHALL BE CONSTRUCTED OF REINFORCED CONCRETE PIPE (RCP). ALL PIPE JOINTS SHALL BE WRAPPED PER FDOT DESIGN STANDARD INDEX No. 280.
3. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
4. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
5. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN. FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
6. ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
7. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
8. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
9. ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).

STORM STRUCTURE SCHEDULE

I.D.	STATION	OFFSET	SIZE	TYPE BOT	TYPE TOP	TOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV
I-01	6+45.44	14.35 RT	---	ALT B	C	25.80	21.80	22.30	---	---	---
I-02	6+45.44	14.35 LT	---	ALT B	C	25.80	17.30	---	22.11	---	22.11
I-03	3+99.06	14.31 LT	4' DIA.	P	C	25.80	15.83	20.67	16.33	E 21.24 SE 22.11	---
I-04	3+99.05	14.37 RT	---	ALT B	C	25.80	21.80	---	---	---	22.30
I-05	2+65.51	23.41 RT	4' DIA.	P	C	25.80	15.49	15.99	15.99	---	---
I-06	2+18.70	23.42 RT	5' DIA.	J	C	25.80	15.38	15.88	---	15.88	17.35
I-07	2+21.86	14.34 LT	---	ALT B	C	26.00	17.10	---	---	17.60	---
I-08	2+18.71	23.40 LT	---	ALT B	C	25.80	17.99	18.49	---	18.49	---
I-09	2+19.77	14.35 RT	---	ALT B	C	26.00	18.25	---	---	---	18.75
I-10	2+65.77	23.10 LT	5' DIA.	J	C	25.80	14.77	---	18.18	15.27	15.27
I-11	3+91.90	26.00 RT	5' DIA.	J	C	25.80	14.40	21.95	14.90	14.90	---
I-12	3+93.39	24.44 LT	---	ALT B	C	25.80	21.80	22.30	22.30	---	---

NOTES:
1. ROUND STRUCTURE BOTTOMS ARE FDOT ALTERNATE 'A'.
2. SQUARE/RECTANGULAR STRUCTURE BOTTOMS ARE FDOT ALTERNATE 'B'.
3. 4'-0" DIAMETER AND SMALLER AND 3'-6" SQUARE STANDARD STRUCTURE BOTTOMS ARE FDOT TYPE DESIGNATED 'P' LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE 'J'.

CONCRETE PIPE MINIMUM SLOPE REQUIREMENTS

PIPE SIZE (IN)	SELF-CLEANSING VELOCITY (FPS)	MANNINGS (N)	RADIUS (FT)	CROSS-SECTIONAL AREA (FT)	WETTED PERIMETER	MINIMUM SLOPE (FT / 100 FT)
15	3.0	0.012	0.625	1.227	FULL & ½ FULL	0.0028
18	3.0	0.012	0.75	1.767	FULL & ½ FULL	0.0022
24	3.0	0.012	1.00	3.142	FULL & ½ FULL	0.0015
30	3.0	0.012	1.25	4.909	FULL & ½ FULL	0.0011
36	3.0	0.012	1.50	7.069	FULL & ½ FULL	0.0009

SUMMARY OF DRAINAGE:

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS EQUAL TO 2.5-INCHES OVER THE IMPERVIOUS SURFACE RUNOFF OVER THE DRAINAGE BASIN. STORMWATER TREATMENT IS PROVIDED BY DRY RETENTION POND. THE TREATMENT SYSTEM IS DESIGNED SO THAT THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT DISCHARGE RATE AND VOLUME FOR THE MEAN ANNUAL, 25 YEAR, 24 HOUR AND 100 YEAR, 24 HOUR STORM EVENTS. THE SYSTEM IS DESIGNED FOR A DRAINAGE RETENTION AREA OF 8.41 ACRES WITH 4.72 ACRES OF IMPERVIOUS SURFACE AND 0.64 ACRE POND WET AREA SURFACE. THE 4.72 ACRES OF IMPERVIOUS SURFACE IS CALCULATED FROM ASPHALT RIGHT-OF-WAY (0.773 ACRES) + ASPHALT PARKING LOT (0.131 ACRES) + CONCRETE APRONS (0.078 ACRES) + CONCRETE SIDEWALKS (0.212 ACRES) + 80% RESIDENTIAL LOT AREA (4.410 x 0.80) = 4.72 ACRES (0.773 + 0.131 + 0.078 + 0.212 + 3.53).

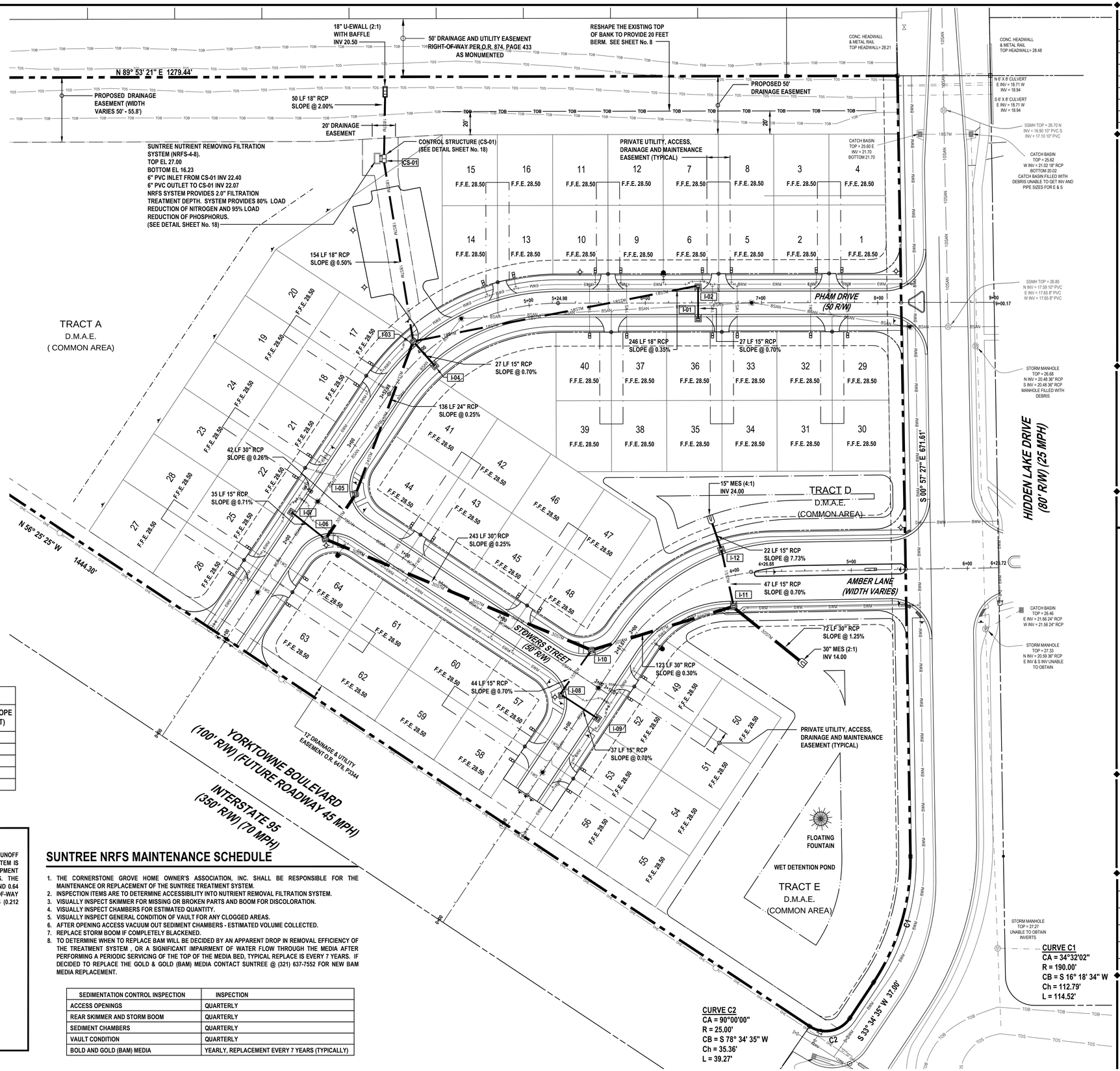
	RAINFALL (INCHES)	OFFSITE DISCHARGE RATE (CFS) PRE	OFFSITE DISCHARGE RATE (CFS) POST	OFFSITE DISCHARGE VOLUME (CF) PRE	OFFSITE DISCHARGE VOLUME (CF) POST	POND PEAK STAGE (FT)
MEAN ANNUAL, 24 HOUR	5.0	4.61	2.34	89,432	63,758	24.69
25 YEAR, 24 HOUR	9.0	10.54	9.62	201,975	148,688	26.08
100 YEAR, 24 HOUR	11.0	13.55	13.01	260,453	178,482	26.68

	TREATMENT VOLUME REQUIRED (CF)	TREATMENT VOLUME PROVIDED (CF)	TREATMENT VOLUME RECOVERY (HOURS)
POND	64,251	64,469	26.0

SUNTREE NRFS MAINTENANCE SCHEDULE

1. THE CORNERSTONE GROVE HOME OWNER'S ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OR REPLACEMENT OF THE SUNTREE TREATMENT SYSTEM.
2. INSPECTION ITEMS ARE TO DETERMINE ACCESSIBILITY INTO NUTRIENT REMOVAL FILTRATION SYSTEM.
3. VISUALLY INSPECT SKIMMER FOR MISSING OR BROKEN PARTS AND BOOM FOR DISCOLORATION.
4. VISUALLY INSPECT CHAMBERS FOR ESTIMATED QUANTITY.
5. VISUALLY INSPECT GENERAL CONDITION OF VAULT FOR ANY CLOGGED AREAS.
6. AFTER OPENING ACCESS VACUUM OUT SEDIMENT CHAMBERS - ESTIMATED VOLUME COLLECTED.
7. REPLACE STORM BOOM IF COMPLETELY BLACKENED.
8. TO DETERMINE WHEN TO REPLACE BAM WILL BE DECIDED BY AN APPARENT DROP IN REMOVAL EFFICIENCY OF THE TREATMENT SYSTEM , OR A SIGNIFICANT IMPAIRMENT OF WATER FLOW THROUGH THE MEDIA AFTER PERFORMING A PERIODIC SERVICING OF THE TOP OF THE MEDIA BED, TYPICAL REPLACE IS EVERY 7 YEARS. IF DECIDED TO REPLACE THE GOLD & GOLD (BAM) MEDIA CONTACT SUNTREE @ (321) 637-7552 FOR NEW BAM MEDIA REPLACEMENT.

SEDIMENTATION CONTROL INSPECTION	INSPECTION
ACCESS OPENINGS	QUARTERLY
REAR SKIMMER AND STORM BOOM	QUARTERLY
SEDIMENT CHAMBERS	QUARTERLY
VAULT CONDITION	QUARTERLY
BOLD AND GOLD (BAM) MEDIA	YEARLY, REPLACEMENT EVERY 7 YEARS (TYPICALLY)



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MASTER DRAINAGE PLAN

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8

GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/4 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A 1.0% CROSS SLOPE (2.0% MAXIMUM).
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

BENCHMARK INFORMATION:

#1 NAIL AND WASHER LB 3019
ELEVATION = 27.21

#2 4" CONCRETE MONUMENT LB 3019
ELEVATION = 27.30

#3 NAIL IN BACK OF WALK
ELEVATION = 27.35

#4 PK NAIL LB 3019
ELEVATION = 25.89

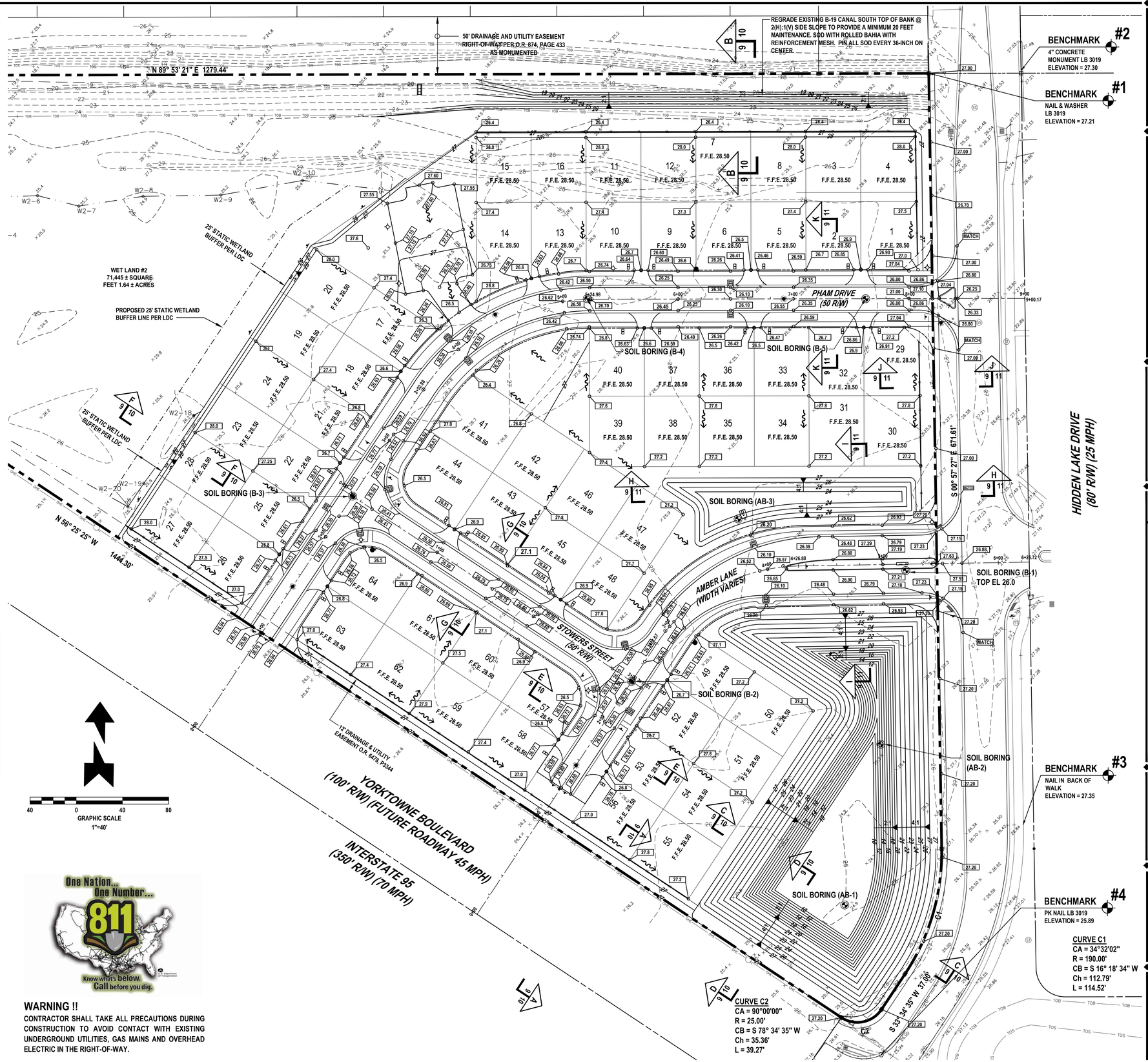
VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK, DESIGNATION IS A NATIONAL GEODETIC SURVEY DESIGNATION I95 71 A22 RM 2 PID AQ1302 ELEVATION=26.95.

CONTOUR LEGEND:

- 85 — EXISTING CONTOUR
- 85 — PROPOSED CONTOUR
- DRAINAGE FLOW ARROW

SOIL BORING ELEVATION CHART

BORING	TOP ELEVATION	NORMAL SEASONAL WATER TABLE (NSWT)	SEASONAL HIGH WATER TABLE (SWHT)
AB-1	24.9	22.4	23.4
AB-2	25.4	21.4	22.4
AB-3	25.7	21.7	22.7
B-1	26.0	22.0	23.0
B-2	26.2	21.7	22.7
B-3	26.7	22.2	23.2
B-4	26.0	22.0	23.0
B-5	25.9	21.9	22.9



One Nation... One Number... 811 Know what's below. Call before you dig.

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

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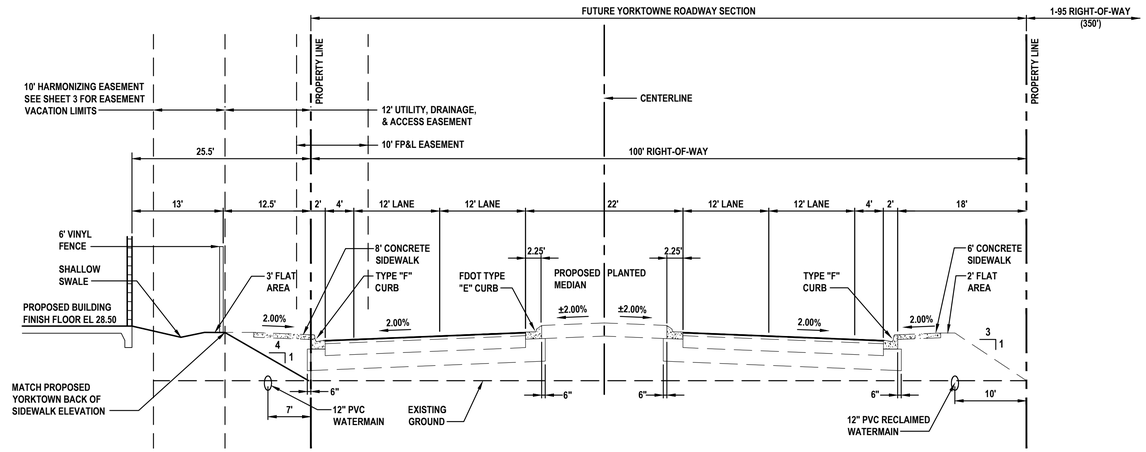
OVERALL GRADING PLAN
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER
9



SECTION A (TYPICAL FUTURE PAVEMENT SECTION)

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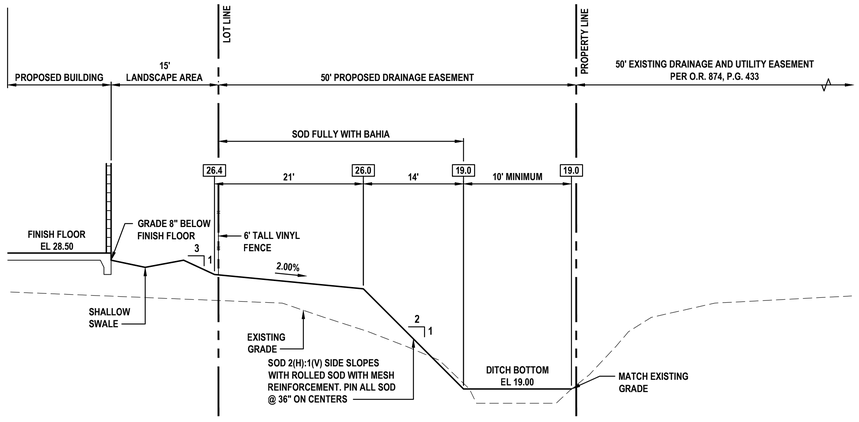

SECTION B

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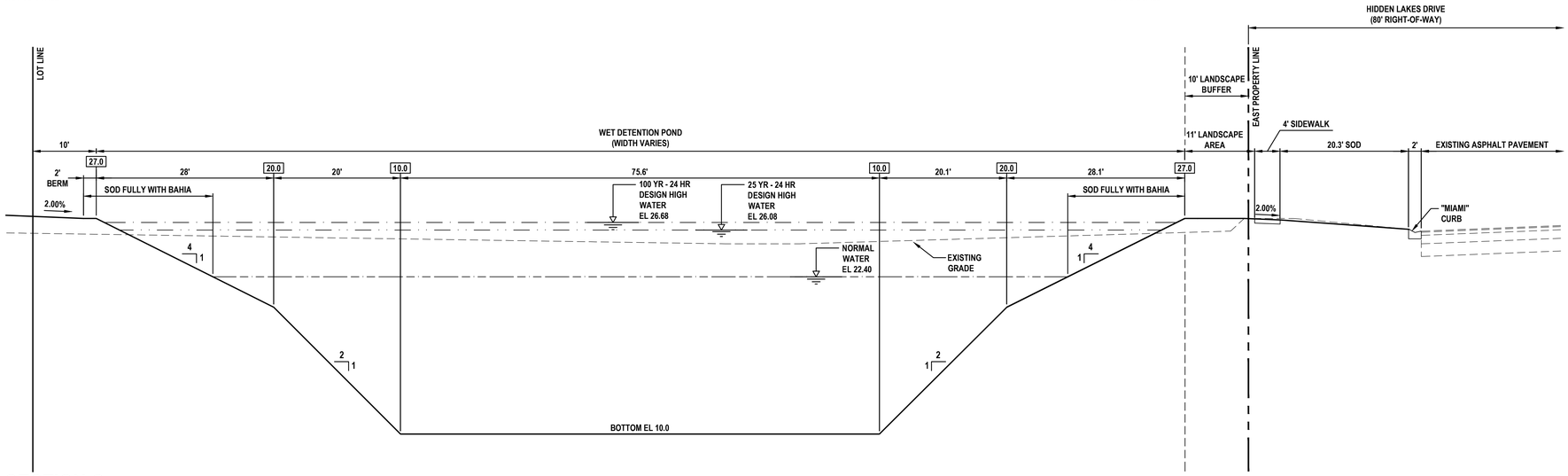

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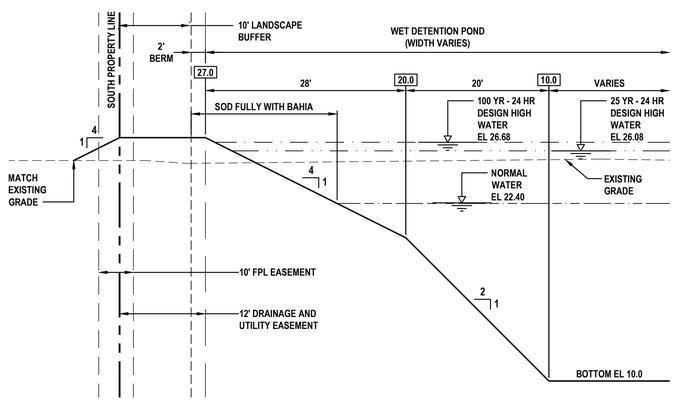

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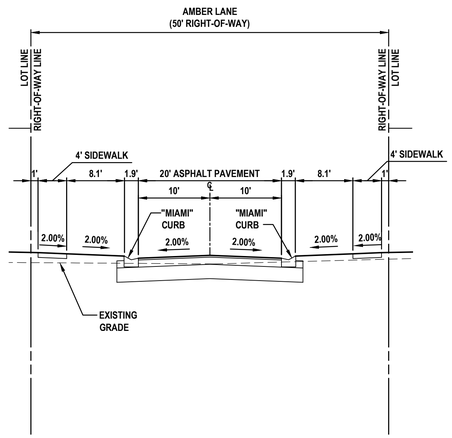

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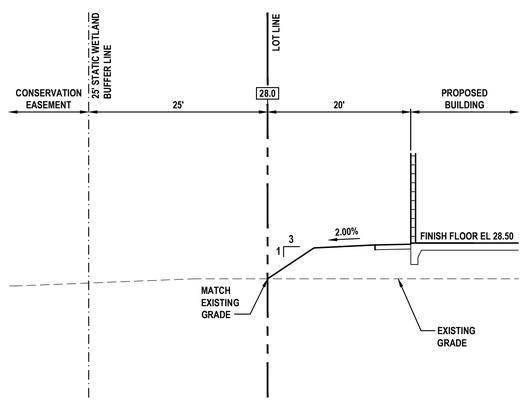

SECTION F

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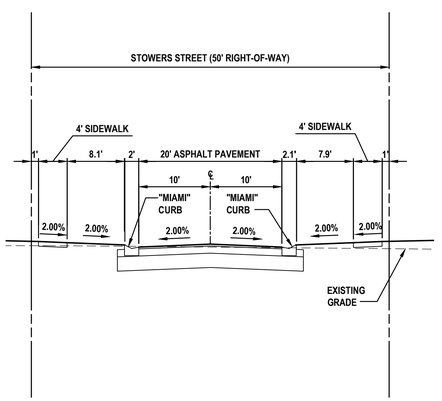

SECTION G

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REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

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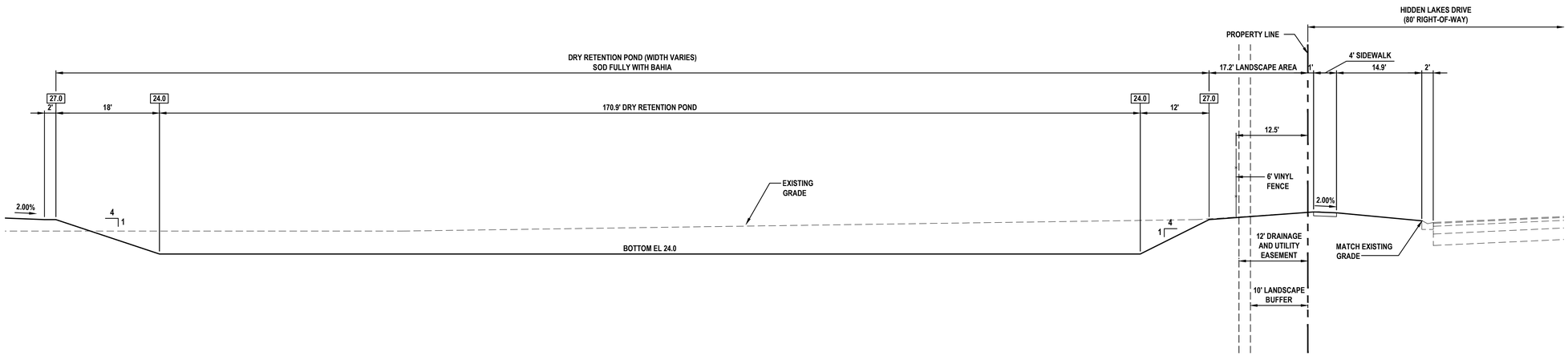
AS SHOWN
CROSS SECTIONS
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY H. NEWKIRK, P.E. # 62971
LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

10



SECTION H

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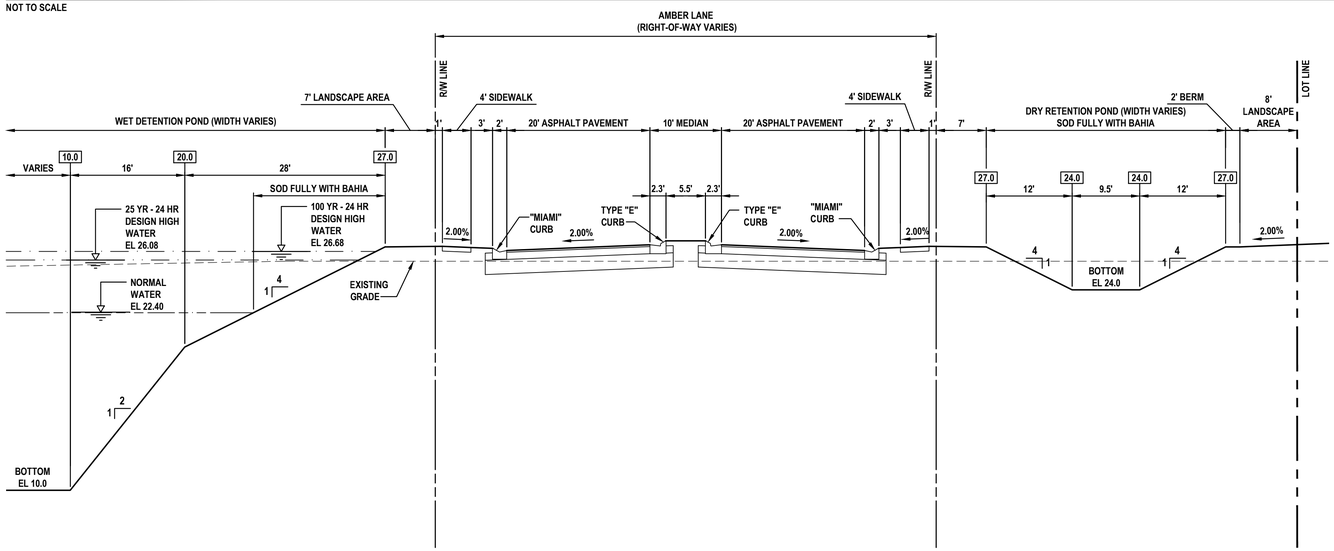

SECTION I

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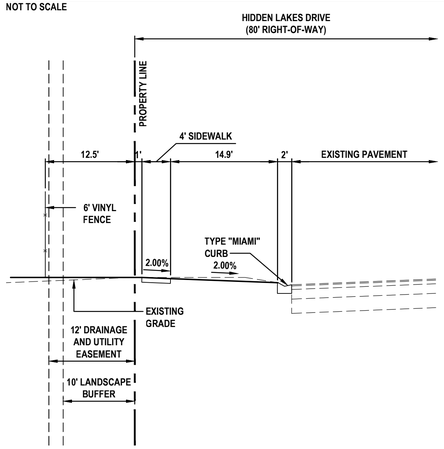

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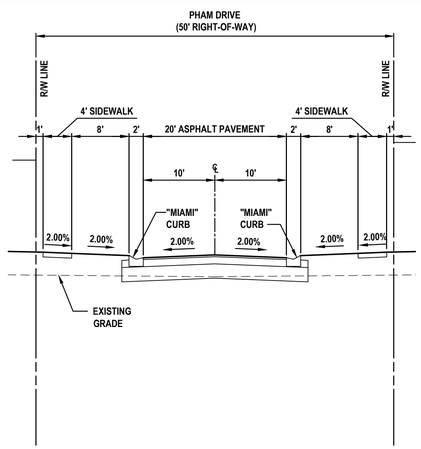

SECTION K

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CROSS SECTIONS

CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

11

GENERAL WATER NOTES:

1. THE CITY OF PORT ORANGE WATER UTILITY DEPARTMENT SHALL BE NOTIFIED PRIOR TO BEGINNING ANY WATER SYSTEM CONSTRUCTION.
2. ALL WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDEP REGULATIONS AND THE CITY OF PORT ORANGE UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).
3. CONTRACTOR IS TO VERIFY THE LOCATION (HORIZONTAL AND VERTICAL) OF ALL EXISTING UTILITIES (UNDERGROUND AND OVERHEAD) PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY CONFLICTS SHALL BE REPORTED TO THE ENGINEER.
4. CONTRACTOR IS RESPONSIBLE FOR RESTORATION OF ANY EXISTING PAVEMENT, SIDEWALK, CURBING, UTILITIES AND DRAINAGE SYSTEMS DAMAGED DURING CONSTRUCTION. ALL DAMAGED AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. LOCATION OF TELEPHONE, T.V. CABLE AND ELECTRICAL SERVICE CONNECTIONS TO BE DETERMINED BY APPROPRIATE UTILITIES PERSONNEL IN COOPERATION WITH CONTRACTOR.
6. 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.
7. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 95 PERCENT (AASHTO-T180).
8. WATER SERVICES FROM 3/4" TO 2" POLYETHYLENE (ENDOT ENDOPURE) WITH 30" MINIMUM COVER.
9. WATER MAIN FROM 4" TO 12" SHALL BE PVC CLASS 150 (DR 18) WITH 36" MINIMUM COVER.
10. ALL WATER AND FIRE SERVICES ARE REQUIRED TO HAVE A HARD BODY GATE VALVE OFF THE MAIN LINE.
11. ALL VALVES SHALL BE BOLTED TO TEES.
12. ALL POTABLE WATER PIPE SHALL HAVE "NSF POTABLE WATER" IMPRINTED ON THE PIPE.
13. A TAPPING CONTRACTOR ACCEPTABLE TO THE CITY OF PORT ORANGE WILL BE REQUIRED FOR TAPS.
14. THE CONTRACTOR SHALL MAKE ALL ATTEMPTS TO LOCATE BURIED UTILITIES AND NOTIFY THE UTILITY COMPANIES 48 HR. PRIOR TO CONSTRUCTION.
15. UTILITY TRENCH CONSTRUCTION SHALL CONFORM TO CITY OF PORT ORANGE AND OSHA REQUIREMENTS.
16. IN THE CASE WHERE SOLVENT CONTAMINATION IS FOUND IN THE TRENCH, WORK WILL BE STOPPED AND THE PROPER AUTHORITIES NOTIFIED. WITH THE APPROVAL OF THE CITY OF PORT ORANGE UTILITY DEPARTMENT, DUCTILE IRON PIPE, FITTINGS AND APPROVED SOLVENT RESISTANT GASKET MATERIAL SHALL BE USED IN THE CONTAMINATED AREA. THE DUCTILE IRON PIPE WILL EXTEND AT LEAST 100 FEET BEYOND ANY DISCOVERED SOLVENT.

GENERAL SEWER NOTES:

1. CITY OF PORT ORANGE SHALL BE NOTIFIED PRIOR TO ANY SEWER CONSTRUCTION.
2. ALL SEWER CONSTRUCTION MUST COMPLY WITH FDEP REGULATIONS AND THE CITY OF PORT ORANGE UTILITY DETAILS AND SPECIFICATIONS (LATEST EDITION).
3. ALL SANITARY SEWER LINES SHALL BE PVC SDR 26 DUE TO THE MINIMUM AMOUNT OF COVER. WATER LINES, RECLAIMED LINES AND STORM DRAINAGE CROSSINGS SHALL FOLLOW THE C-900 OR CONCRETE ENCASEMENT REQUIREMENT PER THESE STANDARDS AND AS FDEP REQUIREMENTS. STANDARDS AND AS PER FDEP REQUIREMENTS.
4. SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY CITY OF PORT ORANGE.
5. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
6. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES WILL NOT BE ACCEPTED. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY OF PORT ORANGE.
7. SANITARY SEWER PIPE SHALL BE PVC SDR 26.
8. EXCAVATION AND BACKFILL: THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING OF EXCAVATION WORK IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY OF PORT ORANGE, THE DESIGN ENGINEER, AND THE DEVELOPER.
9. ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO MINIMUM COMPACTION OF (95) PERCENT OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
10. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR.
11. GRAVITY MAINS MUST HAVE A TELEVISED INSPECTION. A VIDEO INSPECTION FORM MUST BE FAXED TO THE CITY OF PORT ORANGE WASTEWATER COLLECTION DEPARTMENT 48 HOURS PRIOR TO VIDEO INSPECTION. A CITY INSPECTOR MUST BE PRESENT.
12. SEWER CLEANOUT LOCATED ON PAVEMENT AND SIDEWALK AREA SHALL BE TRAFFIC BEARING FLAT TOP BRASS CAP.

GENERAL UTILITY NOTE

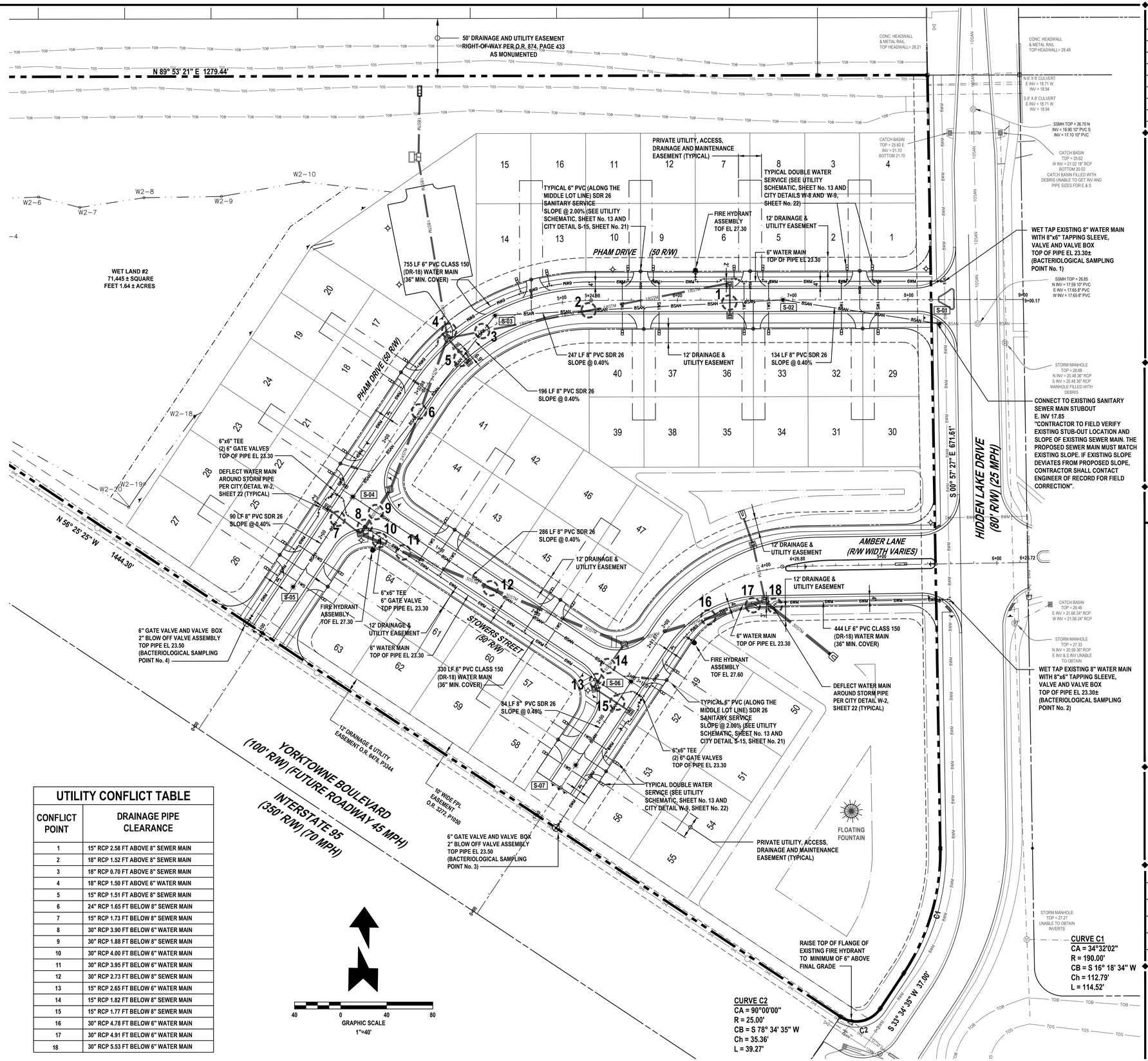
THERE WILL NOT BE ANY OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE OWNER'S, DEVELOPER'S EXPENSE. THIS APPLIES TO ALL CABLE, CONDUITS, OR WIRES FORMING PART OF AN ELECTRICAL DISTRIBUTION SYSTEM, INCLUDING SERVICE LINES TO INDIVIDUAL PROPERTIES NECESSARY TO SERVE NEW DEVELOPMENT, OR EXISTING DEVELOPMENT WHERE NEW OR UPGRADED SERVICE IS BEING INSTALLED.

PROPOSED UTILITY LEGEND

- FM — FORCE MAIN (# INDICATES SIZE)
- SAN — SANITARY SEWER (# INDICATES SIZE)
- WS — POLYETHYLENE WATER SERVICE (# INDICATES SIZE)
- WM — WATER MAIN (# INDICATES SIZE)
- REC — RECLAIM SERVICE (# INDICATES SIZE)
- GAS — GAS SERVICE (# INDICATES SIZE)
- UGE — UNDERGROUND ELECTRICAL CONDUIT (# INDICATES SIZE)
- 1 — UTILITY CONFLICT (SEE TABLE THIS SHEET)

SANITARY STRUCTURE SCHEDULE

STRUCTURE	STATION	OFFSET	TOP	NORTH INV	SOUTH INV	EAST INV	WEST INV
S-01	8+27.49	20.93' RT	26.80	----	----	17.85	17.95
S-02	6+91.46	0.0' RT	26.51	----	----	18.49	18.59
S-03	4+41.80	7.0' LT	26.30	---	19.68	19.58	----
S-04	2+42.10	0.0' RT	26.57	20.46	20.56	20.56	----
S-05	1+48.31	0.0' RT	26.74	20.92	----	----	----
S-06	2+42.10	0.0' RT	26.57	----	21.80	----	21.70
S-07	1+54.97	0.0' RT	26.71	22.14	----	----	----



UTILITY CONFLICT TABLE

CONFLICT POINT	DRAINAGE PIPE CLEARANCE
1	15" RCP 2.58 FT ABOVE 8" SEWER MAIN
2	18" RCP 1.52 FT ABOVE 8" SEWER MAIN
3	18" RCP 0.70 FT ABOVE 8" SEWER MAIN
4	18" RCP 1.50 FT ABOVE 6" WATER MAIN
5	15" RCP 1.51 FT ABOVE 8" SEWER MAIN
6	24" RCP 1.65 FT BELOW 8" SEWER MAIN
7	15" RCP 1.73 FT BELOW 8" SEWER MAIN
8	30" RCP 3.90 FT BELOW 6" WATER MAIN
9	30" RCP 1.88 FT BELOW 8" SEWER MAIN
10	30" RCP 4.00 FT BELOW 6" WATER MAIN
11	30" RCP 3.95 FT BELOW 6" WATER MAIN
12	30" RCP 2.73 FT BELOW 8" SEWER MAIN
13	15" RCP 2.65 FT BELOW 6" WATER MAIN
14	15" RCP 1.82 FT BELOW 8" SEWER MAIN
15	15" RCP 1.77 FT BELOW 8" SEWER MAIN
16	30" RCP 4.78 FT BELOW 6" WATER MAIN
17	30" RCP 4.91 FT BELOW 6" WATER MAIN
18	30" RCP 5.53 FT BELOW 6" WATER MAIN

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MASTER UTILITY PLAN
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
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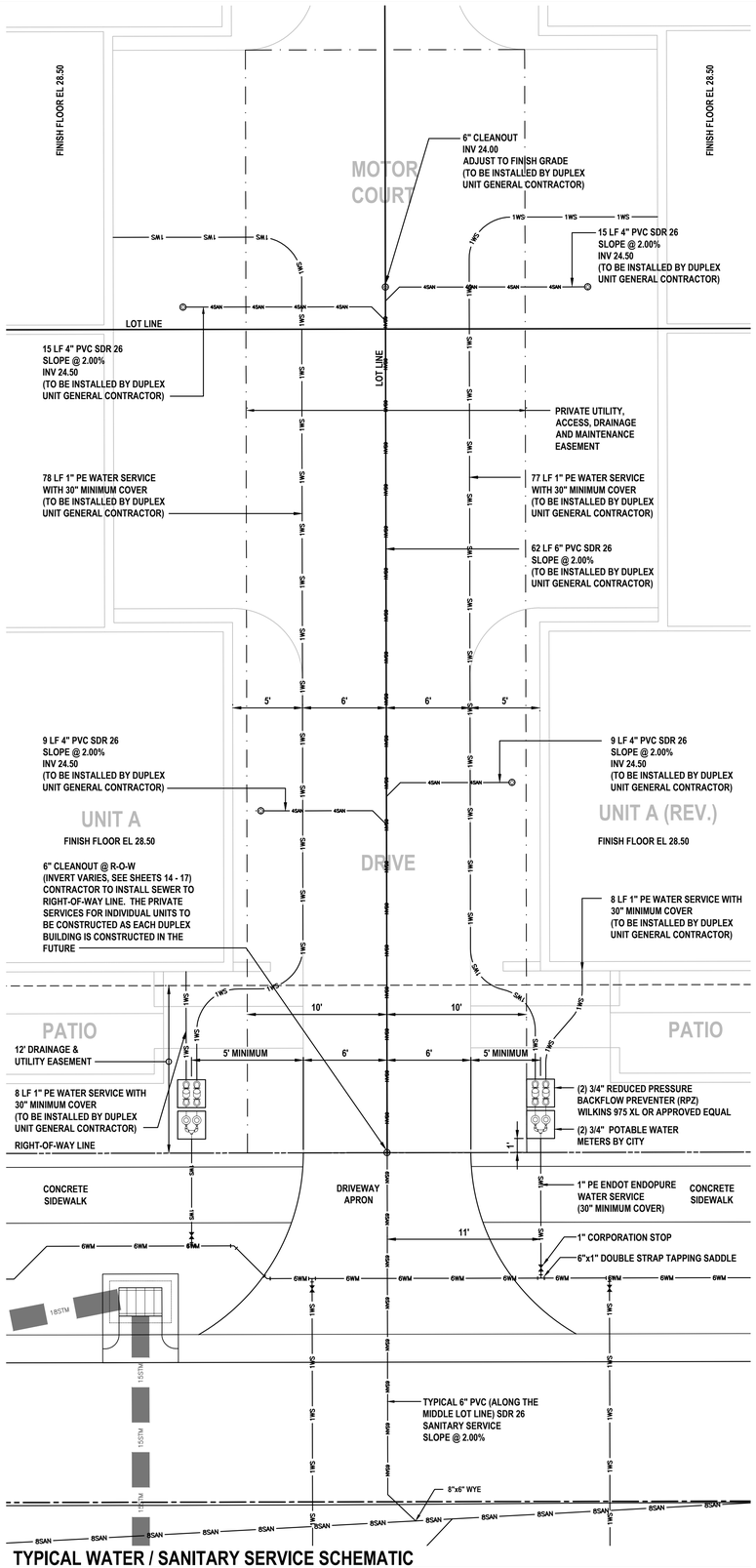
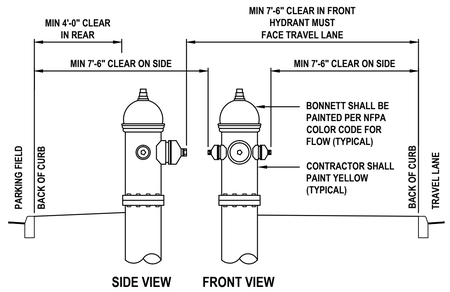


TYPICAL WATER / SANITARY SERVICE SCHEMATIC

NOT TO SCALE

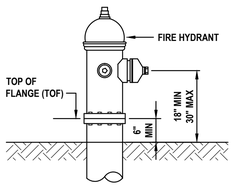
FDEP WATER NOTES

1. ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT WILL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
2. ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61.
3. ALL PROPOSED WATER MAINS SHALL BE FLUSHED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH AWWA SPECIFICATIONS C-651 AND THE FDEP PROTECTION REQUIREMENTS.
4. POTABLE WATER PIPES SHALL BE HYDROSTATICALLY TESTED FOR PRESSURE AND LEAKAGE IN ACCORDANCE WITH AWWA STANDARD C600 FOR DUCTILE IRON PIPES AND C605 FOR PVC PIPES, RESPECTIVELY.
5. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL CONTAIN NO LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT WILL CONTAIN NO MORE THAN 0.2% LEAD.
6. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(B)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR. (UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE, WILL HAVE A CO-EXTRUDED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL; AND UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPE WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.)
7. POTABLE WATER PIPES MUST BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING AWWA SPECIFICATIONS:
   - A. DUCTILE IRON PIPE (3 INCHES TO 54 INCHES) - AWWA C150 AND AWWA C151;
   - B. PVC PIPE
     - (1) AWWA C900/ASTM 1784 (1 INCH TO 12 INCHES) WITH CL200 MINIMUM:
     - (2) AWWA C905 (14 INCHES TO 48 INCHES);
8. ALL FIRE HYDRANTS THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL HAVE UNPLUGGED, UNDERGROUND DRAINS WILL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER OR VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
9. NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDED PROCEDURES.
10. A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT; BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE; AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.
11. ALL WATER MAIN TEES, BENDS, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT WILL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT.
12. NEW OR ALTERED WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL BE CONSTRUCTED OF ASBESTOS-CEMENT OR POLYVINYL CHLORIDE PIPE WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C603 OR C605, RESPECTIVELY, AND ALL OTHER NEW OR ALTERED WATER MAINS INCLUDED IN THIS PROJECT WILL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600.
13. NEW OR RELOCATED, UNDERGROUND WATER MAINS INCLUDED IN THIS PROJECT WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER); A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM."
14. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT ARE INCLUDED IN THIS PROJECT AND THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.
15. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL 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, F.A.C., 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, F.A.C.
16. IF CONNECTION OF THE PROPOSED ACTIVITY TO THE WATER MAIN WILL RESULT IN A DEPRESSURIZATION OF THE EXISTING SYSTEM BELOW 20 POUNDS PER SQUARE INCH, ONE OF THE FOLLOWING MUST OCCUR;
   - A. PRECAUTIONARY BOIL WATER NOTICES MUST BE ISSUED IN CASES OF PLANNED DISTRIBUTION INTERRUPTIONS, WHICH ARE DEEMED AN IMMINENT PUBLIC HEALTH THREAT BY THE DEP CENTRAL DISTRICT OR WILL AFFECT THE BACTERIOLOGICAL QUALITY OF THE DRINKING WATER UNLESS THE PUBLIC WATER SYSTEM CAN DEMONSTRATE, BY SOUND ENGINEERING JUDGMENT, THAT THE INTEGRITY OF THE WATER SYSTEM HAS BEEN MAINTAINED; OR
   - B. IN CASE OF BRIEF INTERRUPTION IN SERVICE, ADVISORIES (NOT BOIL WATER NOTICES) SHOULD BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR AND NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.



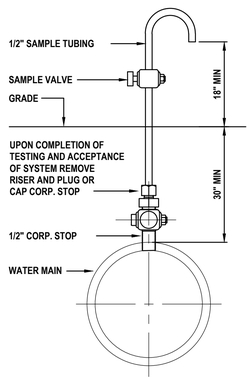
TYPICAL FIRE HYDRANT CLEARANCE REQUIREMENT

NOT TO SCALE



TOP OF FLANGE REFERENCE POINT DETAIL

NOT TO SCALE



BACTERIOLOGICAL SAMPLE POINT DETAIL

NOT TO SCALE

FDEP WASTEWATER NOTES

1. APPROPRIATE DEFLECTION TEST ARE SPECIFIED FOR ALL FLEXIBLE PIPE. TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM. TESTING REQUIREMENTS SPECIFY: 1) NO PIPE SHALL EXCEED A DEFLECTION OF 5%; 2) USING RIGID BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATIONS, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURE; AND 3) PERFORMING THE TEST WITHOUT MECHANICAL PULLING DEVICES.
2. LEAKAGE TEST ARE SPECIFIED REQUIRING THAT: 1) THE LEAKAGE EXFILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM; 2) EXFILTRATION OR INFILTRATION TEST BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET; AND 3) AIR TEST, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM C 924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND OTHER MATERIAL APPROPRIATE TEST PROCEDURES.
3. MANHOLE INSPECTION AND TESTING FOR WATERTIGHTNESS OR DAMAGE PRIOR TO PLACING INTO SERVICE ARE REQUIRED. AIR TESTING SPECIFIED FOR CONCRETE SEWER MANHOLES, SHALL CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C-1244.
4. SUITABLE COUPLINGS COMPLYING WITH ASTM SPECIFICATIONS ARE REQUIRED FOR JOINING DISSIMILAR MATERIALS.
5. CONCRETE MANHOLES SHALL HAVE THE FOLLOWING: 1) MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SEALED WITH NON-SHRINK MORTAR OR OTHER APPROPRIATE MATERIAL; 2) INLET AND OUTLET PIPES BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATERTIGHT CONNECTION OR ANOTHER WATERTIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL; 3) WATERTIGHT MANHOLE COVERS BE USED WHEREVER THE TOPS MAY BE FLOODED BY STREET RUNOFF OR HIGH WATER.

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LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)	WATER MAIN 3 FT MINIMUM	WATER MAIN 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 3 FT MINIMUM WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN 10 FT PREFERRED 3 FT MINIMUM	WATER MAIN 12 INCHES PREFERRED 6 INCHES MINIMUM	ALTERNATE 3 FT MINIMUM WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4)	WATER MAIN 10 FT PREFERRED 6 FT MINIMUM (3)	WATER MAIN 12 INCHES IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6 INCHES IS THE MINIMUM AND 12 INCHES IS PREFERRED	ALTERNATE 6 FT MINIMUM WATER MAIN
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10 FT MINIMUM (3)	———	———

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
(3) 3 FT FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

TABLE 1: CLASSES OF EMBEDMENT AND BACKFILL MATERIALS

ASTM D 2321 MATERIAL CLASS	ASTM D 2487 USCS SOIL GROUP	MATERIAL TYPE	% PASSING			ATTERBERG LIMITS	
			1 1/2 IN.	NO. 4	NO. 200	LL	PI
IA	NONE	MANUFACTURED OPEN GRADED AGGREGATES	100%	≤10%	<5%	NON PLASTIC	
IB	NONE	MANUFACTURED DENSE GRADED AGGREGATES	100%	≤50%	<5%	NON PLASTIC	
II	GW	COARSE-GRAINED SOILS, CLEAN	100%	<50% OF "COARSE FRACTION"	<5%	NON PLASTIC	
	GP						
	SW			>50% OF "COARSE FRACTION"			
	SP						
III	GM	COARSE-GRAINED SOILS W/ FINES	100%	<50% OF "COARSE FRACTION"	12% TO 50%		<4 OR <"A" LINE
	GC						<7 OR >"A" LINE
	SM			>50% OF "COARSE FRACTION"			>4 OR <"A" LINE
	SC						>7 OR >"A" LINE
IV-A	ML	FINE-GRAINED SOILS	100%	100%	>50%	<50	<4 OR <"A" LINE
	CL						>7 OR >"A" LINE

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

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1370 North US1, Suite 204
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Phone (386) 290-7599
Harry@Newkirk-Engineering.com
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UTILITY DETAILS AND NOTES
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 50'

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13

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Community Development

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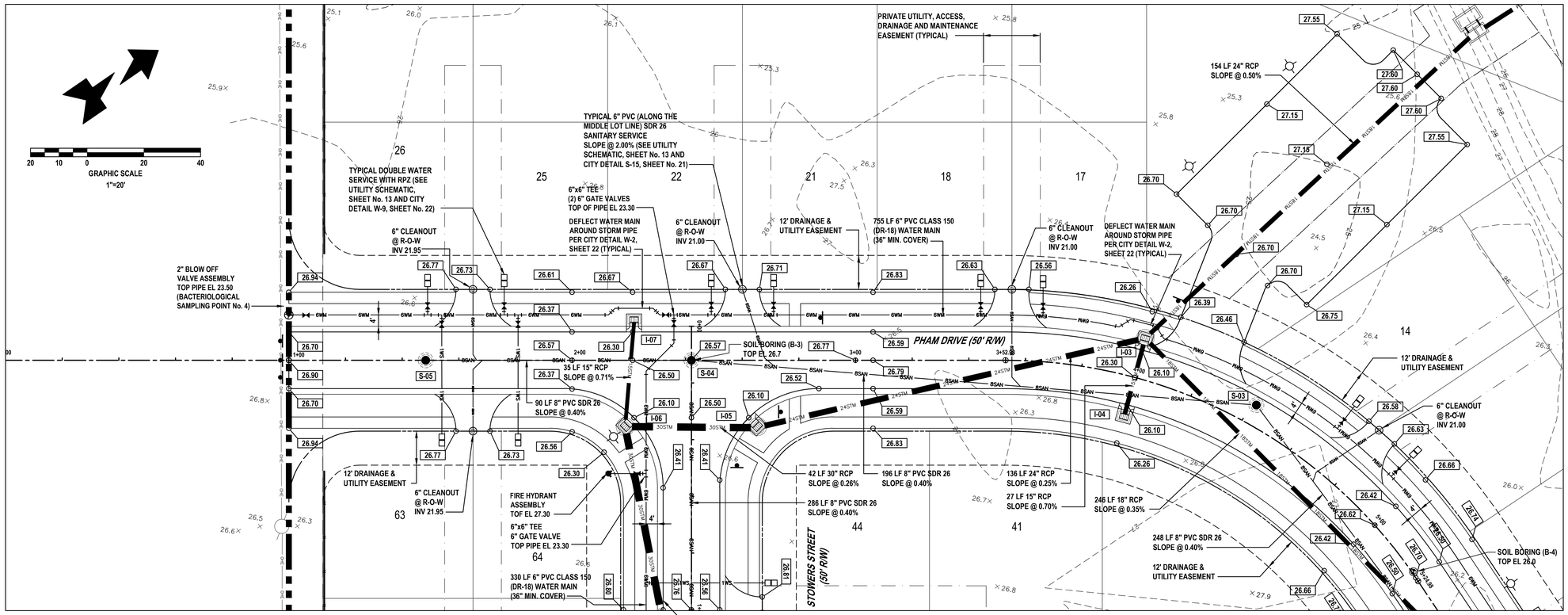
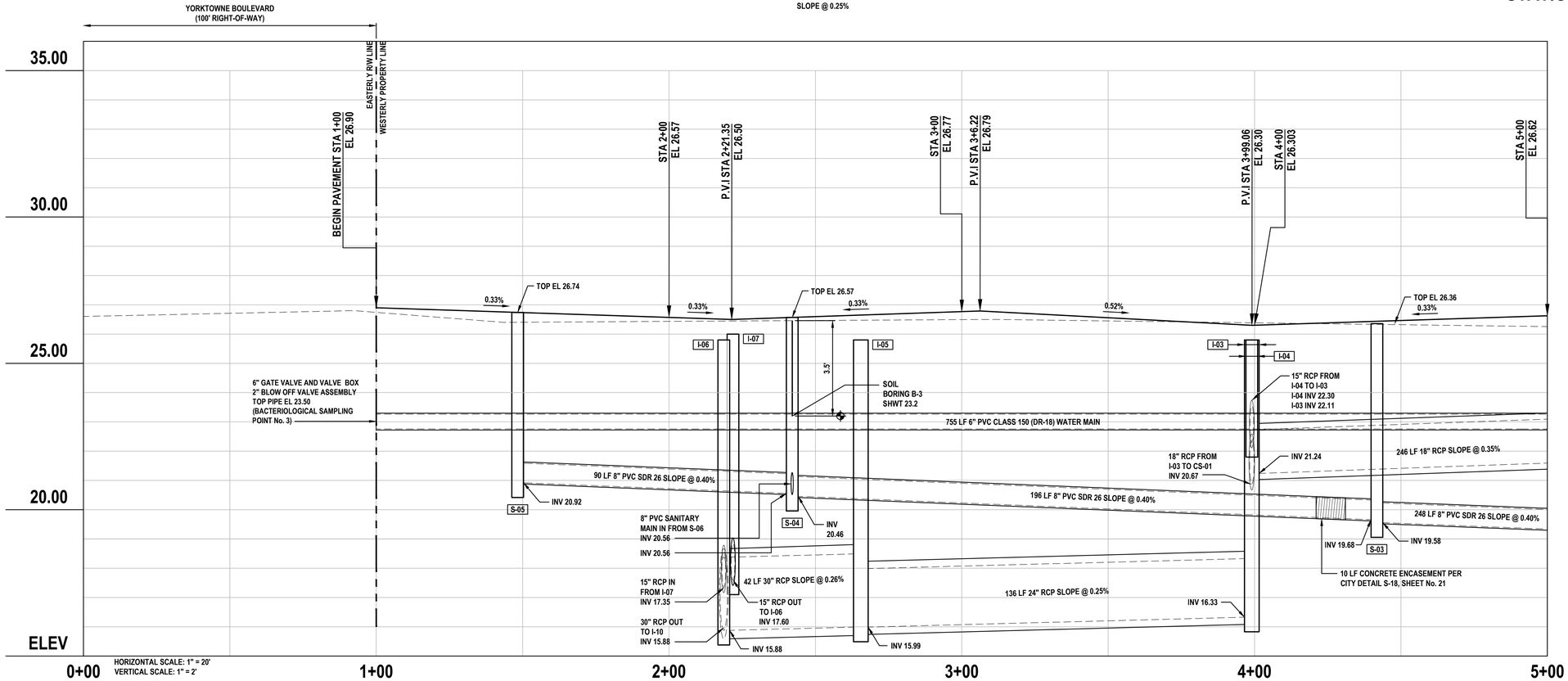


STATION 0+00 TO 5+00



STATION 0+00 TO 5+00

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PLAN AND PROFILE PHAM DRIVE, 0+00 - 5+00

CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
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SCALE:	AS SHOWN

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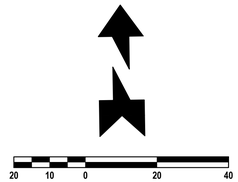
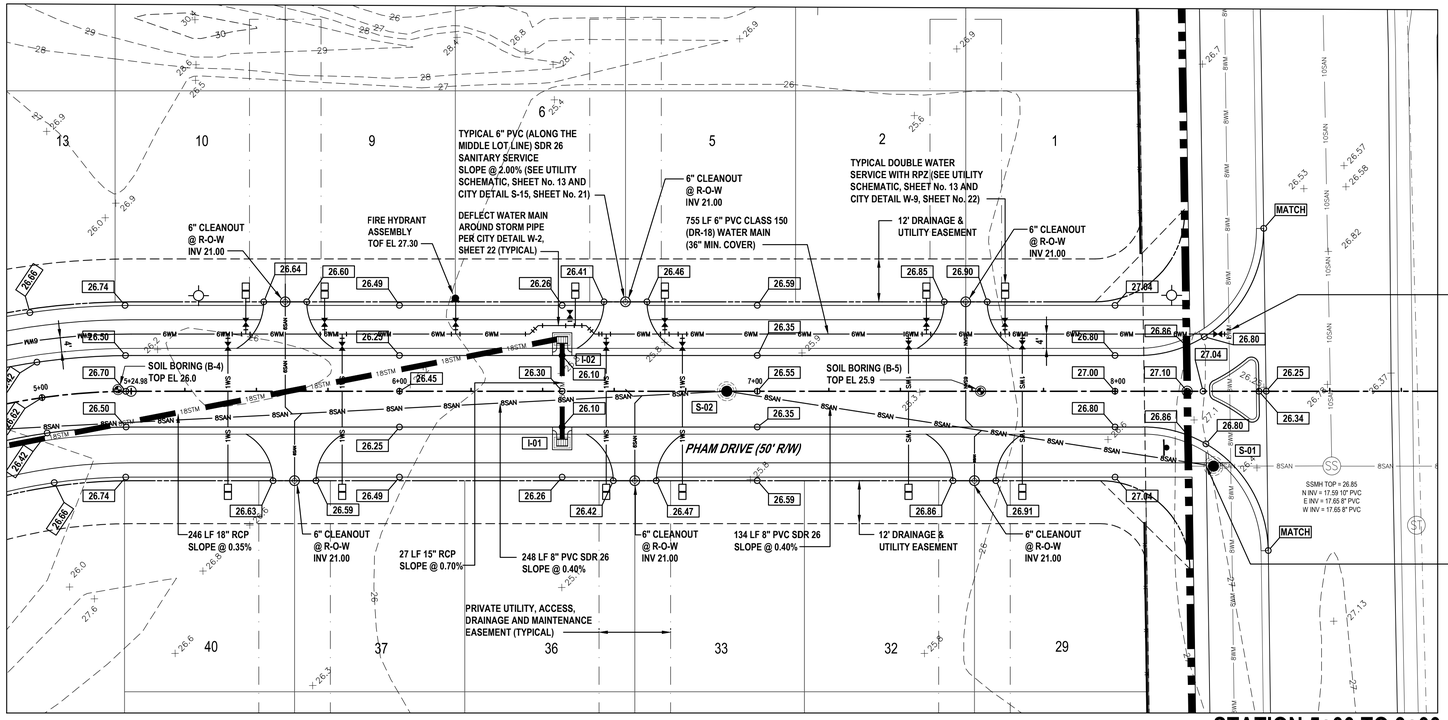
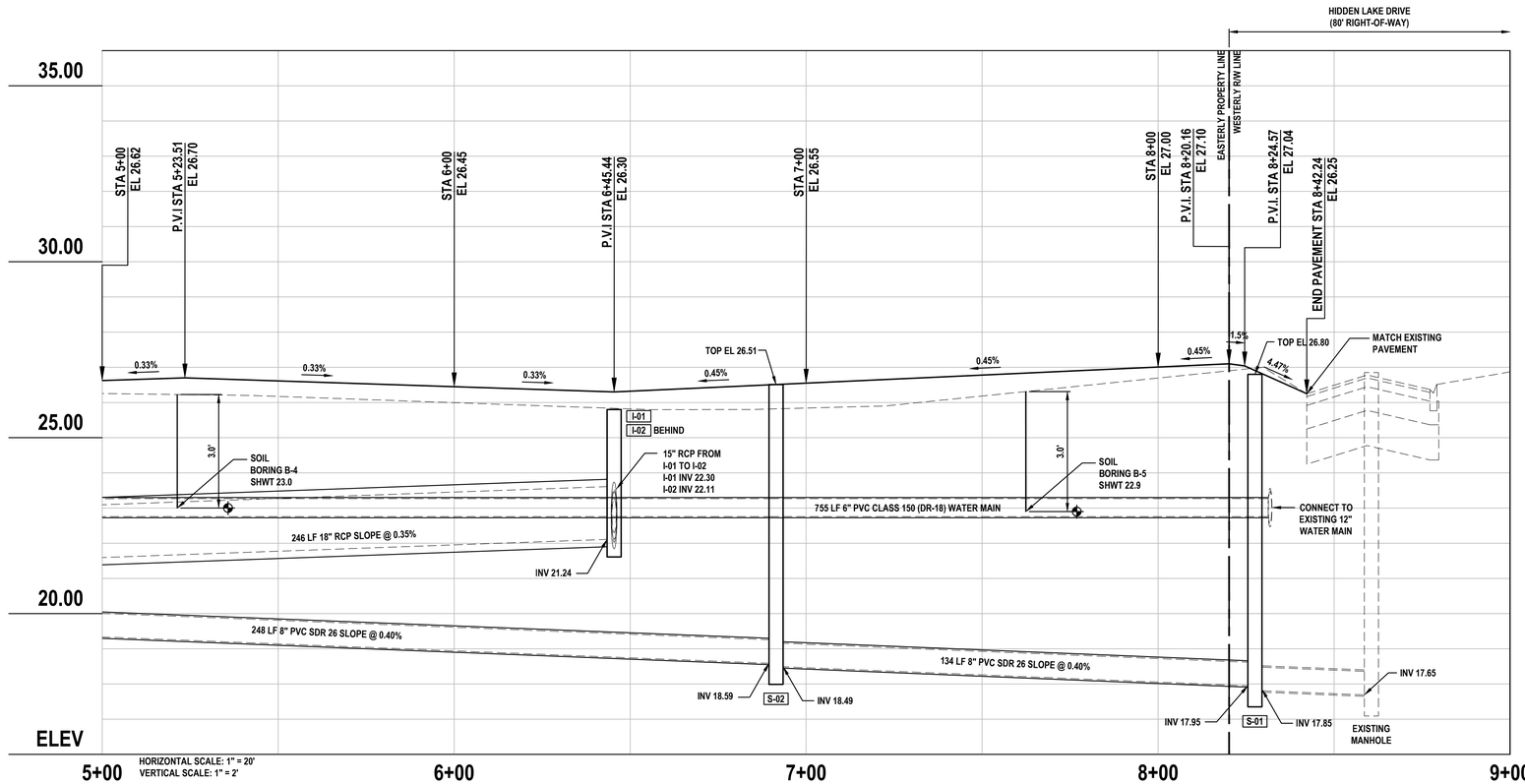




STATION 5+00 TO 9+00

WET TAP EXISTING 12" WATER MAIN WITH 12"x6" TAPPING SLEEVE, VALVE AND VALVE BOX TOP OF PIPE EL 23.30± (BACTERIOLOGICAL SAMPLING POINT No. 1)

CONNECT TO EXISTING SANITARY SEWER MAIN STUBOUT E. INV 17.85 "CONTRACTOR TO FIELD VERIFY EXISTING STUB-OUT LOCATION AND SLOPE OF EXISTING SEWER MAIN. THE PROPOSED SEWER MAIN MUST MATCH EXISTING SLOPE. IF EXISTING SLOPE DEVIATES FROM PROPOSED SLOPE, CONTRACTOR SHALL CONTACT ENGINEER OF RECORD FOR FIELD CORRECTION".



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PLAN AND PROFILE
PHAM DRIVE, 5+00 - 9+00

CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
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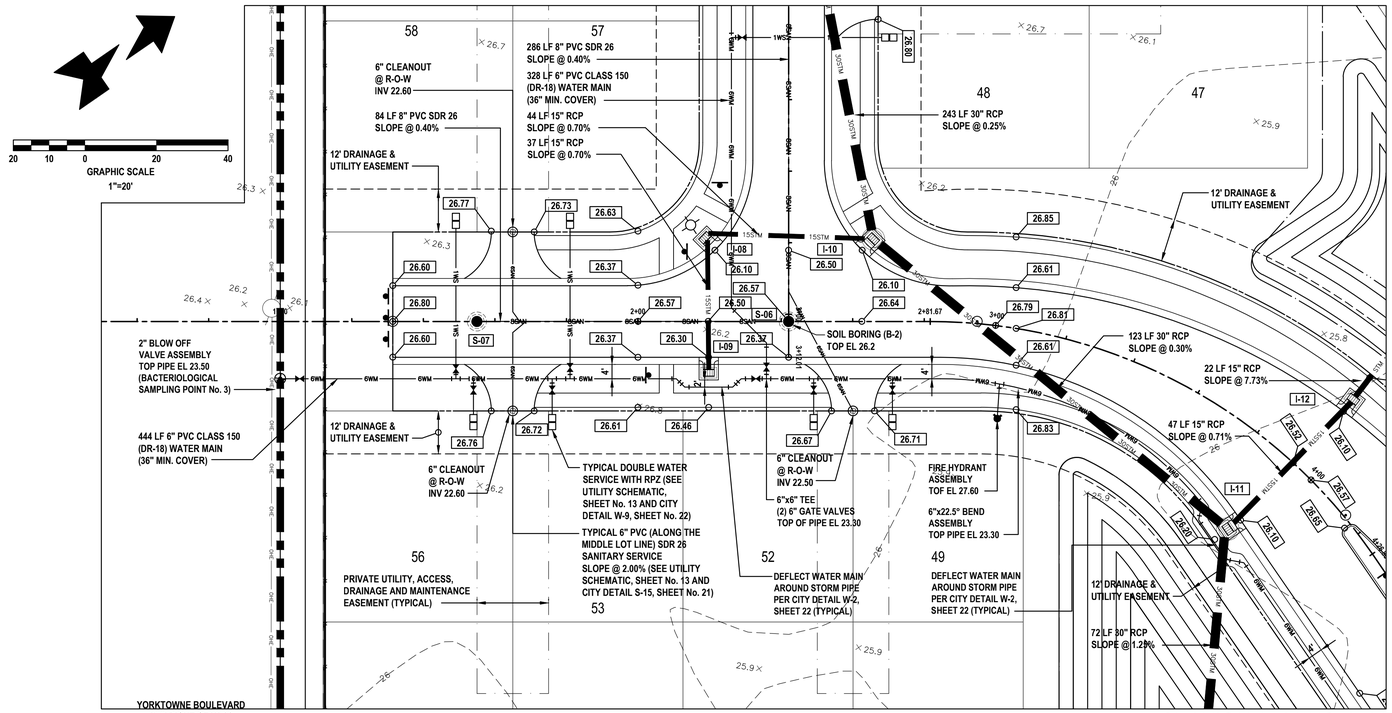

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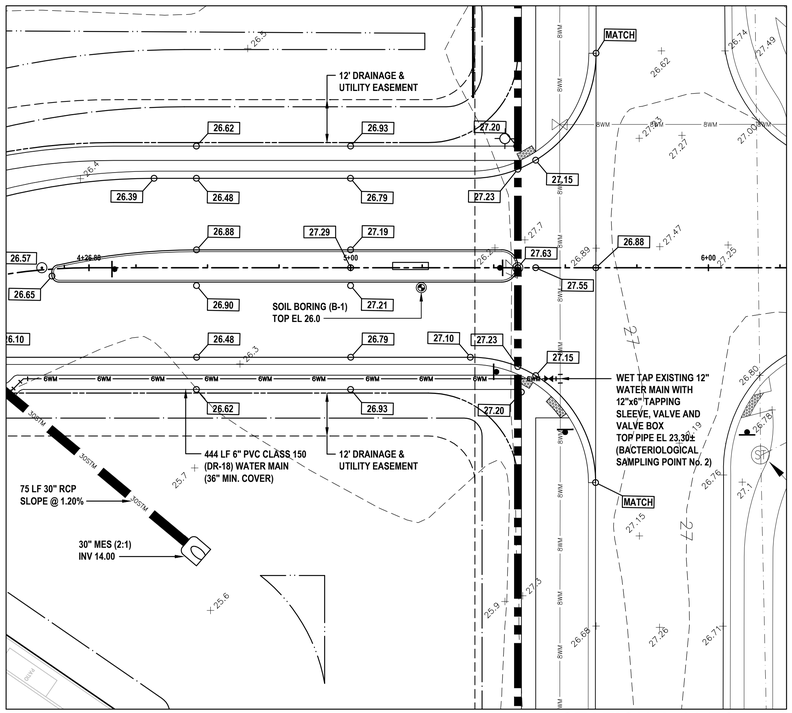
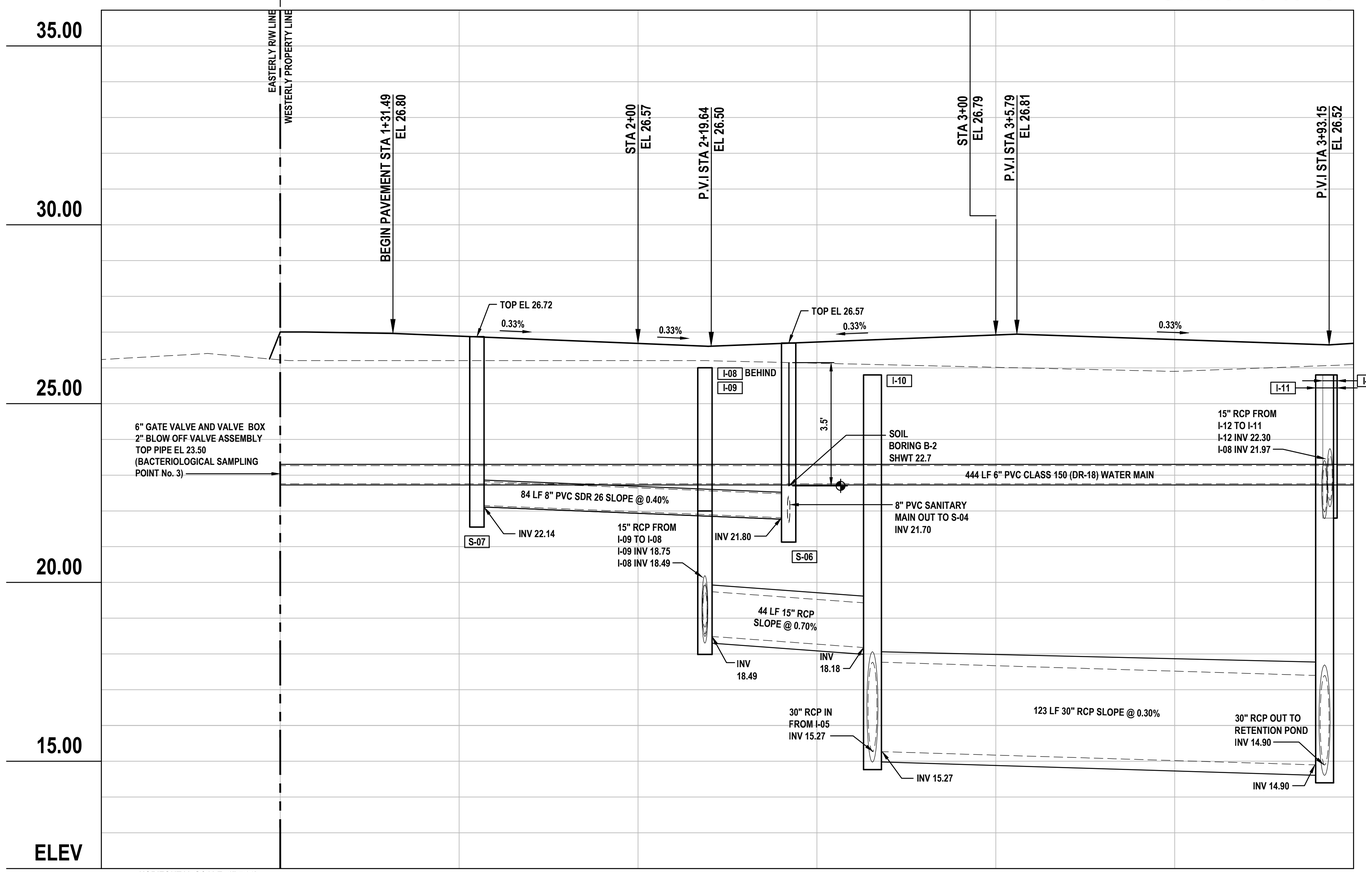
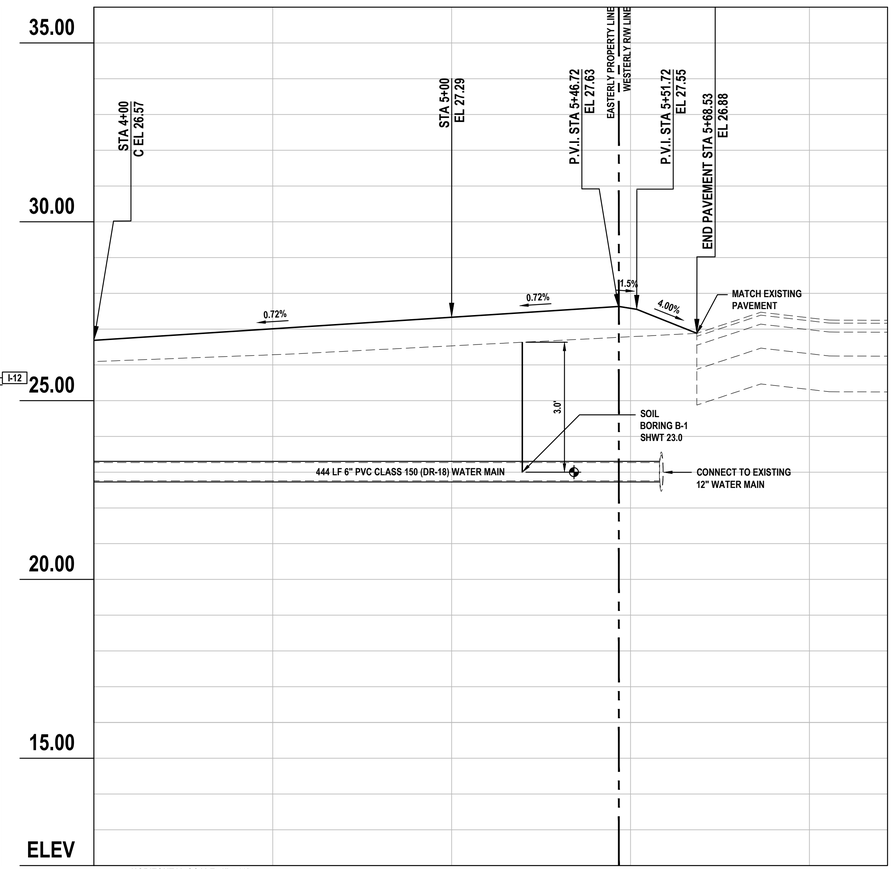


STATION 4+00 TO 5+50





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PLAN AND PROFILE AMBER LANE

CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY H. NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

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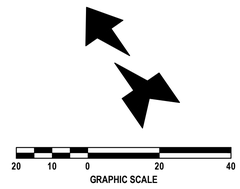
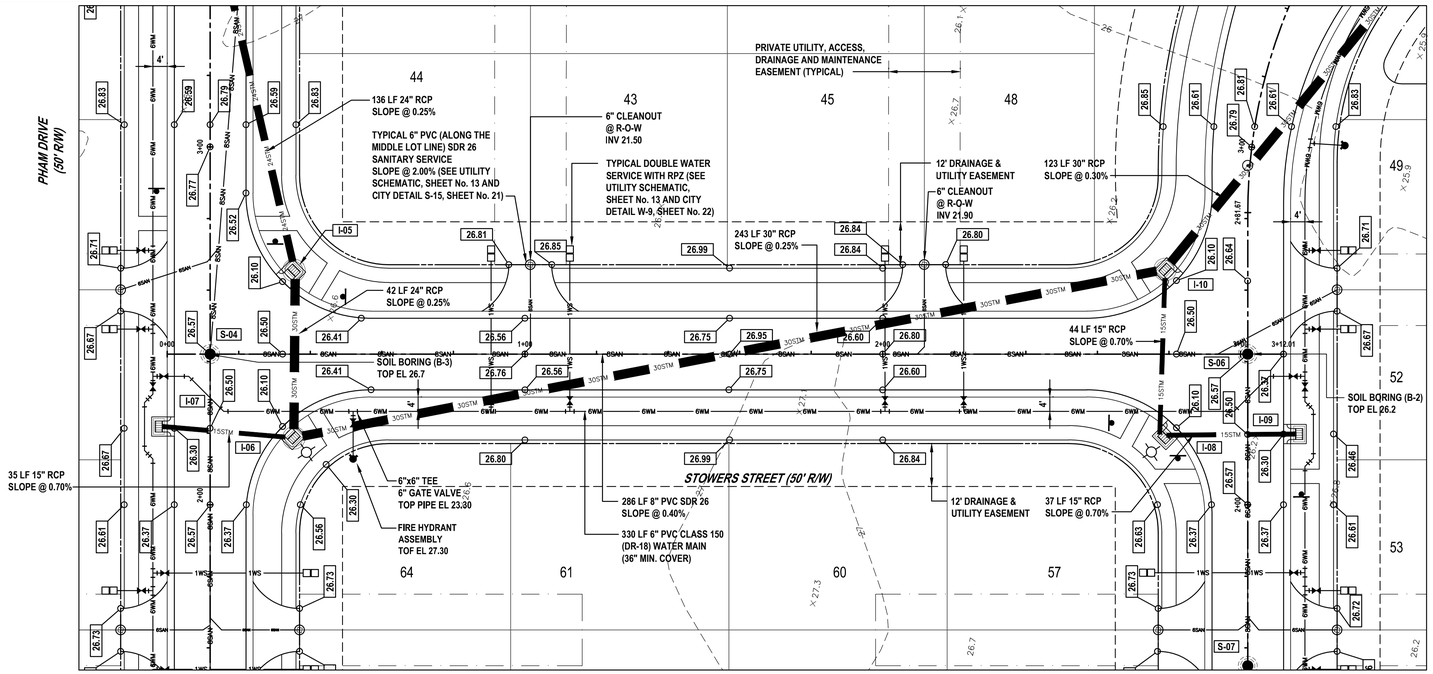
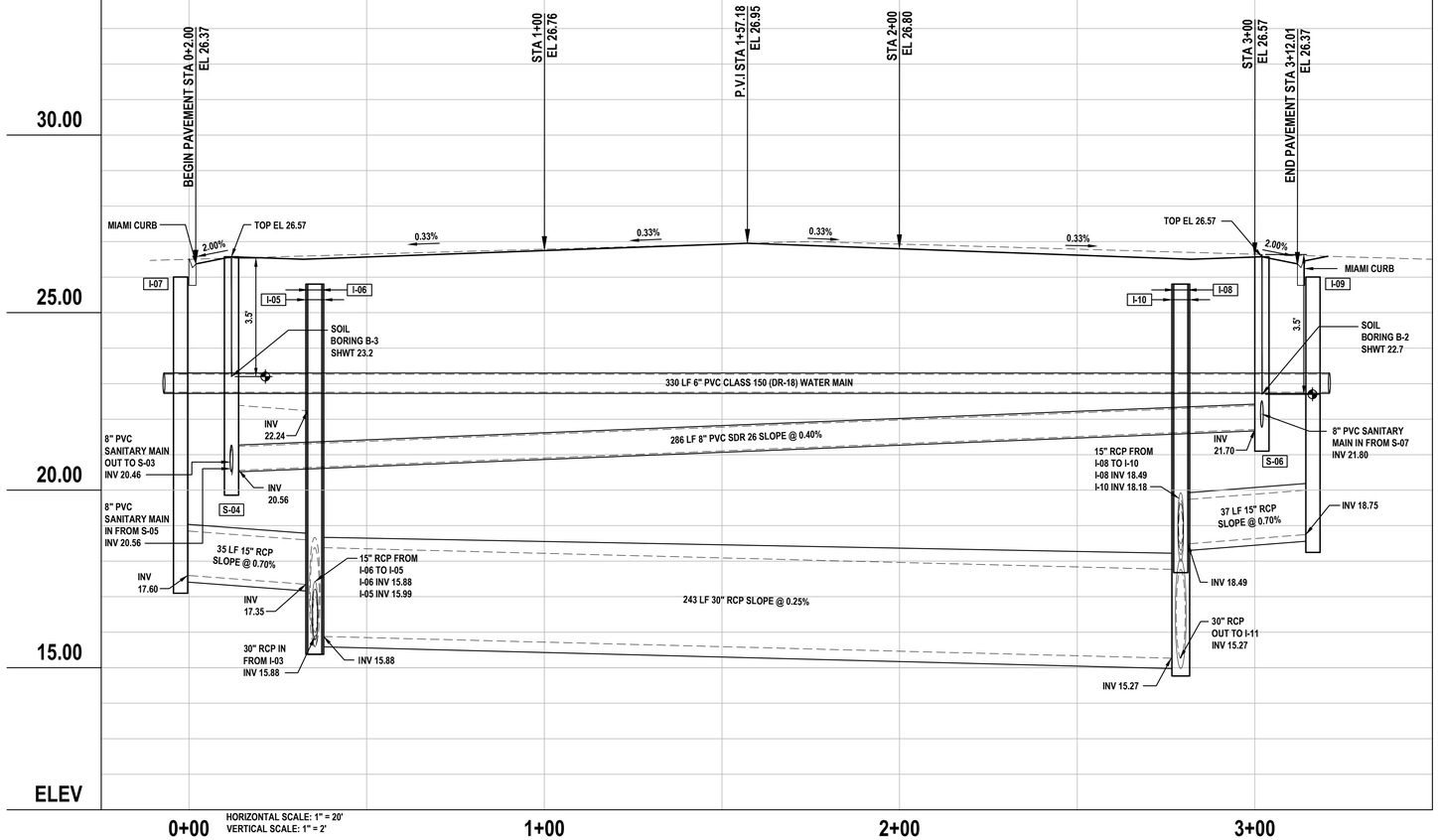




STATION 0+00 TO 3+12.01



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PLAN AND PROFILE STOWERS STREET

CORNERSTONE GROVE PUD

HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

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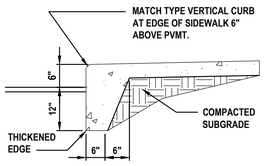
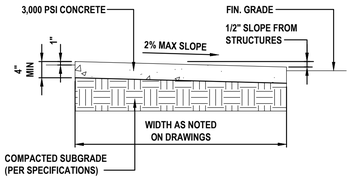
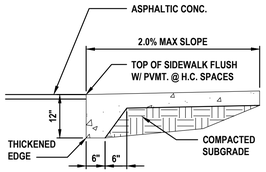
CONCRETE WALKS SHALL BE 4 INCHES THICK, CLASS I, HAVING A 3,000 PSI STRENGTH @ 28 DAYS, POURED OVER PROPERLY PREPARED SUBGRADE. ALL CONCRETE SIDEWALKS SHALL BE 8 INCHES THICK ACROSS DRIVEWAYS. 1/2 INCH EXPANSION JOINTS SHALL BE PLACED AT A MAXIMUM OF 5'. CRACK CONTROL JOINTS SHALL BE 5' ON CENTERS.



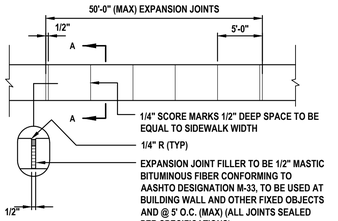
THICKENED EDGE
ADJACENT TO PAVEMENT



SECTION A-A



THICKENED EDGE
ADJACENT TO ADA WALKWAY



PLAN

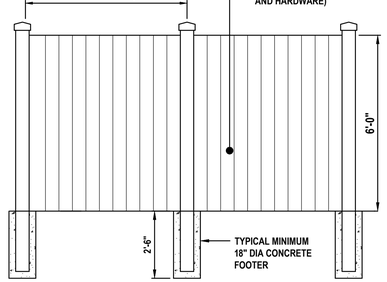
SIDEWALK DETAILS

NOT TO SCALE

CURB CONSTRUCTION NOTES

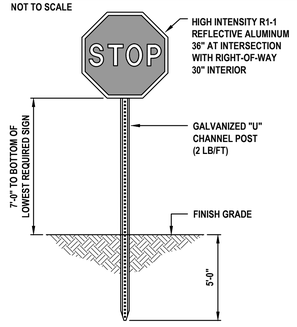
1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE.
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 50', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
5. EXPANSION JOINT MATERIAL MUST COVER ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.





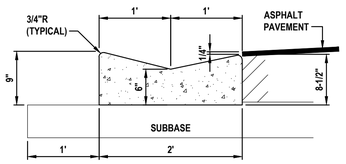
VINYL FENCE DETAIL

NOT TO SCALE



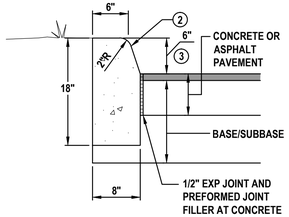
STOP SIGN DETAIL

NOT TO SCALE



MIAMI CURB

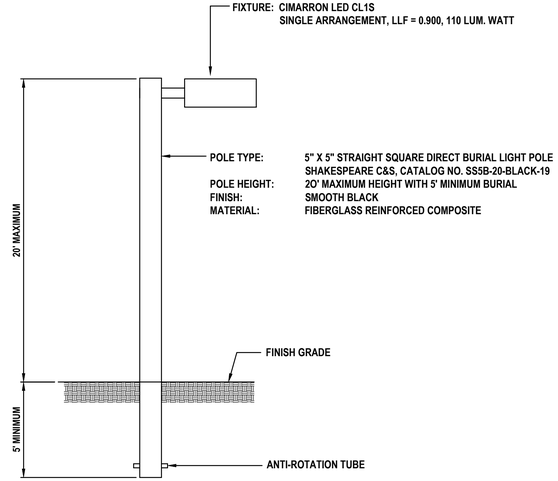
NOT TO SCALE



TYPE "D" CURB DETAIL

NOT TO SCALE

1. WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT.
2. PROVIDE CONTRACTION JOINTS @ 10' O.C. AND EXPANSION JOINTS @ 50' O.C. ALL JOINTS SEALED PER SPECIFICATIONS
3. 6" HEIGHT SHALL BE UNIFORM, IF HEIGHT VARIES ± 1/2" THEN CURB WILL BE REPLACED AT THE DISCRETION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.



1. CONTRACTOR MUST OBTAIN CITY OF PORT ORANGE BUILDING PERMIT FOR LIGHT POLES. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, ETC...) FOR LIGHT FIXTURES AT TIME OF PERMIT REVIEW.
2. DESIGNED TO HANDLE A MINIMUM 130 MPH WIND SPEED.
3. MAKE THE HOLE, GENERALLY HOLES SHALL BE ROUND WITH SMOOTH VERTICAL SIDES CONSISTING OF UNDISTURBED SOIL FOR BEST COMPACTION AND STABILITY OF POLES. DIAMETER OF POLE SHALL BE ABOUT TWICE THE DIAMETER OF THE POLE AT ITS BASE. HOLES SHALL BE AUGURED.
4. WIRE THE POLE UTILIZING APPROVED METHODS.
5. INSTALL THE POLE, IN MANY CASES COMPOSITE POLES CAN BE MANUALLY LIFTED INTO PLACE AND INSERTED INTO THE HOLE.
6. ALIGN AND LEVEL THE POLE.
7. BACKFILL THE HOLE, FILL AND TAMP EVERY 6 TO 8 INCHES OF BACKFILL, FREQUENT TAMPING IS IMPORTANT FOR INSTALLATION.

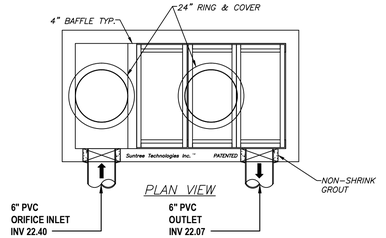
SITE LIGHTING DETAIL

NOT TO SCALE

SUNTREE TECHNOLOGIES INC.™ NUTRIENT REMOVING FILTRATION SYSTEM™ MODEL NO: NRFS-4-8

GENERAL NOTES:

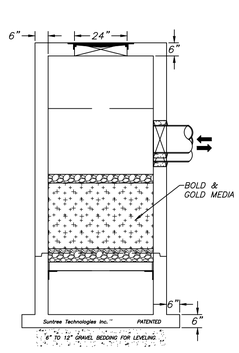
1. Pipe inflow area = TBD ft²
2. Cubic feet of Media = 56.66 ft³
3. FLOOR OF VAULT TO HAVE HYDRO-SLIDE SYSTEM.
4. CONCRETE 28 DAY COMPRESSIVE STRENGTH FC=5000 PSI
5. REINFORCING: ASTM A-615 GRADE 60
6. SUPPORTS AN H20 LOADING AS INDICATED BY AASHTO.
7. JOINT SEALANT: BUTYL RUBBER SS-S-00210
8. ALL WALLS 6", BOTTOM 6", & TOP TO BE 6"
9. INFLOW AND OUTFLOW PIPES ARE TO BE FLUSH WITH THE INSIDE SURFACE OF THE CONCRETE STRUCTURE. (CAN NOT INTRUDE BEYOND FLUSH)
10. MANUFACTURER TO SUPPLY ALL MATERIALS UNLESS OTHERWISE NOTED
11. MINIMUM CRITICAL DIMENSIONS ARE SHOWN IN A PENTAGON BLOCK



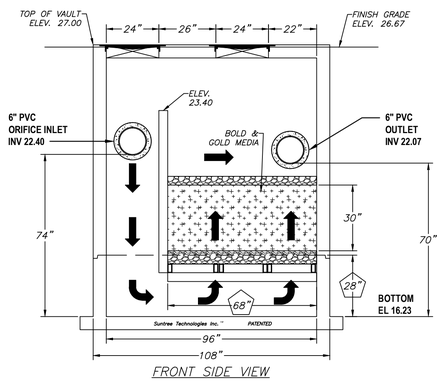
PLAN VIEW

INSTALLATION NOTES:

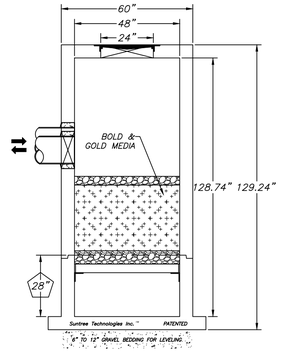
1. CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED TO OFFLOAD AND INSTALL THE SYSTEM AND APPURTENANCES IN ACCORDANCE WITH THIS DRAWING AND THE MANUFACTURERS SPECIFICATIONS, UNLESS OTHERWISE STATED IN MANUFACTURERS CONTRACT.
2. UNIT MUST BE INSTALLED ON LEVEL BASE. MANUFACTURER RECOMMENDS A MINIMUM OF 6" LEVEL ROCK BASE UNLESS SPECIFIED BY THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE TO VERIFY PROJECT ENGINEERS RECOMMENDED BASE SPECIFICATIONS.
3. ALL PIPES MUST BE FLUSH WITH INSIDE SURFACE OF CONCRETE. (PIPES CANNOT INTRUDE BEYOND FLUSH). ALL PIPES SHALL BE SEALED WATER TIGHT WITH A NON-SHRINK GROUT PER MANUFACTURERS STANDARD CONNECTION DETAIL AND SHALL MEET OR EXCEED REGIONAL PIPE CONNECTION STANDARDS.
4. CONTRACTOR TO SUPPLY AND INSTALL ALL EXTERNAL CONNECTING PIPES.
5. CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ALL RISERS, MANHOLES, AND HATCHES (UNLESS CAST INTO THE TOP). CONTRACTOR TO GROUT ALL MANHOLES AND HATCHES TO MATCH FINISH SURFACE UNLESS SPECIFIED OTHERWISE.



LEFT END VIEW



FRONT SIDE VIEW



RIGHT END VIEW

PATENTED
AND PATENTS PEND.
Suntree Technologies Inc.
798 Cleorlake Road, Cocoa, Florida 32922
PH: 321-637-7552 Fax: 321-637-7554

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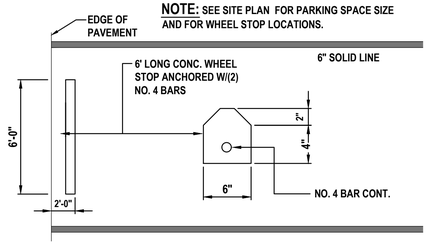
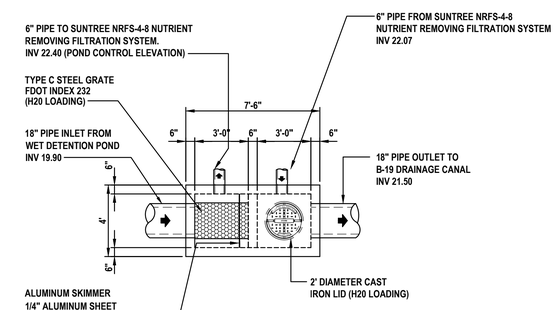
SUNTREE TECHNOLOGIES INC.™ 798 CLEARLAKE RD. SUITE #2 COCOA, FL. 32922	PROJECT LOC:	CAD	REVISIONS	DATE
NUTRIENT REMOVING FILTRATION SYSTEM MODEL NO: NRFS-4-8-TBD	PROJECT NAME:	A.B.1	-------	00/00/00
START DATE: 00/00/00	SCALE: N/A			
DRAFTER: A.B.1.	UNITS: INCHES			
CHECKED BY: A.B.1.	PO #: 00000	00-00-00-00-00		

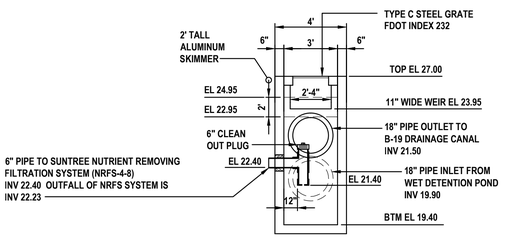


CONCRETE WHEEL STOP DETAIL

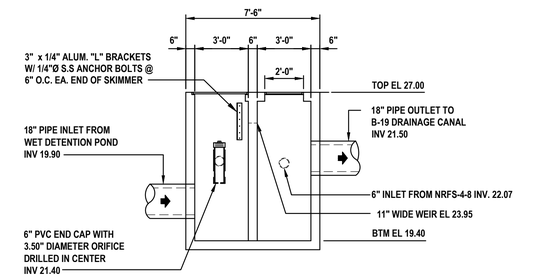
NOT TO SCALE



PLAN



CROSS SECTION



LONGITUDINAL SECTION

CONTROL STRUCTURE (CS-01) DETAIL

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

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Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com
Certificate of Authorization No. 30209
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Civil Engineering
Transportation
Construction Engineering & Inspection

Geosam
424 LUNA BELLA LANE, SUITE 122
NEW SMYRNA BEACH, FL 32168

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MISCELLANEOUS DETAILS AND NOTES

CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

18

REQUIREMENTS FOR AS-BUILT DRAWINGS

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 SUBDIVSION 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 PARALLEL AND ARE 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.
2. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
3. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
4. ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS LONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO 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-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
5. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND / OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
6. STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
7. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND / OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
8. 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 FEET 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.
9. RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
10. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
11. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.

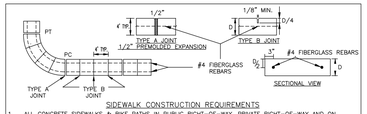
	STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS-BUILTS DRAWINGS REV. 12/08	FILE NAME M1.DOC DETAIL REF: M-1

REQUIREMENTS FOR AS-BUILT DRAWINGS (CONT'D)

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 SUBDIVSION AS-BUILT DRAWINGS.

12. SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
13. 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. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
14. SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
15. LIFT STATIONS AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE RECORDED AND TIED TO PERMANENT ABOVE GRADE FEATURES. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED, AND LABELED.
16. CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
17. POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. LOCATIONS OF VALVES, TEES AND CROSSES SHALL BE TIED TO (3) THREE PERMANENT ABOVE GRADE FEATURES. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
18. POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO SANITARY SEWER MANHOLES. SIMILARLY, FORCE MAIN VALVES, TEES, AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.
19. FOR PERPENDICULAR CROSSINGS OF STORMWATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
20. ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION PLANS SHALL BE LOCATED AND DIMENSIONED.
21. IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHALL PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.

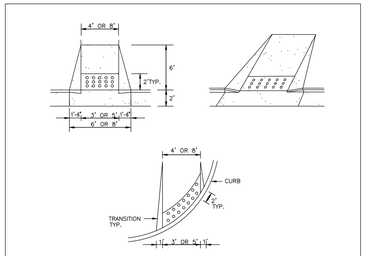
	STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS-BUILTS DRAWINGS REV. 12/08	FILE NAME M1.DOC DETAIL REF: M-1



SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKE PATHS IN PUBLIC RIGHT-OF-WAY, PRIVATE RIGHT-OF-WAY AND ON NON-RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT. EXCEPT REPAIRS TO NON-REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2-#4 CONTINOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKEPATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT 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. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY AND NO HIGHER THAN 1" ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS 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 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATEST.
8. THE SLAB 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.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
10. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND FORMS ARE SET, BUT BEFORE ANY CONCRETE HAS BEEN PLACED.
11. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB. AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

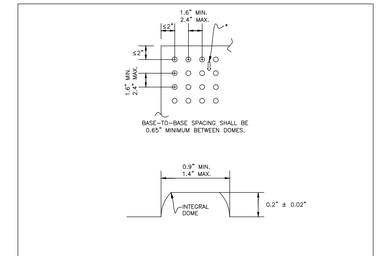
	STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION REQUIREMENTS REV. 12/08	FILE NAME: M3.DWG DETAIL REF: M-3



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
4. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.
5. CURB RAMPS SUBJECT TO THE DEPARTMENT OF TRANSPORTATION REGULATION CFR 37.21 SHALL HAVE A DETECTABLE WARNING.

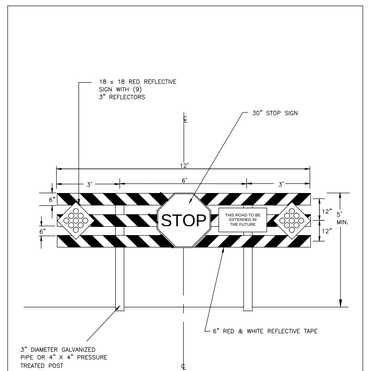
	STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKEPATH RAMP (WITHIN RIGHT-OF-WAY) REV. 2/13	FILE NAME: M4.DWG DETAIL REF: M-4



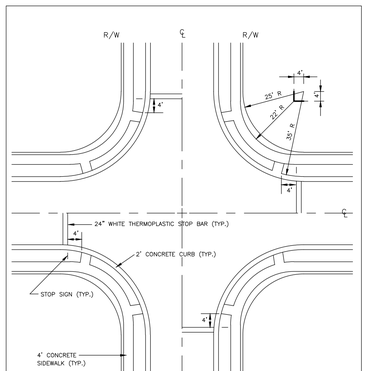
NOTES:

1. ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.
2. CURB RAMPS SUBJECT TO THE DEPARTMENT OF TRANSPORTATION REGULATION CFR 37.21 SHALL HAVE A DETECTABLE WARNING.

	STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKEPATH RAMP REV. 2/13	FILE NAME: M5.DWG DETAIL REF: M-5



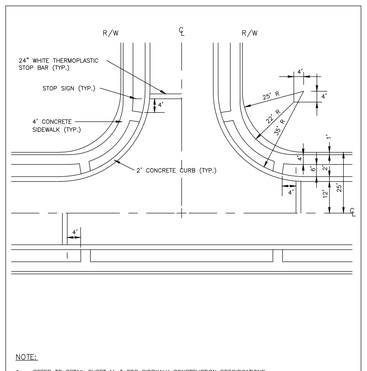
	STANDARD CONSTRUCTION DETAIL ROAD BARRICADE REV. 12/08	FILE NAME: M9.DWG DETAIL REF: M-9



NOTE:

1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.

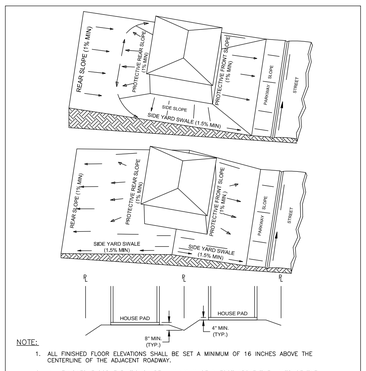
	STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION AT INTERSECTIONS REV. 12/08	FILE NAME: M18.DWG DETAIL REF: M-18



NOTE:

1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.

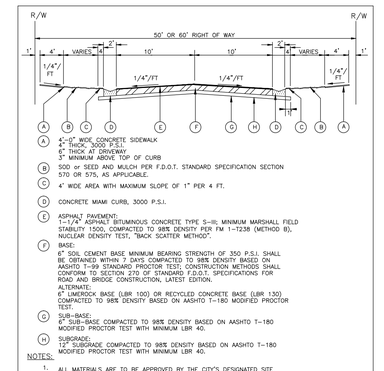
	STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION AT INTERSECTIONS REV. 12/08	FILE NAME: M19.DWG DETAIL REF: M-19



NOTE:

1. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET A MINIMUM OF 16 INCHES ABOVE THE CENTERLINE OF THE ADJACENT ROADWAY.
2. ALL FINISHED FLOOR ELEVATIONS ARE A MINIMUM OF 1 FOOT ABOVE THE LIMITS OF THE 100 YEAR FLOOD PLAIN AND/OR 1 FOOT ABOVE THE 100-YEAR DESIGN HIGH WATER LEVEL OF THE ADJACENT DETENTION/RETENTION AREA.
3. IN CASES WHERE THE ABOVE CONDITIONS CONFLICT, NOTE #2 SHALL TAKE PRECEDENCE.
4. SIDE YARD SWALE SHALL BE CENTERED ON THE COMMON PROPERTY LINE.

	STANDARD CONSTRUCTION DETAIL RESIDENTIAL GRADING REV. 12/08	FILE NAME: M23.DWG DETAIL REF: M-23



A) 4"-0" WIDE CONCRETE SIDEWALK
4" THICK, 3000 P.S.I.
6" THICK AT DRIVEWAY
3" MINIMUM ABOVE TOP OF CURB

B) SOD or SEED AND MULCH PER F.D.O.T. STANDARD SPECIFICATION SECTION 570 OR 575, AS APPLICABLE.

C) 4" WIDE AREA WITH MAXIMUM SLOPE OF 1" PER 4 FT.

D) CONCRETE MIAMI CURB, 3000 P.S.I.

E) ASPHALT PAVEMENT:
1-1/4" ASPHALT BITUMINOUS CONCRETE TYPE S-III; MINIMUM MARSHALL FIELD STABILITY 1500, COMPACTED TO 98% DENSITY PER FM 1-T238 (METHOD B), NUCLEAR DENSITY TEST, "BACK SCATTER METHOD".

F) BASE:
6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST; CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
ALTERNATE:
6" LIMEROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 135) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.

G) SUB-BASE:
6" SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

H) SUBGRADE:
12" SUBGRADE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.

NOTES:

1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND THE DEVELOPER'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
2. A REPRESENTATIVE OF A CERTIFIED SOIL LABORATORY SHALL BE PRESENT DURING ALL CONSTRUCTION PHASES UTILIZING A SOIL CEMENT BASE. THE REPRESENTATIVE SHALL BE CERTIFIED BY F.D.O.T. IN THE INSTALLATION OF SOIL CEMENT.

	STANDARD CONSTRUCTION DETAIL 50' or 60' R/W ROAD SECTION REV. 12/08	FILE NAME: R1.DWG DETAIL REF: R-1

ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH (LW)	RIGHT OF WAY WIDTH	MIN. HORIZ. RADIUS C.L.	MIN. VERT. CURVE	MIN. LONG. GRADE (%)	MIN. INT. SPACE
LOCAL / COLLECTOR							
UP TO 400 VPD	15	10	50	50'	75'	0.3	150'
	20	10	50	95'	125'	0.3	200'
	25	11	50	180'	165'	0.3	250'
UP TO 1000 VPD	20	11	50	95'	125'	0.3	200'
	25	11	60	180'	165'	0.3	250'
UP TO 5000 VPD	30	12	80	300'	200'	0.3	330'
	35	12	80	375'	225'	0.5	660'
	40	12	80	450'	275'	0.5	660'
ARTERIAL							
UP TO 7500 VPD	35	5 LANES (3)		375'	225'	0.5	660'
	40			450'	275'	0.5	660'
OVER 7500 VPD	40			450'	275'	0.5	660'

NOTES:

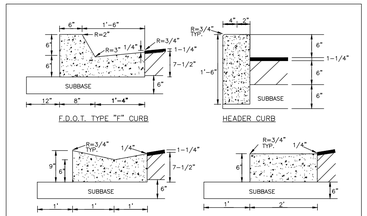
1. ALL ROADWAY DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (LATEST EDITION), AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
2. PAVEMENT WIDTHS FOR INDUSTRIAL AND COMMERCIAL ROADS SHALL BE INCREASED BY A MINIMUM OF ONE (1) FOOT.
3. AS A RULE, ALL INTERSECTIONS SHALL BE DESIGNED AT 90 DEGREE ANGLES. DEVIATION FROM THIS SHALL BE CONSIDERED STRICTLY ON A CASE BY CASE BASIS. TO THE EXTENT THAT DEVIATION IS PERMITTED, THEN IN NO CASE SHALL INTERSECTION ANGLES BE LESS THAN 75 DEGREES FOR INTERSECTIONS WITH ARTERIAL ROADWAYS EXCEPT ON LOCAL AND COLLECTOR ROADWAYS WHICH SHALL NOT BE LESS THAN 60 DEGREES. INTERSECTIONS WITH COUNTY AND STATE ROADS SHALL BE 90 DEGREES.
4. ALL INTERSECTIONS AND ACCESS POINTS SHALL HAVE ADEQUATE LINE OF SIGHT BASED ON AN EYE LEVEL OF 3.5' ABOVE THE GROUND AND AN OBJECT 3.0' ABOVE THE LOWEST ROADWAY. FOR PURPOSES OF THIS STANDARD, THE EYE LEVEL SHALL BE MEASURED 8' IN BACK OF THE STOP BAR AT ENTRANCES. THE FOLLOWING SIGHT DISTANCES SHALL BE PROVIDED:

DESIGN SPEED (MPH)	20	25	30	35	40	45	50	55
SIGHT DISTANCE (FT) (MINIMUM)	200	250	300	350	400	450	500	550

LEGEND:

C.L.	CENTER-LINE
INT.	INTERSECTION
LONG.	LONGITUDINAL

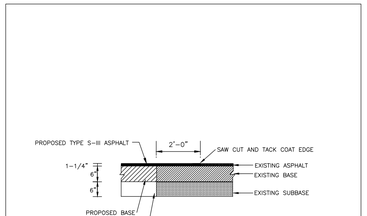
	STANDARD CONSTRUCTION DETAIL ROADWAY GEOMETRY REV. 12/08	FILE NAME: R6.DWG DETAIL REF: R-6



NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4" MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.

	STANDARD CONSTRUCTION DETAIL STANDARD CURB CONSTRUCTION REV. 12/08	FILE NAME: R9.DWG DETAIL REF: R-9



	STANDARD CONSTRUCTION DETAIL PAVEMENT BUTT JOINT REV. 12/08	FILE NAME: R11.DWG DETAIL REF: R-11

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES

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 GRASSED 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
0.5 – 1.0%	GRASSING AND MULCHING
1.0 – 4.0%	SODDING
4.0 AND GREATER	DITCH PAVING

3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT IT'S DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECTED TO HEAVY VEHICULAR COMMERCIAL TRAFFIC.
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 CITY'S 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 SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO THE LIMITS (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'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH. A COMPACTION O

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.)

18. 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 DESIGNATED SITE INSPECTOR FOR ACCEPTANCE BY THE CITY. THE INFORMATION SHALL BE SUBMITTED NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY COMMENCING, BUT NOT BE LIMITED TO, INFORMATION TO EVALUATE THE MATERIALS PROPOSED FOR INSTALLATION AS SUBBASE, BASE, AND PAVEMENT FOR ALL ROADWAY AND PARKING AREA SURFACES AS WELL AS SIMILAR INFORMATION FOR ALL OTHER CONCRETE SIDEWALKS, CURBING, AND COMPARABLE STRUCTURES AND APPLICATIONS.

19. ALL WEARING COURSE HOT MIX AGGREGATES SHALL BE VIRGIN MATERIAL. THE USE OF RECYCLED ASPHALT MATERIAL (RAP) IN WEARING COURSE MIXES IS NOT ALLOWED.

20. PRIOR TO PLACEMENT FLORIDA STATE CERTIFIED BATCH PLANTS MUST CERTIFY TO THE CITY'S RESIDENT PROJECT INSPECTOR THAT THE ASPHALT DELIVERED TO THE SITE IS IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.

21. 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.

22. 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".

23. 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.

24. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.

25. 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.

26. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") ABOVE THE ADJACENT CONCRETE CURB FOR CURBS COLLECTING AND CONVEYING STORMWATER.

27. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND ALL CONCRETE CURBS SHALL BE CONSTRUCTED WITH 3000 P.S.I. CONCRETE AT 28 DAYS.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES
REV. 12/08

FILE NAME: R14.DWG
DETAIL REF: R-14

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.)

27. 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.

28. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE.

29. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES.

30. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES.

31. A "T" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL POTABLE WATER SERVICES.

32. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED (1 IN 14 DAYS AND 1 IN 28 DAYS) FOR EVERY SEVENTY-FIVE (75) CUBIC YARDS OF CONCRETE OR LESS PLACED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AS THEY BECOME AVAILABLE.

33. A CONCRETE SLUMP TEST SHALL BE REQUIRED WITHIN THE FIRST 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.

34. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY, AND STATE REQUIREMENTS. 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.

35. A FDOT APPROVED STOP SIGN AND A 24"-WIDE WHITE THERMOPLASTIC STOP BAR ARE REQUIRED AT ALL ROADWAY INTERSECTIONS.

36. 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 CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, OR EQUIVALENT CERTIFICATION RECOGNIZED BY FDOT.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES
REV. 12/08

FILE NAME: R15.DWG
DETAIL REF: R-15

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.)

37. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES TO THE CITY FOR INSTALLATION. STREET SIGNS AND STOP SIGNS SHALL BE PLACED AT ALL INTERSECTIONS, INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS.

38. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.

39. FOUR FOOT (4') WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS. (SEE DETAIL, INDEXES M-2 AND M-3)

40. BIKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8') IN WIDTH ALONG ARTERIAL HIGHWAYS AS DIRECTED BY THE CITY. (SEE DETAIL, INDEXES M-2 AND M-3)

41. STANDARD TURNING RADII FOR INTERSECTIONS:

RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY	35-50 FT.
ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS	35 FT.
INTERSECTIONS INTERIOR IN SUBDIVISIONS	35 FT.

SHOULD VOLUSIA COUNTY OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) DETERMINE THAT LARGER RADII ARE WARRANTED WITHIN THEIR RIGHT-OF-WAY, THE LARGER RADII SHALL PREVAIL.

42. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

43. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (NCLUDING 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 BOARD OF PROFESSIONAL REGULATIONS (BPR) FOR THE TYPE OF WORK THAT THEY PERFORM.

44. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE LICENSED BY THE STATE OF FLORIDA AND REGISTERED WITH THE CITY OF PORT ORANGE. THE LICENSE AND REGISTRATION SHALL PERTAIN DIRECTLY TO THE TYPE OF WORK BEING PERFORMED.

45. 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.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES
REV. 12/08

FILE NAME: R16.DWG
DETAIL REF: R-16

ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.)

46. UTILITY DEPTH:
   A. HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE, AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH.
   B. LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 18 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH.
   C. IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 30" 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.

47. 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
REV. 12/08

FILE NAME: R17.DWG
DETAIL REF: R-17

TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING

A. 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 INSPECTIONS 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.

B. LABORATORY CONTROL AND CERTIFICATES

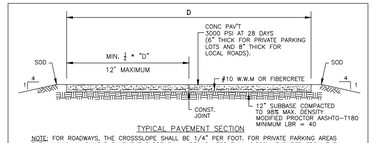
1. SPECIFICATIONS - SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE 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. SOIL CEMENT MIX DESIGNS AND COMPRESSIVE STRENGTH TESTS (FOR SOIL CEMENT ROAD BASE ONLY).
   D. SUPERVISION OF ALL SOIL CEMENT BASE CONSTRUCTION.
   E. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
   F. ASPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES.
   G. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
   H. 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.
   I. CHLORINE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS.
   J. PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.

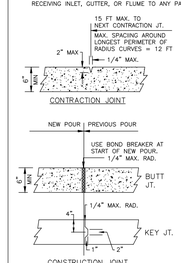
STANDARD CONSTRUCTION DETAIL
TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING
REV. 12/08

FILE NAME: R18.DWG
DETAIL REF: R-18

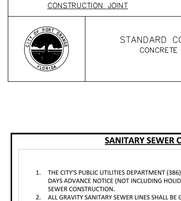


TYPICAL PAVEMENT SECTION

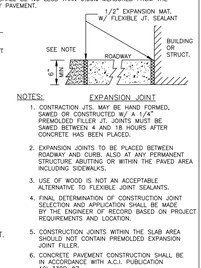
NOTE: FOR ROADWAYS, THE CROSSSLOPE SHALL BE 1/4" PER FOOT. FOR PRIVATE PARKING AREAS THE MINIMUM ALLOWABLE PAVEMENT SLOPE SHALL BE NO LESS THAN 0.50% MEASURED FROM THE RECEIVING INLET, GUTTER, OR FLUME TO ANY PAVEMENT.



CONTRACTION JOINT



CONSTRUCTION JOINT



EXPANSION JOINT

NOTES:
1. CONTRACTION JTS. MAY BE HAND FORMED, SAWED OR CONSTRUCTED W/ A 1/4" PREMOLDED FILLER JT. JOINTS MUST BE SAWED BETWEEN 4 AND 18 HOURS AFTER CONCRETE HAS BEEN PLACED.
2. EXPANSION JOINTS TO BE PLACED BETWEEN ROADWAY AND CURB. ALSO AT ANY PERMANENT STRUCTURE ABUTTING OR WITHIN THE PAVED AREA INCLUDING SIDEWALKS.
3. USE OF WOOD IS NOT AN ACCEPTABLE ALTERNATIVE TO FLEXIBLE JOINT SEALANTS.
4. FINAL DETERMINATION OF CONSTRUCTION JOINT SELECTION AND APPLICATION SHALL BE MADE BY THE ENGINEER OF RECORD BASED ON PROJECT REQUIREMENTS AND LOCATION.
5. CONSTRUCTION JOINTS WITHIN THE SLAB AREA SHOULD NOT CONTAIN PREMOLDED EXPANSION JOINT FILLER.
6. CONCRETE PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH A.C.I. PUBLICATION ACI 330R-87.

STANDARD CONSTRUCTION DETAIL
CONCRETE PAVEMENT DETAILS
REV. 12/08

FILE NAME: R19.DWG
DETAIL REF: R-19

SUBDIVISION TECHNICAL SPECIFICATIONS: SODDING, SEEDING AND MULCHING

A. SCOPE OF WORK THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SOD, OR SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM SPECIFICATIONS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS OUTLINED IN SECTIONS 570 (GRASSING BY SEEDING) AND 575 (SODDING). IN ADDITION, ALL WORK SHALL MEET THE MINIMUM REQUIREMENTS OF THE CITY.

B. MATERIALS GRASS SEED SHALL BE A MIXTURE OF:

PENSACOLA BAHIA (USE 50 % SCARIFIED SEED)	50%
HULLED BERMUDA	25%
BROWN TOP MILLET	25%

IN THE FALL AND WINTER MONTHS, AND WITH THE APPROVAL OF THE CITY, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET. SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY'S DESIGNATED PROJECT LANDSCAPE INSPECTOR PRIOR TO USE.

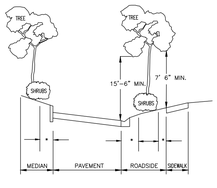
MULCH USED SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA, OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS.

C. METHODS. GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION, HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNDULY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE.

APPROXIMATELY ONE INCH (1"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED UNIFORMLY OVER THE SEEDED AREAS (APPROXIMATELY ONE AND ONE-HALF (1-1/2) BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN, UNDER PROPER CIRCUMSTANCES, CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND THE CITY

STANDARD CONSTRUCTION DETAIL
SUBDIVISION TECHNICAL SPECIFICATIONS: SODDING, SEEDING AND MULCHING
REV. 12/08

FILE NAME: R20.DWG
DETAIL REF: R-20



ROADWAY CLEAR ZONES (*)

TYPE FACILITY	DESIGN SPEED (MPH)				
	25 & BELOW	30	35	40	45+
DISTANCE FROM EDGE OF PAVEMENT	6"	6' LOCAL 10' COLLECTOR 14' ARTERIAL	6' LOCAL 10' COLLECTOR 14' ARTERIAL	10' COLLECTOR 14' ARTERIAL	F.D.O.T. STANDARD
DISTANCE FROM SIDEWALK	1.5	1.5	1.5	1.5	F.D.O.T. STANDARD

* SEE NOTES ON SHEET R-21B *

STANDARD CONSTRUCTION DETAIL
ROADWAY AND MISCELLANEOUS LANDSCAPING DESIGN AND CONSTRUCTION NOTES
REV. 12/08

FILE NAME: R21A.DWG
DETAIL REF: R-21A

ROADWAY AND MISCELLANEOUS LANDSCAPING DESIGN AND CONSTRUCTION NOTES (CONTD.)

NOTES:

1. THE CLEAR ZONE MAY BE REDUCED ON A CASE BY CASE BASIS IF THE MINIMUM OFFSET CANNOT BE REASONABLY OBTAINED OR IF A NON-MOUNTABLE CURBE TYPE IS INSTALLED.
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 STREETS ARE FOR 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 INCHES IN HEIGHT.
6. INSTALLATION OF LANDSCAPING IN PUBLIC RIGHTS-OF-WAY REQUIRES EXECUTION OF A "USE 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 A RELEASE FROM THE FRANCHISE UTILITIES IN ORDER TO INSTALL THE LANDSCAPING 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 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 AGRESSIVE ROOT SYSTEMS SHALL REQUIRE SOME FORM OF ROOT GUIDING SYSTEM TO PREVENT THE UPHEAVAL OF ADJACENT ROADWAY PAVEMENT AND/OR SIDEWALKS.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND MISCELLANEOUS LANDSCAPING DESIGN AND CONSTRUCTION NOTES
REV. 12/08

FILE NAME: R21B.DWG
DETAIL REF: R-21B

SANITARY SEWER DESIGN NOTES

1. ALL GRAVITY SANITARY SEWER MAINS SHALL BE 8" DIAMETER MINIMUM. COMMERCIAL SERVICE LATERALS WITH MULTIPLE CONNECTIONS SHALL BE GREEN 6" DIA. OR LARGER. ALL SINGLE FAMILY RESIDENTIAL SERVICE LATERALS SHALL BE 4" - SINGLE SERVICES.
2. ALL GRAVITY SANITARY SEWER LINES SHALL BE GREEN PVC SDR 26, ASTM D-3034. IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, AWWA C-900 OR C-905 GREEN PVC DR-25, CLASS 100 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. MINIMUM GRAVITY SANITARY SEWER SLOPES ARE AS FOLLOWS:

   8" PIPE 0.40 %
   10" PIPE 0.30 %
   12" PIPE 0.22 %

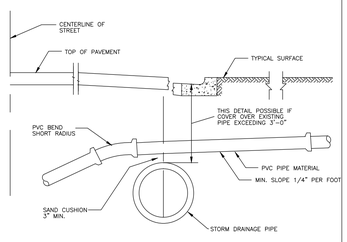
4. MAXIMUM DEPTH OF SANITARY MANHOLES SHALL BE 15.0'. MAXIMUM DEPTH OF LIFT STATION WET WELLS SHALL BE 20.0'.
5. GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED WHENEVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHTS-OF-WAY. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY-OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.
6. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR / DEVELOPER.
7. ALL LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 4 FEET.
8. STANDARD MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 350 FEET.
9. INDIVIDUAL SANITARY SERVICE ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, AND MUST CONNECTED TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS, UNLESS OTHERWISE APPROVED BY THE CITY.
10. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES 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 4 FEET 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.
11. FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
12. SANITARY SEWER LIFT STATIONS AND FORCE MAINS, SIZE, MATERIAL, AND DESIGNS SHALL BE APPROVED BY THE CITY. LIFT STATIONS SHALL BE CONSTRUCTED WITH A MINIMUM WET WELL INTERIOR DIAMETER OF 6.0 FEET. FORCE MAINS SHALL BE A MINIMUM 6 INCH DIAMETER.
13. IT SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER TO PREPARE AND SUBMIT FLOTATION CALCULATIONS TO SIZE THE BASE OF THE WET WELL, AND ANY MANHOLES AS DEEMED NECESSARY BY THE CITY.
14. SANITARY SEWER DROP MANHOLES SHALL ONLY BE USED UNDER SPECIAL CONDITIONS AS APPROVED BY THE CITY. DROPS LESS THAN 2.0' SHALL NOT BE ALLOWED.
15. ALL SANITARY SEWER FORCE MAINS, INCLUDING FITTINGS, SHALL BE DIP WITH PROTECTO 401, PVC AWWA C-900, DR C-905 (COLOR "GREEN") (PRESSURE FITTINGS, PRESSURE CLASS 150 OR C-907).

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER DESIGN NOTES
REV. 12/08

FILE NAME: S1.DOC
DETAIL REF: S-1

SANITARY SEWER CONSTRUCTION NOTES

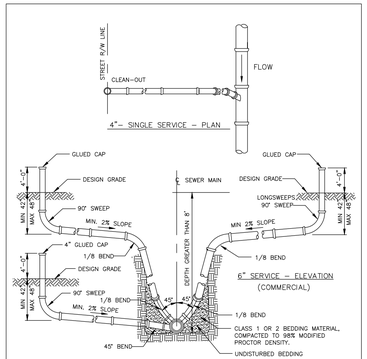
1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.
2. ALL GRAVITY SANITARY SEWER LINES SHALL BE GREEN PVC SDR 26, ASTM D-3034. IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED, AWWA C-900 OR C-905 GREEN PVC DR-25, CLASS 100 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 LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY THE CITY.
4. 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.
5. 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.
6. ON ALL EXCAVATION AND BACKFILLING THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ACCORDANCE TO O.S.H.A. GUIDELINE IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER



ALTERNATE GRADIENT FOR HOUSE SERVICE SEWERS AT CONFLICTS WITH EXISTING STORM SEWERS & OTHER EXISTING CONDUITS

APPROVED PIPE MATERIALS–PVC (SDR 26)

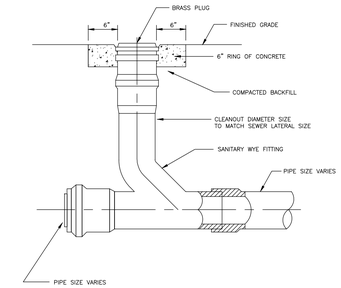
	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE CROSSING / SANITARY LATERAL PIPE CROSSING	FILE NAME: S14.DWG
	REV. 12/08	DETAIL REF: S-14



NOTES:
1. USE OF STYRENE MATERIAL WILL NOT BE PERMITTED.
2. ALL JOINTS TO BE RUBBER GASKET (NO GLUED FITTINGS) TYPICAL.
3. USE ALL HARCO SDR–26 FITTINGS OR CITY APPROVED EQUAL.
4. APPROVED EQUAL IS MULTI FITTINGS 8" X 4" OR 8" X 4" T–WYE AND 8" X 6" OR 8" X 4" WYE WITH A DATE STAMP.

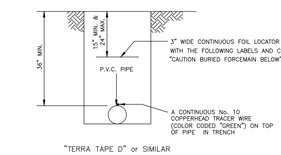
4" – RESIDENTIAL
6" – COMMERCIAL

	STANDARD CONSTRUCTION DETAIL SEWER LATERAL	FILE NAME: S15.DWG
	REV. 12/08	DETAIL REF: S-15



NOTE:
1. CLEANOUT SIZE SHOULD ALWAYS MATCH MAIN LINE SIZE TO ALLOW FOR PROPER CLEANING

	STANDARD CONSTRUCTION DETAIL CLEANOUT	FILE NAME: S16.DWG
	REV. 12/08	DETAIL REF: S-16



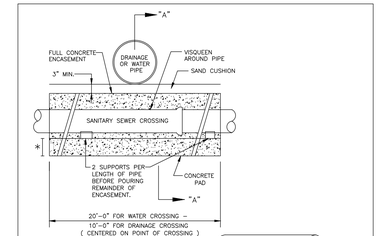
NOTE:

1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON–METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W–6).

2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.

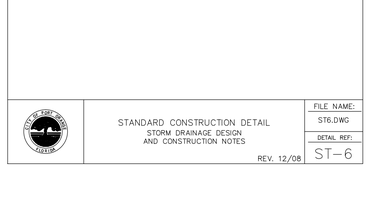
3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

	STANDARD CONSTRUCTION DETAIL LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR SEWER FORCE MAIN, PIPELINES	FILE NAME: S17.DWG
	REV. 12/08	DETAIL REF: S-17



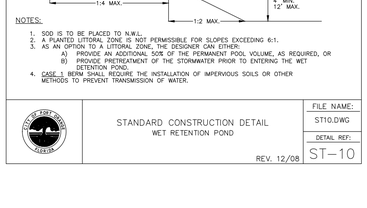
NOTES:
1. ALL CONCRETE SHALL BE 3000 PSI MINIMUM 28 DAYS STRENGTH.
2. WATER MAIN SHALL BE LOCATED ABOVE OR BELOW ENCASEMENT AS SHOWN ON PLANS OR DETERMINED IN THE FIELD, USE ENCASEMENT WHERE VERTICAL CLEARANCE WATER MAIN AND SEWER MAIN IS LESS THAN 18 INCHES.
3. NO DUCTILE IRON SEWER PIPE IS PERMITTED.

	STANDARD CONSTRUCTION DETAIL SEWER / WATER / DRAINAGE CROSSING	FILE NAME: S18.DWG
	REV. 12/08	DETAIL REF: S-18



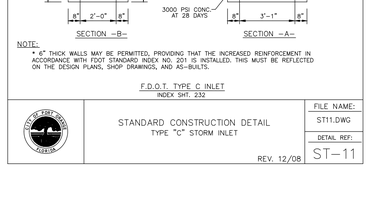
NOTES:
1. PIPE BEDDING: #57 STONE OR BEDDING ROCK COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95 % OF THE MAXIMUM DENSITY AS PER AASHTO T–180. (98% DENSITY REQUIRED UNDER PAVEMENT, DRIVEWAYS AND STRUCTURES.)
3. USE TYPE "A" BEDDING TO BE DETERMINED IN THE FIELD 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 SECTION 32.5 OF THE MANUAL FOR SHEETING AND BRACING IN EXCAVATIONS.
8. GRAVITY SEWERS SHALL UTILIZE TYPE "A" BEDDING, WHERE UNSUITABLE MATERIAL EXISTS. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 16" AND LARGER.
9. 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.
10. REFER TO OSHA REQMTS. FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.

	STANDARD CONSTRUCTION DETAIL TYPE "A" BEDDING AND TRENCH (SPECIAL GRAVITY SEWER INSTALLATIONS)	FILE NAME: S27.DWG
	REV. 12/08	DETAIL REF: S-27



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.

	STANDARD CONSTRUCTION DETAIL TYPE "B" BEDDING AND TRENCH (TYPICAL FOR WATER, SEWER, FORCE MAIN, STORM DRAIN AND RECLAIMED WATER MAIN INSTALLATIONS)	FILE NAME: S28.DWG
	REV. 12/08	DETAIL REF: S-28



	STANDARD CONSTRUCTION DETAIL STORM INLET APRON	FILE NAME: ST1.DWG
	REV. 12/08	DETAIL REF: ST–1

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES

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 MINIMUM OF CLASS III REINFORCED CONCRETE PIPE, OUTSIDE OF ROADWAY EASEMENTS AND R.O.W., PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
   A. SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M–294, AASHTO MP7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER OR
   B. PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
2. ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS–OF–WAY AND ROADWAY EASEMENTS 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 ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. 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 FIFTEEN INCH (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY–FIVE (25) YEAR STORM OF TWENTY–FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE 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 ASTM C–478 AND SHALL HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS–BUILT PLANS.
6. STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDERS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE–HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
7. RETENTION AREA WATER DEPTHS SHALL BE FOUR FEET(4') MINIMUM TO TWELVE FEET(12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL)

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES	FILE NAME: ST4.DWG
	REV. 12/08	DETAIL REF: ST–4

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES (CONTD.)

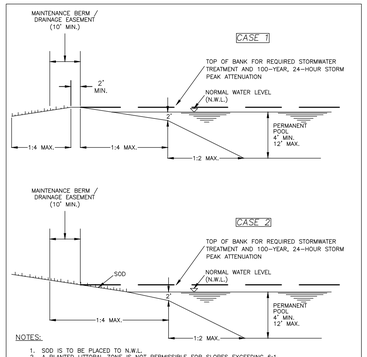
8. FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN–OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF–CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S 'n' OF 0.012. SPACING FOR CLEAN–OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
9. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
10. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
11. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
12. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
13. LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. 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 ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
14. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
15. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIS ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
16. ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS–OF–WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
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).

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES	FILE NAME: ST5.DWG
	REV. 12/08	DETAIL REF: ST–5

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES (CONTD.)

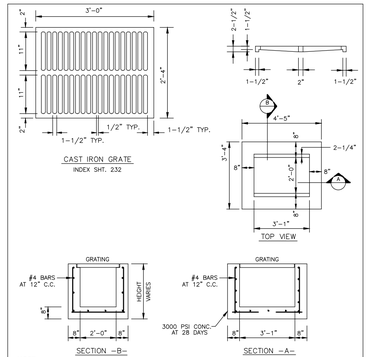
18. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
19. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
20. 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 ACCOMODATE THE FLOW FROM THE 100 YEAR – 24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
21. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD PERMIT AND THE NPDES PERMIT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
22. 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	FILE NAME: ST6.DWG
	REV. 12/08	DETAIL REF: ST–6



NOTES:
1. SOD IS TO BE PLACED TO N.W.L.
2. A PLANTED LITTORAL ZONE IS NOT PERMISSIBLE FOR SLOPES EXCEEDING 6:1.
3. AS AN OPTION TO A LITTORAL ZONE, THE DESIGNER CAN EITHER:
   A) PROVIDE AN ADDITIONAL 50% OF THE PERMANENT POOL VOLUME, AS REQUIRED, OR
   B) PROVIDE PRETREATMENT OF THE STORMWATER PRIOR TO ENTERING THE WET DETENTION POND.
4. CASE 1 BERM SHALL REQUIRE THE INSTALLATION OF IMPERVIOUS SOILS OR OTHER METHODS TO PREVENT TRANSMISSION OF WATER.

	STANDARD CONSTRUCTION DETAIL WET RETENTION POND	FILE NAME: ST10.DWG
	REV. 12/08	DETAIL REF: ST–10



NOTE:
• 6" THICK WALLS MAY BE PERMITTED, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS–BUILTS.

F.D.O.T. TYPE C INLET INDEX SHT. 232

	STANDARD CONSTRUCTION DETAIL TYPE "C" STORM INLET	FILE NAME: ST11.DWG
	REV. 12/08	DETAIL REF: ST–11

POTABLE WATER DESIGN NOTES

1. ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1", DOUBLE RESIDENTIAL SERVICES SHALL ALSO BE 1", AND 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: POLYETHYLENE TUBING SHALL BE CTS 3408 HIGH DENSITY TUBING, BLUE IN COLOR, AND RATED FOR A MINIMUM OF 200 P.S.I. WITH SDR OF 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. 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 A.S.T.M. D1248, D3350, D2239, D2737, N.S.F. 14 AND ANSI/A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. ACCEPTABLE MANUFACTURERS: ENDOT ENDOPURE.
2. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1,000.0 FEET.
3. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
4. APPROVED WATER VALVE TYPES ARE AS FOLLOWING:
   A. RESILIENT SEATED GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER (AWWA C–515)
   B. BUTTERFLY VALVES GREATER THAN 24" (AWWA C–504)
   C. TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE
5. TYPICALLY, A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED SO AS TO PRODUCE A MAXIMUM 250.0 FEET AND/OR MEETING THE LATEST NFPA CODE HOSE LAY ALONG THE STREET FOR ALL RESIDENTIAL BUILDINGS. ALL BUILDINGS WITH FIRE PROTECTION SPRINKLER SYSTEM, THE FIRE DEPARTMENT CONNECTION (FDC) MUST BE WITHIN 50.0 FEET OF UNOBSTRUCTED DISTANCE TO AN APPROVED FIRE HYDRANT LOCATION BY THE FIRE MARSHALL AND OR PUBLIC UTILITIES ENGINEER.
6. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
7. ALL WATER MAINS SHALL BE NSF AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
8. WATER MAINS SHALL BE C–900 PVC OR C–905 CL 150 (COLOR"BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.
9. 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.
10. 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.
11. WATER SERVICES SHALL BE NORMALLY DOUBLE 1" SERVICES LOCATED AT SIDE LOT LINES. INSTANCES WHERE SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET A MAXIMUM OF 2.0' FROM SIDE LOT LINES.
12. THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.

	STANDARD CONSTRUCTION DETAIL POTABLE WATER DESIGN NOTES	FILE NAME W1.DOC
	REV. 12/08	DETAIL REF: W–1

POTABLE WATER CONSTRUCTION NOTES

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. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
9. ALL WATER VALVES SHALL BE ADJUSTED TO FINISHED GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
10. 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.
11. ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHOULD ALWAYS FACE THE STREET.
12. AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
13. ALL WATER MAINS SHALL BE NSF AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INC

City of Port Orange Public Utilities Department
List of Approved Products

Potable Water 12/08

Fire Hydrant (5 ¼" Barrel)

MANUFACTURER	MODEL #
Mueller	A423 Super Centurion 250
American AVK Co.	Series #2780
American Darling	5 ¼" B-84-B5
Clow	Medallion # F-2545 5S

Air Release Valves

MANUFACTURER	MODEL #
Val-Matic	Series 38

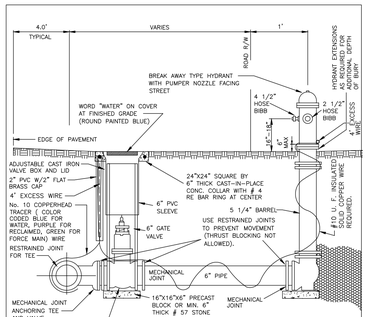
Gate Valves and Tapping Valves – Resilient Seated (AWWA C509 and C515) 24" or Smaller (Valve wedge to be complete enclosed with EPDM rubber)

MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Clow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500

STANDARD CONSTRUCTION DETAIL
POTABLE WATER APPROVED PRODUCTS

FILE NAME: W3.DOC

DETAIL REF: W-3

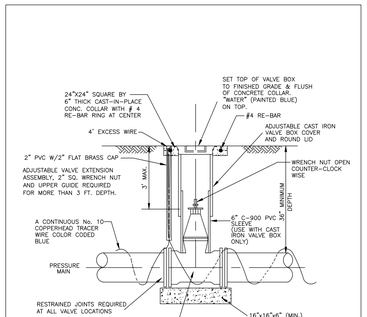


NOTES:
1. HYDRANTS SHALL BE OF THE NON-DRAINING TYPE.
2. HYDRANTS TO BE PAINTED EMERGENCY YELLOW AT THE MANUFACTURE–EPOXY OR POLYURETHANE.
3. HOSE BIBBS TO BE AMERICAN STANDARD THREADS.
4. RESTRAINED JOINTS REQUIRED. THRUST BLOCKS ARE NOT PERMITTED.
5. ADJUSTABLE TRENCH ADAPTOR ASSY. REQUIRED FOR ALL VALVES GREATER THAN 3' DEEP.
6. INSTALL AT SIDE LOT LINES OR AT CORNERS OF ROADWAY INTERSECTIONS. (TYPICAL)
7. CONTINUOUS TRACER WIRE TO BE COLOR CODED "BLUE" FOR WATER, LAYED ON TOP IN TRENCH
8. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MIN. 316 STAINLESS STEEL GRADE.
9. THE INTERNAL UPPER AND LOWER STEM SHALL BE MIN. OF 304 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
FIRE HYDRANT ASSEMBLY
REV. 12/08

FILE NAME: W4.DWG

DETAIL REF: W-4

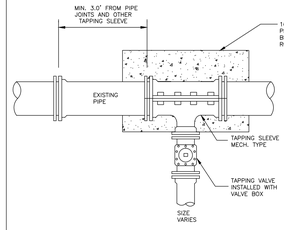


NOTE:
1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. A CONTINUOUS TRACER WIRE TO BE COLOR CODED "BLUE" FOR WATER, LAYED ON TOP IN TRENCH
3. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
4. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MIN. 316 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER
VALVE AND VALVE BOX
(4" – 16" VALVE SIZES)
REV. 12/08

FILE NAME: W5.DWG

DETAIL REF: W-5

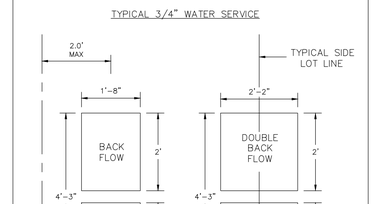


NOTES:
1. EPOXY COATED STEEL, STAINLESS STEEL SLEEVES WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
2. INSTALL REQUIRED RESTRAINED JOINTS. IN NO INSTANCE SHALL THRUST BLOCK BE PERMITTED.
3. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH WITH THE ADOPTED FEE RESOLUTION. ALL MATERIALS TO BE PROVIDED BY DEVELOPER / CONTRACTOR
4. ALL VALVES 2" OR GREATER SHALL BE GATE VALVES. CORPORATION STOPS ARE NOT ALLOWED ON VALVES 2" OR GREATER EXCEPT ON BLOW-OFFS.
5. CITY ONLY PERFORMS 1", 2", 4", 6", 8", 10", 12" TAPS. PLEASE SPECIFY ACCORDINGLY.

STANDARD CONSTRUCTION DETAIL
TAPPING VALVE AND SLEEVE
REV. 12/08

FILE NAME: W6.DWG

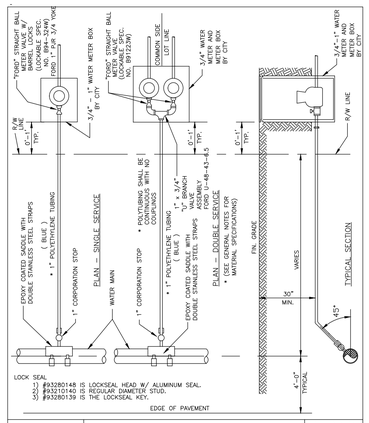
DETAIL REF: W-6



STANDARD CONSTRUCTION DETAIL
METER BOX LAYOUT
REV. 12/08

FILE NAME: W8.DWG

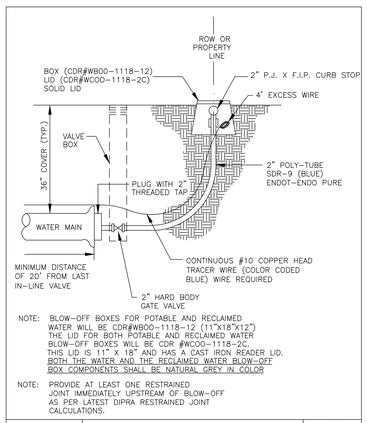
DETAIL REF: W-8



STANDARD CONSTRUCTION DETAIL
WATER SERVICE
(METER SIZES 3/4"–1")
REV. 12/08

FILE NAME: W9.DWG

DETAIL REF: W-9



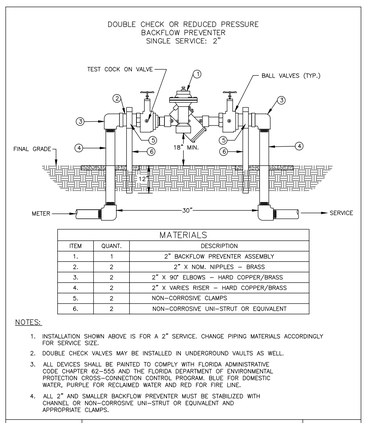
NOTE: BLOW-OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE CDR#WB00-1118-12 (11"x18"x12") THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW-OFF BOXES WILL BE CDR #WC00-1118-2C. THIS LID IS 11" X 18" AND HAS A CAST IRON READER LID. BOTH THE WATER AND THE RECLAIMED WATER BLOW-OFF BOX COMPONENTS SHALL BE NATURAL GREY IN COLOR

NOTE: PROVIDE AT LEAST ONE RESTRAINED JOINT IMMEDIATELY UPSTREAM OF BLOW-OFF AS PER LATEST DIPRA RESTRAINED JOINT CALCULATIONS.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER
BLOW-OFF ASSEMBLY
REV. 12/08

FILE NAME: W13.DWG

DETAIL REF: W-13



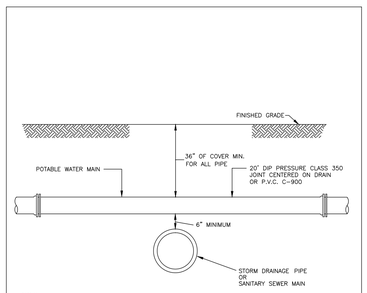
ITEM	QUANT.	DESCRIPTION
1.	1	2" BACKFLOW PREVENTER ASSEMBLY
2.	2	2" X NOM. NIPPLES – BRASS
3.	2	2" X 90° ELBOWS – HARD COPPER/BRASS
4.	2	2" X VARIES RISER – HARD COPPER/BRASS
5.	2	NON-CORROSIVE CLAMPS
6.	2	NON-CORROSIVE UNI-STRUT OR EQUIVALENT

NOTES:
1. INSTALLATION SHOWN ABOVE IS FOR A 2" SERVICE. CHANGE PIPING MATERIALS ACCORDINGLY FOR SERVICE SIZE.
2. DOUBLE CHECK VALVES MAY BE INSTALLED IN UNDERGROUND VAULTS AS WELL.
3. 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 RECLAMED WATER AND RED FOR FIRE LINE.
4. ALL 2" AND SMALLER BACKFLOW PREVENTER MUST BE STABILIZED WITH CHANNEL OR NON–CORROSIVE UNI–STRUT OR EQUIVALENT AND APPROPRIATE CLAMPS.

STANDARD CONSTRUCTION DETAIL
2" BACKFLOW PREVENTER
REV. 12/08

FILE NAME: W16.DWG

DETAIL REF: W-16

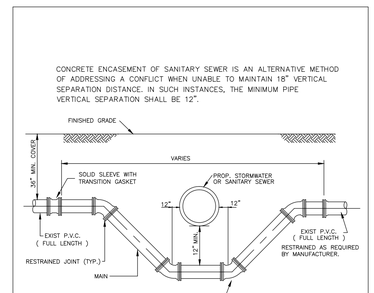


NOTE:
1. THIS DETAIL DOES NOT APPLY TO WATER OR SEWER SERVICES.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN CONFLICT
REV. 12/08

FILE NAME: W19.DWG

DETAIL REF: W-19

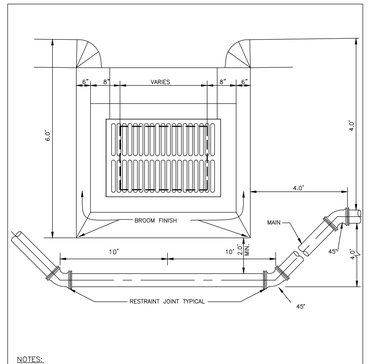


NOTES:
1. LOWERING OF EXISTING WATER MAIN & FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF EXISTING FIELD CONDITIONS PERMIT.
2. LENGTH OF SECTION BASED ON MINIMUM LENGTH AS DETERMINED BY DIPRA RESTRAINED JOINT MANUAL.
3. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN
CONFLICT
REV. 12/08

FILE NAME: W20.DWG

DETAIL REF: W-20

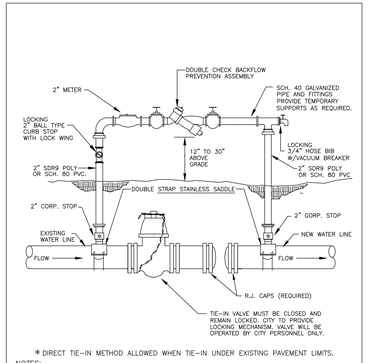


NOTES:
1. MAIN MAY PASS OVER STORM LINE IF 36" OF COVER IS PROVIDED OVER WATER MAIN OR RECLAIMED WATER LINE AND ADEQUATE CLEARANCE IS PROVIDED FROM THE STORM SEWER PIPE.
2. PIPE SHALL BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA AND ADAPTED TO PVC PIPE AS NECESSARY.

STANDARD CONSTRUCTION DETAIL
MAIN INSTALLATION BETWEEN
DRAINAGE INLET AND SIDEWALK
REV. 12/08

FILE NAME: W21.DWG

DETAIL REF: W-21



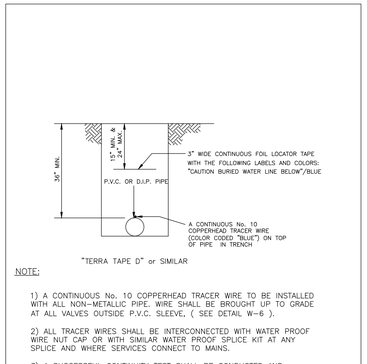
* DIRECT TIE-IN METHOD ALLOWED WHEN TIE-IN UNDER EXISTING PAVEMENT LIMITS.

NOTES:
1. THIS DETAIL SHALL BE UTILIZED ON ALL WATERLINE EXTENSIONS. THE CITY WILL ALLOW A DIRECT CONNECTION TO THE CITY'S DRINKING WATER SYSTEM AT ONLY ONE POINT OF CONNECTION. FINAL SECONDARY TIE-INS SHALL BE PERFORMED AFTER CLEARANCE FROM THE D.E.P.
2. PROVIDE SUPPORT AND/OR PROTECTIVE MEASURES TO PREVENT ABOVE GROUND PIPE BEING BROKEN.

STANDARD CONSTRUCTION DETAIL
TEMPORARY JUMPER CONNECTION
REV. 12/08

FILE NAME: W27.DWG

DETAIL REF: W-27



"TERRA TAPE D" or SIMILAR

NOTE:

1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON–METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W–6).

2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.

3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR
WATER MAIN, PIPELINES
REV. 12/08

FILE NAME: W29.DWG

DETAIL REF: W-29

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

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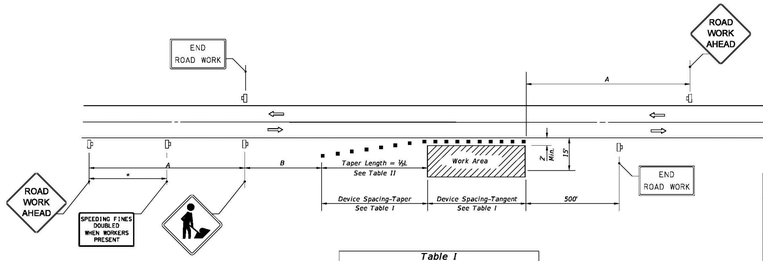
CITY OF PORT ORANGE
DETAILS AND NOTES
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2016-237
DATE: MARCH 2017
DESIGN BY: HHN
DRAWN BY: DAB
CHECKED BY: HHN
SCALE:

DRAWING NUMBER
22



*Midway between signs.

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.) A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.) Cones or Tubular Markers Taper	Tangent	Type I or Type II Barricades or Vertical Panels or Drums Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	½L (ft) 8' Shldr.	10' Shldr.	12' Shldr.	Notes
25	28	35	42	L= WS²/60
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width

½L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

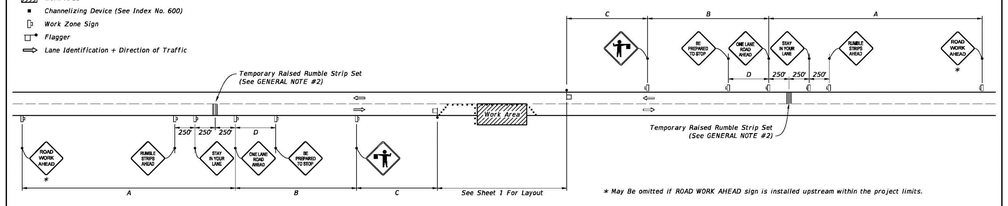
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION:	FDOT	FY 2016-17 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO.	SHEET NO.
07/01/15					602	1 of 1

12/1/2015 ## 602.dgn

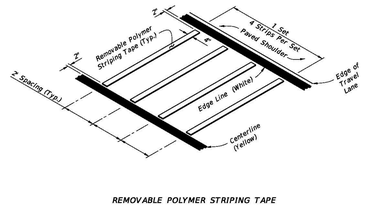
SYMBOLS:

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic



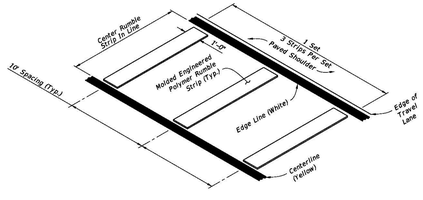
* May Be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

WITH TEMPORARY RAISED RUMBLE STRIPS
(When Required See GENERAL NOTE #2)



REMOVABLE POLYMER STRIPING TAPE

RUMBLE STRIP SET
OPTION - 1



MOLDED ENGINEERED POLYMER SET

RUMBLE STRIP SET
OPTION - 2

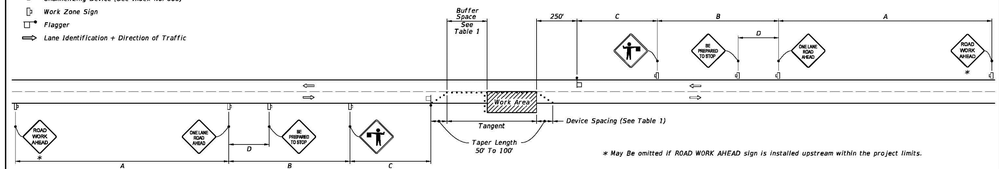
TEMPORARY RAISED RUMBLE STRIPS

LAST REVISION	DESCRIPTION:	FDOT	FY 2016-17 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX NO.	SHEET NO.
02/04/16					603	2 of 3

12/1/2015 ## 603.dgn

SYMBOLS:

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Lane Identification + Direction of Traffic



* May Be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

1. Special Conditions may be required in accordance with these notes and the following sheets:
   A. Railroad Crossings:
      a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.
      b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
   B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.
2. Temporary Raised Rumble Strips:
   A. Use when both of the following conditions are met concurrently:
      a. Existing Posted Speed is 55 mph or greater;
      b. Work duration is greater than 60 minutes.
   B. Use a consistent Strip color throughout the work zone.
   C. Place each Rumble Strip Set transversely across the lane at locations shown.
   D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.
3. Additional one-way control may be provided by the following means:
   A. Flag-carrying vehicle;
   B. Official vehicle;
   C. Pilot vehicles;
   D. Traffic signals.

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.
5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.
7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:
   A. Work operations are 60 minutes or less.
   B. Speed limit is 45 mph or less.
   C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
   D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   E. Volume and complexity of the roadway has been considered.
   F. If a railroad crossing is present, vehicles will not queue across rail tracks.
   G. AFADs are not in use.
8. See Index 600 for general TCZ requirements and additional information.
9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the APL vendor drawings.

TABLE 1
DEVICE SPACING

Posted Speed	Maximum Spacing of Cones or Tubular Markers On a Taper	On a Tangent	Maximum Spacing of Type 1 or Type II Barricades/Panels/Drums On a Taper	On a Tangent	Distance Between Signs A	B	C	D	Buffer Space
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION	DESCRIPTION:	FDOT	FY 2016-17 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX NO.	SHEET NO.
01/01/16					603	1 of 3

12/1/2015 ## 603.dgn

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

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MAINTENANCE OF TRAFFIC
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY H. NEWKIRK, LICENSE NO. 62971, STATE OF FLORIDA, PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

23

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
3. SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
4. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
5. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
7. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
8. ALL PLANTING BEDS SHALL BE TREATED WITH 'ROUND-UP' AND 'RONSTAR'. USE AS DIRECTED BY MANUFACTURERS.
9. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
10. EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
11. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
12. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
13. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
14. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
15. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
16. ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
17. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 672-9515.
18. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
19. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
20. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH ST. AUGUSTINE FLORITAM UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
21. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
22. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
23. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
24. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
25. ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
26. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
27. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3' OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
28. FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
29. ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.

BUFFER CALCULATIONS:

HIDDEN LAKE DR: (EAST PROPERTY LINE)
10' WIDE LANDSCAPE BUFFER REQUIRED (837' - 166' = 671')
(2) SHADE + (2) UNDERSTORY TREES + 20 SHRUBS PER 100 LF
671 LF / 100 = 6.71 X 2 = 13.42 — 14 SHADE TREES + 14 UNDERSTORY TREES + 135 SHRUBS
14 PROVIDED — 14 PROVIDED — 177 PROVIDED

YORKTOWNE BOULEVARD (SOUTH PROPERTY LINE)

10' WIDE LANDSCAPE BUFFER REQUIRED (767' - 60' = 707')
(2) SHADE + (2) UNDERSTORY TREES + 20 SHRUBS PER 100 LF
707 LF / 100 = 7.07 X 2 = 14.14 — 15 SHADE TREES + 15 UNDERSTORY TREES + 142 SHRUBS
15 PROVIDED — 15 PROVIDED — 194 PROVIDED

NORTH PROPERTY LINE

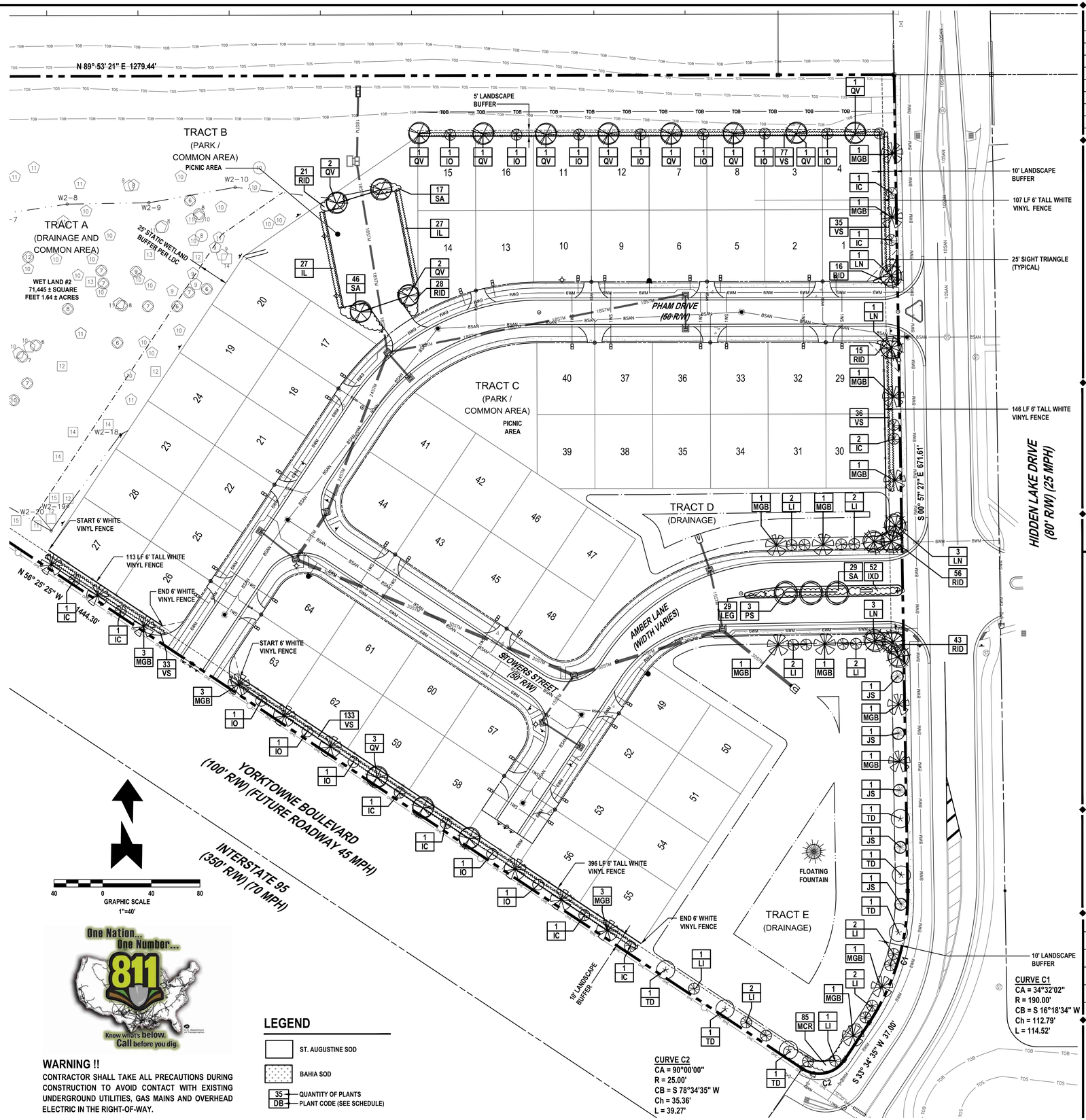
5' WIDE LANDSCAPE BUFFER REQUIRED (381')
(2) SHADE + (2) UNDERSTORY TREES + 20 SHRUBS PER 100 LF
381 LF / 100 = 3.81 X 2 = 7.62 — 8 SHADE TREES + 8 UNDERSTORY TREES + 77 SHRUBS
8 PROVIDED — 8 PROVIDED — 77 PROVIDED

PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS
CANOPY TREES				
LN	8	LIVISTONA NITIDA	LIVISTONA PALM	8' CT. FULL
MGB	21	MAGNOLIA GRANDIFOLIA	BRACKEN'S BROWN MAGNOLIA	10' - 12' HGT., 2.5" CAL. @ 6"
PS	3	PHOENIX SLYVESTRIS	SILVER DATE PALM	10' CT. FULL
QV	15	QUERCUS VIRGINIANA	LIVE OAK	10' - 12' HGT., FULL, 2.5" CAL. @ 6"
TD	6	TAXODIUM DISTICHUM	BALD CYPRESS	10' - 12' HGT., 2.5" CAL. @ 6"
SUBTOTAL	53			
UNDERSTORY TREES				
IC	10	ILEX CASSINE	DAHOON HOLLY	8' - 10' HGT., FULL, 1.5" CAL. @ 6"
IO	12	ILEX ATTENUATA	EAST PALATKA HOLLY	8' - 10' HGT., FULL, 1.5" CAL. @ 6"
JS	5	JUNIPERUS VIRGINIANA	SOUTHERN RED CEDAR	8' - 10' HGT., FULL, 1.5" CAL. @ 6"
LI	16	LAGERSTROEMIA INDICA	CRAPE MYRTLE (PURPLE) STD.	8' - 10' HGT., FULL, 1.5" CAL. @ 6"
SUBTOTAL	43			
SHRUBS				
IL	54	ILLICIUM PARVIFLORUM	YELLOW ANISE	3 GAL., 24" HGT., FULL, 36" O.C.
IXD	52	IXORA SSP	NORA GRANT	3 GAL., 20" HGT., FULL, 36" O.C.
LEG	29	LIRIOPE MUSCARI	EVERGREEN GIANT	3 GAL., 20" HGT., FULL, 36" O.C.
MCR	85	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., FULL, 36" O.C.
RID	179	RAPHIOLEPIS INDICA	INDIAN HAWTHORNE YEDDA	3 GAL., 18" HGT., FULL, 36" O.C.
SA	92	SCHEFFLERA ARBORICOLA	GOLD CAPELLA	3 GAL., 24" HGT., 36" O.C.
VS	314	VIBURNUM SUSPENSUM	SANDANKWA	3 GAL., 24" HGT., 36" O.C.
SUBTOTAL	805			
TOTAL	901			

NOTE:

1. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 3' DIAMETER MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED.



WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 / DB — QUANTITY OF PLANTS / PLANT CODE (SEE SCHEDULE)

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

NEWKIRK ENGINEERING
1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com
Certificate of Authorization No. 30209

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Civil Engineering
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Construction Engineering & Inspection

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LANDSCAPE PLAN
CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

REGISTERED LANDSCAPE ARCHITECT
RICHARD L. POORE
LA533
STATE OF FLORIDA
RICHARD L. POORE, L.A. # LA533

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	RLP
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

24

IRRIGATION NOTES:

1. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND CONDITIONS PRIOR TO ITS COMMENCEMENT OF THE IRRIGATION WORK.
2. *CHECK PRESSURE AND GPM OF WATER SUPPLY BEFORE BEGINNING JOB AND REPORT FINDING TO LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT WILL MAKE ANY ADJUSTMENT NECESSARY TO MAKE SYSTEM WORK AT ITS BEST.*
3. THE PLAN IS SCHEMATIC ONLY. THE CONTRACTOR SHALL INSTALL PIPING IN A MINIMUM NUMBER OF TRENCHES AND SHALL INSTALL PIPE IN A MINIMUM LENGTH.
4. QUANTITIES FOR IRRIGATION MATERIALS ARE NOT GIVEN. THE CONTRACTOR SHALL DETERMINE THIS FROM THE PLAN.
5. INSTALL SLEEVE PIPING WHERE SHOWN ON THE DRAWINGS AT THE PROPER DEPTH.
6. ALL SLEEVE PIPE SHALL BE SCHEDULE 40 PVC PIPE INSTALLED A MINIMUM OF 20" BELOW FINISHED PAVING GRADES.
7. ALL SLEEVES WHEN PLACED IN FIELD ARE TO BE LOCATED BY A METAL PIPE AT EACH END AND LOCATED FROM TWO STATIONARY POINTS BY TAPE MEASUREMENTS.
8. ALL PIPE SHALL BE INSTALLED A MINIMUM OF 20" BELOW GRADE.
9. ALL TRENCHING SHALL BE KEPT OUT OF THE DRIP LINE AREA OF ALL EXISTING TREES. USE RADIAL LINES OR TUNNELING WHEN NECESSARY TO ENCROACH INTO THE DRIP LINE AREA OF TREES.
10. LOCATE ALL VALVES AND OTHER IRRIGATION EQUIPMENT IN PLANT BED AREAS WITHIN THE PROJECT LIMITS FOR CONCEALMENT PURPOSES.
11. RISERS ARE TO BE HIDDEN COMPLETELY IN SHRUBBERY OR PAINTED BLACK AND IN NO CASE BE HIGHER THAN THE SHRUBBERY INSTALLED.
12. ALL PIPE EXPOSED ABOVE GRADE AND TO VIEW SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE OF THE NOTED SIZE.
13. ALL IRRIGATION EQUIPMENT (PUMP, CONTROLLER, ETC.) SHALL BE PLACED WITHIN FENCED ENCLOSURE.
14. ALL VALVES SHALL BE INSTALLED IN METER TYPE SIZE BOXES EQUAL TO AMETEK POLY-IRON.
15. PROVIDE A 6" GRAVEL SUMP AT THE BOTTOM OF ALL METER BOXES AND INSTALL 1/2" TO 1" DIAMETER GRAVEL AT THE BOTTOM OF THE VALVE PIT.
16. IRRIGATION SHALL MEET ALL APPLICABLE CURRENT MUNICIPAL, COUNTY, STATE OR FEDERAL CODES, ORDINANCES AND REGULATIONS THAT HAVE JURISDICTION.
17. ALL PIPE 1/2" TO 2 1/2" IN SIZE SHALL BE PRESSURE RATED 160 PVC (EXCEPT MAIN).
18. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.
19. ALL SPRAY HEADS ARE TO BE A MINIMUM OF 6" POP-UP AND ALL HEADS IN PLANTING AREAS TO BE 12" POP-UP OR RISERS. RISERS SHALL BE PAINTED GREEN OR BLACK.
20. ELECTRICAL TO CONTROLLER SHALL BE SUPPLIED BY ELECTRICAL CONTRACTOR (NOT IRRIGATION CONTRACTOR).
21. *PURPLE IRRIGATION EQUIPMENT MUST BE USED FOR ALL IRRIGATION IF REUSE WATER IS BEING USED.*

GENERAL NOTES:

1. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH THE CITY AND COUNTY WATER WISE ORDINANCE REQUIREMENTS. THE IRRIGATION CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF THERE ARE ANY DEVIATIONS TO THE DRAWING.
2. IRRIGATION LINES ARE SHOWN DIAGRAMMATICALLY AND ARE INTENDED TO SHOW DISTRIBUTION ZONES ONLY. ALL VALVES SHALL BE LOCATED WITHIN PLANTING AREAS (NOT WITHIN PAVEMENT). LINES LOCATED UNDER PAVEMENT SHALL BE KEPT TO A MINIMUM AND ALL PIPING UNDER PAVED AREAS SHALL BE SLEEVED.
3. WHEN INSTALLING IRRIGATION PIPING IN ISLAND AND OTHER NARROW PLANTING AREAS RUN PIPING CLOSE TO CURB AND NOT DOWN THE MIDDLE OF THE PLANTING AREA. (BEFORE DOING IRRIGATION GET A COPY OF THE LANDSCAPE PLAN AND KEEP IRRIGATION LINES OUT OF PLANTING AREAS WHERE POSSIBLE.)
4. NO SIGNIFICANT IRRIGATION OVERTHROW SHALL BE ALLOWED ONTO IMPERVIOUS SURFACES.
5. 25% OF IRRIGATION IS LOW VOLUME.

IRRIGATION LEGEND

(USE THE FOLLOWING IRRIGATION EQUIPMENT OR EQUAL)

15 SERIES MPR		FLOW RATE (GPM)
A	ADJUSTABLE 15' RADIUS	VARIES
Q	QUARTER	0.92
H	HALF	1.85
T	THREE QUARTER	2.78
F	FULL	3.70
△	TREE BUBBLER	1.00

PGP - HUNTER GEAR DRIVE		FLOW RATE (GPM)
6	NOZZLE SIZE	2.7
7	NOZZLE SIZE	3.4
8	NOZZLE SIZE	3.9
9	NOZZLE SIZE	5.2
10	NOZZLE SIZE	6.0

ZONE NUMBER — 2 | 15 — NUMBER OF HEADS (* DENOTES NETAFIM) — 35± APPROX. GALLONS PER MINUTE

2" LOOPED IRRIGATION MAIN (MUST BE SCH 40 PIPE)

SLEEVE UNDER PAVEMENT FOR WIRE (1")

SLEEVE UNDER PAVEMENT FOR PIPE (SEE SCHEDULE FOR SIZE REQUIREMENTS)

BACK OF CURB — 12" MIN.

NETAFIM

BACKFLOW PREVENTER (2" REDUCED PRESSURE ZONE)

CONTROLLER - RACHIO SMART IRRIGATION CONTROLLER (16 STATION)

RAIN SENSOR SHUTOFF (ON TOP OF CONTROL BOX OR PEDESTAL MOUNT)

4" DIA DEEP WELL

ZONE CONTROL VALVE (HARDIE 216B) (2" ANGLE- PRESSURE REDUCING)

WELL NOTES:

1. PUMP SPECIFICATIONS:

4" DIA DEEP WELL
STA-RITE 70 GPM SERIES PUMP,
4" SUBMERSIBLE LIQUID END ONLY, CAST IRON
70 GPM, 3 HP, 208 V, 1 PHASE WITH
PENTEX INTELLIDRIVE

* PUMP MUST PROVIDE A MINIMUM OF
60 GALLONS PER MINUTE @ 60 PSI AT HEAD

2. CONTRACTOR SHALL DRILL NEW WELL TO A DEPTH OF GROUNDWATER TO ACHIEVE SPECIFIED FLOW.
3. GROUNDWATER SOURCE SHALL BE FREE OF STAIN PRODUCING IRON MINERALS.
4. COVER WELL AND BACKFLOW PREVENTER WITH ARTIFICIAL STONE WELL COVER.

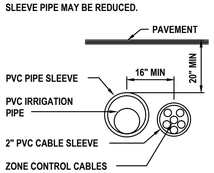
PIPE SIZING INFORMATION

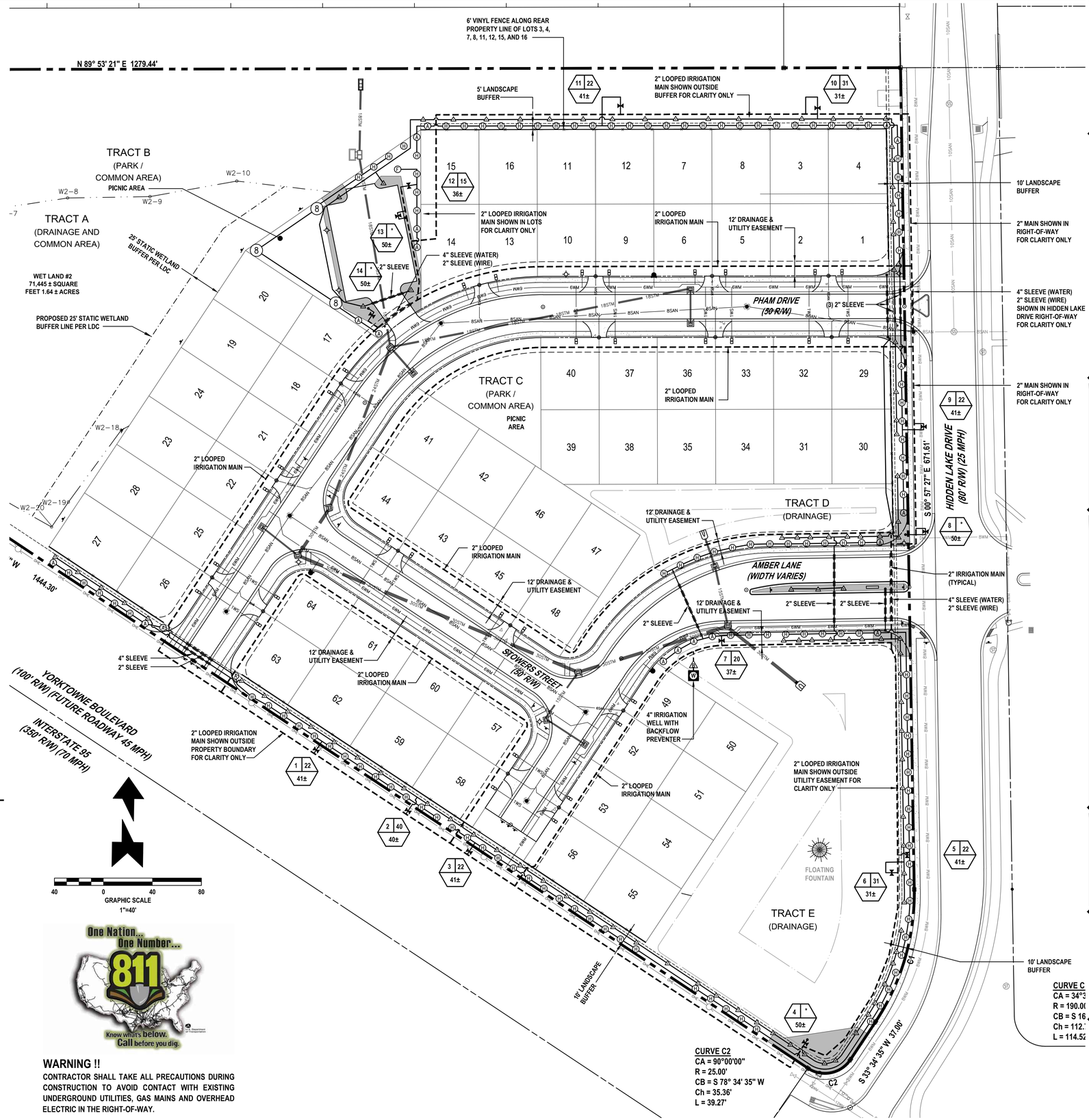
GALLONS PER MINUTE (GPM)	PIPE SIZE
0-6	1/2"
7-10	3/4"
11-16	1"
17-28	1 1/4"
29-35	1 1/2"
35-55	2"

PIPE SLEEVE SCHEDULE

PIPE SIZE	SLEEVE SIZE
2 1/2"	6"
1" THRU 2"	4"
1/2" AND 3/4"	3"

NOTE:
AT THE DISCRETION OF THE IRRIGATION CONTRACTOR, THE DIAMETER OF THE SLEEVE PIPE MAY BE REDUCED.





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CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

REGISTERED LANDSCAPE ARCHITECT
RICHARD L. POORE
LA533
STATE OF FLORIDA
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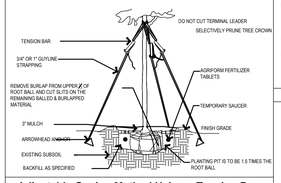
Tree Frog Environmental Products® (formerly Arborguy®) PRO20/PRO40/PRO60/PRO80STAKING DETAIL



Adjustable Guying Method Using a Tension Bar

The anchors for each kit are best installed using the Integrated Tool Assembly (ITA) from the manufacturer.

1. Once the arrowhead anchor has been driven into the ground and set (secured), the guyline should be passed through Hole #1 on the tension bar, then wrapped around the tree trunk just above the lowest established branch. Then, the guyline should be passed through Hole #2 in the tension bar just below the first established branch. After pulling taut any slack, a stop knot is established immediately below Hole #2 in the guyline. (See Figure 1)

2. The tension bar is then pulled downward until the tree is straight and the guyline is SNUG (NOT TIGHT). (See Figure 2)

3. The tension bar is locked into place by tying the loose end of the guyline itself just above Hole #2. (See Figure 3)

This tensioning method allows the guylines to be readjusted, if necessary, in order to keep the guylines snug until the tree root system is established and the staking material is removed.

✻Specify Anchor
1. Biodegradable (soft or hard soil)
2. Nylon (soft soil)
3. Heavy Duty (hard soil)

Tree Frog® PRO20 SYSTEM

PRO20:
For up to 2" Caliper Trees
(3) ARBORGUY™ Guylines 3/4" x 12' = 600 lb test Black or Green, UV resistant, polypropylene strapping
(3) "Tool-Free" Tension Bars™
(3) Arrowhead ✻ Anchors (4" x 3-3/4")

Tree Frog® PRO40 SYSTEM

PRO40:
For up to 4" Caliper Trees
(3) ARBORGUY™ Guylines 1" x 12' = 600 lb test Black or Green, UV resistant, polypropylene strapping
(3) "Tool-Free" Tension Bars™
(3) Arrowhead ✻Anchors (4 ¾ " x 4 ½")

Tree Frog® PRO60 SYSTEM

PRO60:
For up to 6" Caliper Trees
(3) ARBORGUY™ Guylines 1" x 15' = 2400 lb break strength polyester black strapping
(3) "Tool-Free" Tension Bars™
(3) Arrowhead ✻ Anchors (4 ¾" x 4 ½")

Tree Frog® PRO80 SYSTEM

PRO80:
For up to 8" Caliper Trees
(4) ARBORGUY™ Guylines 1" x 15' = 2400 lb break strength black polyester strapping
(4) Steel Cable leaders attached to anchors (optional)
(4) "Tool-Free" Tension Bars™
(4) Arrowhead ✻ Anchors (4 ¾" x 4 ½")

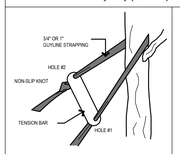


FIGURE 1

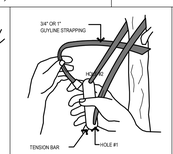


FIGURE 2

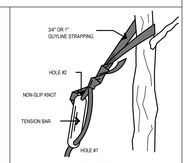
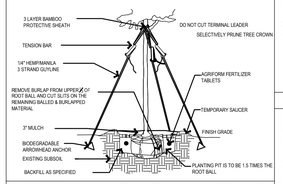


FIGURE 3

Tree Frog Environmental Products® (formerly Arborguy®) BIODEGRADABLE TREE GUYING DETAIL



Biodegradable Adjustable Guying Method Using a Tension Bar

The anchors for each kit are best installed using the Integrated Tool Assembly (ITA) from the manufacturer.

1. Once the Biodegradable arrowhead anchor has been driven into the ground and set (secured), the guyline should be passed through Hole #1 on the tension bar, then wrapped around the tree trunk just above the lowest established branch. Then, the guyline should be passed through Hole #2 in the tension bar just below the first established branch. After pulling taut any slack, a stop knot is established immediately below Hole #2 in the guyline. (See Figure 1)

2. The tension bar is then pulled downward until the tree is straight and the guyline is SNUG (NOT TIGHT). (See Figure 2)

3. The tension bar is locked into place by tying the loose end of the guyline itself just above Hole #2. (See Figure 3)

This tensioning method allows the guylines to be readjusted, if necessary, in order to keep the guylines snug until the tree root system is established and the staking material is removed.

Tree Frog® BIO20 SYSTEM

BIO20:
For up to 2" Caliper Trees
(3) FROG ANCHOR™ Guyline 1/4" x 12' = 560 lb tensile Hemp/Manila rope
(3) "Tool-Free" Tension Bars™
(3) Biodegradable Arrowhead Anchors (4 ¾" x 4 ½")

Tree Frog® BIO40 SYSTEM

BIO40:
For up to 4" Caliper Trees
(4) FROG ANCHOR™ Guyline 1/4" x 12' = 560 lb tensile Hemp/Manila rope
(4) "Tool-Free" Tension Bars™
(4) Biodegradable Arrowhead Anchors (4 ¾" x 4 ½")

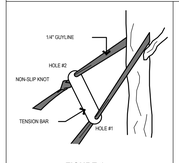


FIGURE 1

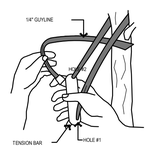


FIGURE 2

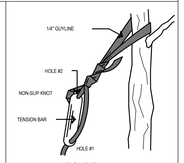
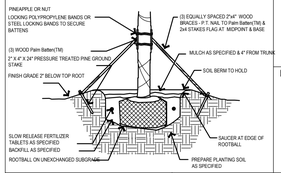


FIGURE 3

Tree Frog Environmental Products® (formerly Arborguy®) Palm Batten Detail

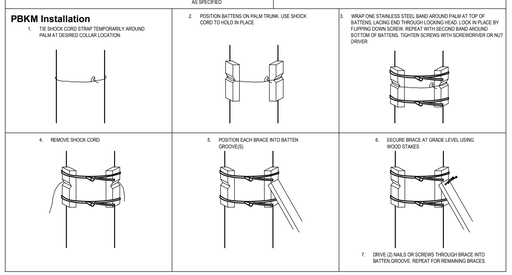


Tree Frog® Palm Batten System

PBKM (Metal Bands)
(3) 1 1/2"x3" 1/2"x12" (2x4 wood) battens with 5 layers of burlap backing and (4) staple guides for banding, pre-notched (to accept 2"x4"x8' support braces)
(2) 44" plated carbon steel bands with tensioning and locking screw / clamp

PBKC (Polypropylene Bands)
(3) 1 1/2"x3 1/2"x12" (2x4 wood) battens with 5 layers of burlap backing and (4) staple guides for banding, pre-notched (to accept 2"x4"x8' support braces)
(2) 8'x1", 600 lb test webbing bands with metal spring locking clamps

PBKM Installation



TREE ANCHORING DETAILS

PROVIDED BY MANUFACTURER
(See www.froganchor.com or call 352-735-7411

NOT TO SCALE

PRUNING

Most trees require some pruning to control growth and adapt them to particular landscape uses. Proper pruning will control branch height, symmetry of the crown, crowding of main branches, and will eliminate weak crotches. Trees are also pruned to prevent property damage. During construction work the primary purpose of pruning is to preserve the health and vigor of the tree. In most cases damage to the roots can be offset by careful pruning of the crown. During pruning, appearance should also be considered.

In compensating for root damage the aim is to leave a vigorous dense crown, decreased only in overall size. Approximately half as much crown should be removed as root system damaged. For example, if 1/2 the root system is damaged, approximately 1/4 of the crown should be removed.

EXCEPTION:
Pines should not be pruned other than to remove dead, diseased, or hazardous branches.

The following guidelines are suggested to encourage the healthy survival of trees retained.

1. Remove dead, dying, or unsightly tree parts.
2. Remove sprouts growing at or near the base of trunk.
3. Remove branches that grow toward the center of the tree.
4. Remove crossed branches.
5. Remove V-crotches. If possible to do so without ruining the appearance, remove weakest member forming the V.
6. Remove "Nuisance" growth, cut out branches that are likely to interfere with electric or telephone wires. Remove branches that shade street lights or block the view in streets.
7. Remove lower limbs that shade the lawn excessively.
8. Properly prune lower branches that may interfere with machinery to avoid broken and damaged limbs.
9. All roots measuring 3" or greater in diameter should be pruned clean with no jagged/shredded ends.
10. Utilize compact machinery around treed areas to minimize disturbance to tree trunks and roots.

EXCAVATIONS

When deep soil cuts are made over the entire area occupied by the roots, it is difficult to maintain the health of trees. Lowering the grade 6–8 inches will remove a major portion of the top soil and most of the feeder roots. A loss of 1/2 to 1/3 of these surface roots will kill the tree.

To preserve the tree and avoid root damage when cutting a grade, curve or zig–zag around the roots as much as possible. The area of the dripline should be sufficient. Top soil is an extremely important factor in the survival of a tree.

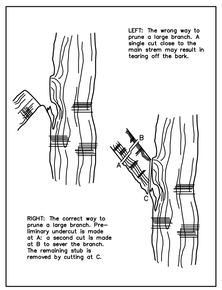
Roots should be cut cleanly. Large roots should be promptly treated with a wound dressing.

Deep grade changes will require a retaining wall. The wall should be porous to allow for aeration. Construction is similar to dry well.

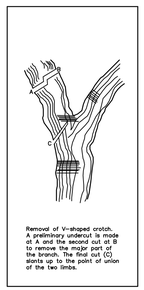
Top pruning will aid in retaining tree vigor when roots are cut, and fertilization will stimulate new growth.

Water frequently until the tree becomes established. Severe root damage will require 6 months to a year for the tree to fully recover.

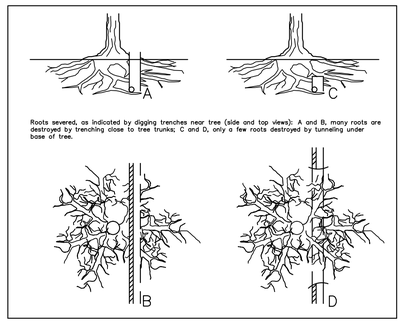
Oaks, maples, bays, and conifers are among the species most susceptible to grade changes.



PRUNING OF LARGE BRANCH



REMOVAL OF V-SHAPED CROTCH

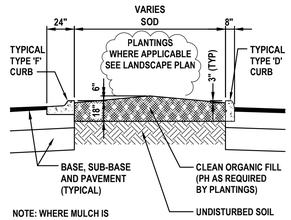


Trees can be protected when excavation for water and sewer lines is performed. Start by considering the location of the trenches. If the trenches cannot be routed around the trees and outside the dripline, the next best thing is to tunnel under them.

Power–driven soil augers are often used for this purpose. Tunneling under the trees has been shown to minimize root kill. Tunneling should be offset to one side of the trunk to prevent damage to the main top roots.

TREE PROTECTION DETAILS

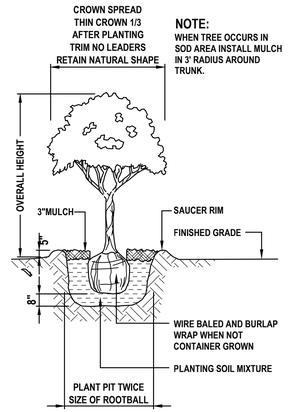
NOT TO SCALE



NOTE: WHERE MULCH IS USED IN LANDSCAPE ISLAND KEEP MULCH BELOW TOP OF CURBS

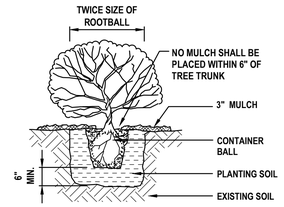
ISLAND PLANTING DETAIL

NOT TO SCALE



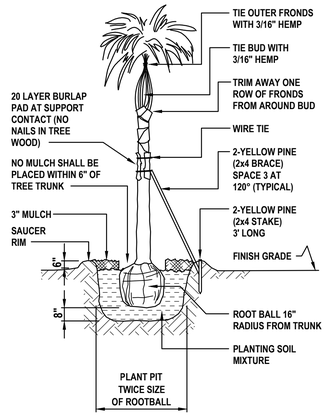
TREE PLANTING DETAIL

NOT TO SCALE



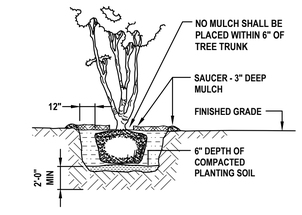
SHRUB PLANTING DETAIL

NOT TO SCALE



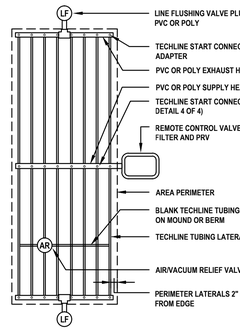
PALM TREE PLANTING DETAIL

NOT TO SCALE

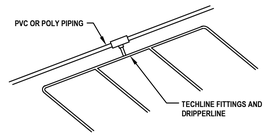


MULTI-TRUNK PLANTING DETAIL

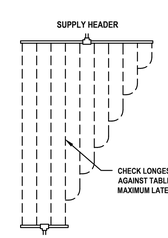
NOT TO SCALE



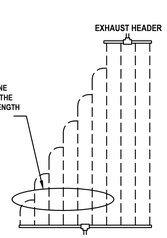
TECHLINE CENTER FEED LAYOUT



CREATING SUB-HEADERS TO REDUCE GLUE/SADDLE JOINTS



JOINING TECHLINE TUBING



BRANCHING OUT TECHLINE TUBING

CENTER FEED LAYOUTS:
- WHERE LAYOUT FLEXIBILITY EXISTS, IT IS RECOMMENDED THAT CENTER FEED LAYOUTS BE USED. THIS ALLOWS FOR THE MOST EVEN FLOW OF WATER THROUGHOUT THE ZONE.
- CENTER FEED LAYOUTS ALSO ALLOW YOU TO MAXIMIZE THE LENGTHS OF TECHLINE THAT CAN BE RUN.

OTHER PIPING LAYOUTS:
- WHEN BRANCHING OUT, OR JOINING TECHLINE, ONE OF TWO RULES APPLY. RULE 1 - WHEN BRANCHING OUT TECHLINE FROM THE SUPPLY HEADER, TOTAL ALL "BRANCHED OUT" DRIPPERLINE AND CHECK THE SUM AGAINST THE MAXIMUM LATERAL LENGTH IN TABLE 2. RULE 2 - WHEN JOINING DRIPPERLINE LATERALS FROM THE SUPPLY HEADER, CHECK ONLY THE LONGEST LATERAL AGAINST THE MAXIMUM ALLOWABLE IN TABLE 2.
- TO REDUCE THE NUMBER OF GLUE JOINTS, SADDLES OR INSERT FITTINGS IN A HEADER, TRANSITION TO TECHLINE AND TECHLINE FITTINGS TO MAKE UP SUB-HEADERS, MAKING SURE TO FOLLOW THE GUIDELINE OF A MAXIMUM OF 0.5 GPM IN THE "SUB-HEADER" ZONE.

NETAFIM DETAIL

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

NEWKIRK ENGINEERING
1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com
Certificate of Authorization No. 30209

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Civil Engineering
Transportation
Construction Engineering & Inspection

Geosam
424 LUNA BELLA LANE, SUITE 122
NEW SMYRNA BEACH, FL 32168

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LANDSCAPE AND IRRIGATION DETAILS AND NOTES

CORNERSTONE GROVE PUD
HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

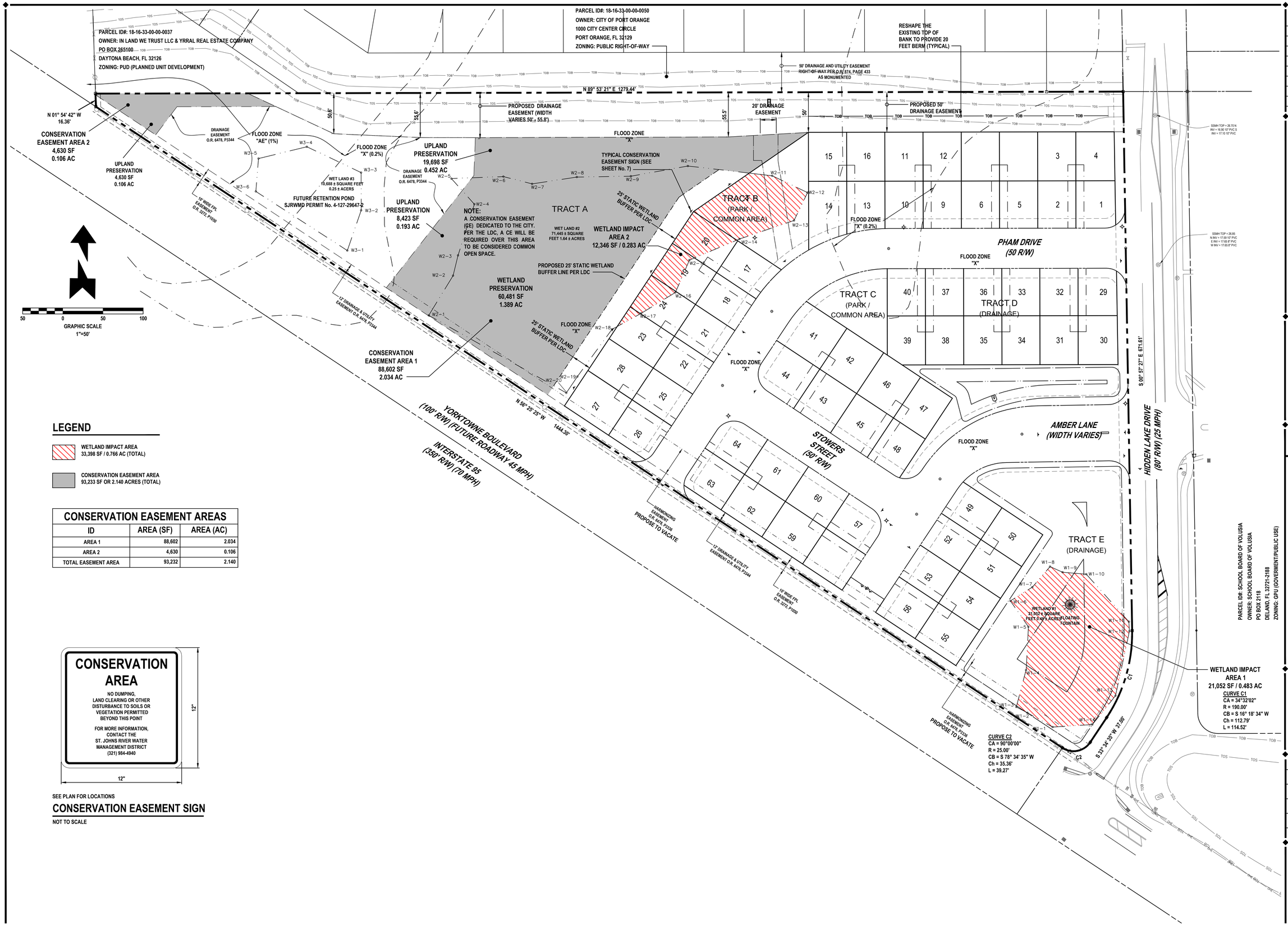
REGISTERED LANDSCAPE ARCHITECT
RICHARD L. POORE
LA533
STATE OF FLORIDA

RICHARD L. POORE, L.A. # LA533

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	RLP
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

26



LEGEND

- WETLAND IMPACT AREA 33,398 SF / 0.766 AC (TOTAL)
- CONSERVATION EASEMENT AREA 93,233 SF OR 2.140 ACRES (TOTAL)

CONSERVATION EASEMENT AREAS		
ID	AREA (SF)	AREA (AC)
AREA 1	88,602	2.034
AREA 2	4,630	0.106
TOTAL EASEMENT AREA	93,232	2.140

CONSERVATION AREA

NO DUMPING, LAND CLEARING OR OTHER DISTURBANCE TO SOILS OR VEGETATION PERMITTED BEYOND THIS POINT

FOR MORE INFORMATION, CONTACT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (321) 984-4940

12" x 12"

SEE PLAN FOR LOCATIONS

CONSERVATION EASEMENT SIGN

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4-17-17	CITY COMMENTS
5-4-17	CITY COMMENTS

NEWKIRK ENGINEERING
1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
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WETLAND IMPACT / PRESERVATION MAP

CORNERSTONE GROVE PUD

HIDDEN LAKE DRIVE
PORT ORANGE, FL 32129

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2016-237
DATE:	MARCH 2017
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

27

Exhibit C

Certificate of School Concurrency

Volusia County School Board

Project Information	
Project Name	Cornerstone Grove
VCSB Project #	**17-04-13-001-R**
Jurisdiction Project#	
Parcel ID Numbers:	6318-00-00-0091
Project Location:	Hidden Lake Drive, Port Orange, FL
# of residential units:	64
Residential Unit Type:	Townhome
Property Owners:	Geosam Capital US (Venetian Bay) LP
Applicant/Agent Name:	James Stowers

School Concurrency Analysis

Schools:	Elementary	Middle	High	Other	Total Capacity Reserved
Students Generated	**9**	**5**	**6**	0	**20**

Comments:
This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.

This School Concurrency Certificate shall reserve capacity for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.

Eric A. Kozielski

Eric Kozielski
Planning and GIS Specialist

20APR2017

Issue Date

Created: 9/2007
Owner: Facilities Services

2008-072-VCS
Print Locally

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (I35) First Reading - Ordinance No. 2017-12 - Section 2-279 Cone of Silence

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-12.

SUMMARY: Ordinance 2017-12 amends Chapter 2, Article VI, Division 2 of the Code of Ordinances by establishing a new Section regarding Cone of Silence procedures to ensure the integrity in the issuance, evaluation and award of all procurement solicitations.

"Cone of Silence" means a prohibition on any communication regarding a particular competitive solicitation between (1) any person who seeks an award, including a potential vendor or vendor's representative, its employees, partners, directors, or officers, consultants, lobbyists, subcontractors, or any other individual acting through or on behalf of any entity seeking an award; and (2) any City Council member, city manager or any person designated by the city to evaluate or recommend selection in the competitive solicitation process. The procurement official, the Purchasing Manager, is the designated conduit for communications for the vendor seeking an award.

A Cone of Silence shall be effective from the deadline date for responses and shall continue until the date and time of the city council meeting. The Cone of Silence shall terminate at the time the item is presented to the City Council.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-12	Ord. No. 2017-12.pdf
2.	Florida Statute - Cone of Silence	F.S. 287.057 Procurement of Commodities or Contractual Services.pdf

Diana Fye	Created/Initiated - 03/16/2017
Tracey Riehm	Approved - 05/02/2017
Shannon Balmer	Approved - 06/07/2017
Jake Johansson	Approved - 06/07/2017

Robin Fenwick Final Approval - 06/07/2017

ORDINANCE NO 2017-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-279, CONE OF SILENCE; PROVIDING FOR DEFINITIONS, PROHIBITED COMMUNICATIONS, EFFECTIVE DATES, NOTICE, PERMITTED COMMUNICATIONS, VIOLATIONS AND APPEAL PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED 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 amends Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-279 to read as follows:

Chapter 2-ADMINISTRATION
ARTICLE VI. - FINANCE
DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-279. – Cone of Silence

(a) Definitions. Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1. Affected Person means any person, and that person's support staff, appointed, hired, designated, or authorized to evaluate, rank, recommend, or select a Vendor or a Vendor's response to a competitive solicitation or to make an award in a competitive solicitation process.
2. Competitive Solicitation means a formal process by the City relating to the acquisition of goods or services, which process is intended to provide an equal

and open opportunity to qualified persons and entities to be selected to provide the goods or services.

3. Cone of Silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
4. Evaluation or Selection Committee means a group of persons appointed or designated by the City Manager or the Director of a City office, agency, department, or division, or their designee, to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to a competitive solicitation.
5. Vendor means any person, entity or individual acting through or on behalf of such person or entity, that has entered into or that lobbies to enter into a contract or seeks an award with the City to provide goods, perform services, render an opinion or provide advice, or make a recommendation related to a competitive solicitation.
6. Vendor's Representative means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a Vendor in communicating regarding a competitive solicitation.

(b) Prohibited communication. Except as set forth in subsection (e), a Cone of Silence shall be in effect during the course of a competitive solicitation as provided in subsection (c) between:

1. Any person or entity, including a Vendor or Vendor's representative, that seeks a contract, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, and
2. Any Council Member, City Manager, or any member of the evaluation or selection committee for a competitive solicitation, or affected person as defined in subsection (a)(1).

(c) Effective dates. A Cone of Silence shall begin and shall end for a competitive solicitation within the scope of this Ordinance as follows:

1. For any Council Member or the Council's staff, a Cone of Silence shall be in effect during a competitive solicitation beginning at the time of issuance of the solicitation.
2. The Cone of Silence shall terminate at the time the City Council or other authorized person makes a final award or gives a final approval of a contract, rejects all bids or responses, or takes other action which ends the competitive

solicitation. If the City Council defers the matter to a future date, then the Cone of Silence shall continue until such time that the City Council acts to end the competitive solicitation process.

(d) Notice. When the Cone of Silence becomes effective for a competitive solicitation, the Finance Director, or designee, shall provide public notice of the effectiveness of this Ordinance to the competitive solicitation. The public notice shall include a statement that generally discloses the requirements of this Ordinance and, if any, the solicitation information for the goods or services.

(e) Permitted communication.

1. Nothing in this section shall prohibit a Council Member, the City Manager, or City employees from communicating with each other.
2. The Cone of Silence shall not apply to communications with the Purchasing Division, City Attorney and legal personnel, or other City personnel, provided that such person is not a member of the evaluation or selection committee appointed for the competitive solicitation or an Affected Person as defined in subsection (a)(1).
3. Nothing contained in this section shall prohibit any Vendor or Vendor's representative:

    a. From making a public presentation during a public meeting; pre-bid conferences or at a selection meeting related to the competitive solicitation;
    b. From engaging in contract negotiations during a public meeting related to the competitive solicitation;
    c. From communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation; or
    d. From communicating in writing as provided in subsection (4) below.

4. The Purchasing Manager, or designee, shall accept written communications from a Vendor or Vendor's representative during the time a Cone of Silence is applicable to a competitive solicitation. Such writing, including any response thereto, shall be formalized in writing and issued as an addendum to the competitive solicitation.

(f) Violations.

1. A complaint alleging a violation of this Ordinance may be filed with the Purchasing Manager. In each such instance, an investigation shall be performed by the Purchasing Manager and the results of each investigation, including a determination of violation, if any, shall be set forth in a written report. If there is a determination of violation, the Vendor or Vendor's representative shall be subject to disqualification, suspension and/or debarment procedures, as set forth in Chapter 2, Article VI, Section 2-276 of the City Code of Ordinances.
2. A copy of the report and notice of the disqualification, suspension and/or debarment procedures, as provided for in this subsection (f), shall be provided to the Vendor and any person who has been investigated.
3. A person or Vendor who is determined by the Purchasing Manager to have violated this Ordinance may appeal a disqualification within the time and in the manner provided in Section 2-277; and may appeal a suspension and/or debarment determination within the time and in the manner provided in Section 2-276(e) both of the City Code of Ordinances. If the determination is appealed and a final decision is rendered, the decision shall be the final determination. If no appeal is timely filed or if no final determination is made, the determination of the Purchasing Manager shall be final.
4. After a determination becomes final, a copy of the report or final decision shall be furnished to Council, the Vendor, and any person who was investigated.
5. A determination of violation shall render any award to a Vendor who is found to have violated this Ordinance voidable, at the sole discretion of Council.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2017

Passed and adopted on second and final reading on the _____ day of _____, 2017

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

The 2016 Florida Statutes

287.057 Procurement of commodities or contractual services.—

(1) The competitive solicitation processes authorized in this section shall be used for procurement of commodities or contractual services in excess of the threshold amount provided for CATEGORY TWO in s. 287.017. Any competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

(a) *Invitation to bid.*—The invitation to bid shall be used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

1. All invitations to bid must include:

a. A detailed description of the commodities or contractual services sought; and

b. If the agency contemplates renewal of the contract, a statement to that effect.

2. Bids submitted in response to an invitation to bid in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed.

3. Evaluation of bids must include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.

4. The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

(b) *Request for proposals.*—An agency shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document.

1. Before issuing a request for proposals, the agency must determine and specify in writing the reasons that procurement by invitation to bid is not practicable.

2. All requests for proposals must include:

a. A statement describing the commodities or contractual services sought;

b. The relative importance of price and other evaluation criteria; and

c. If the agency contemplates renewal of the contract, a statement to that effect.

3. Criteria that will be used for evaluation of proposals must include, but are not limited to:

a. Price, which must be specified in the proposal;

b. If the agency contemplates renewal of the contract, the price for each year for which the contract may be renewed;

c. Consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor; and

d. Consideration of prior relevant experience of the vendor.

4. The contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria

set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

(c) *Invitation to negotiate.*—The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

1. Before issuing an invitation to negotiate, the head of an agency must determine and specify in writing the reasons that procurement by an invitation to bid or a request for proposal is not practicable.

2. The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.

3. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified. The evaluation criteria must include consideration of prior relevant experience of the vendor.

4. The agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.

5. The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the state.

(2) Prior to the time for receipt of bids, proposals, or replies, an agency may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

(3) If the purchase price of commodities or contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, purchase of commodities or contractual services may not be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

(a) The agency head determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires emergency action. After the agency head signs such a written determination, the agency may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, the emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The agency shall furnish copies of all written determinations and any other documents relating to the emergency action to the department. A copy of the written statement shall be furnished to the Chief Financial Officer with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the department of such statement is not required in such circumstances. In the case of the emergency purchase of insurance, the period of coverage of such insurance may not exceed 30 days, and all such emergency purchases shall be reported to the department.

(b) The purchase is made by an agency from a state term contract procured, pursuant to this section, by the department or by an agency, after receiving approval from the department, from a contract procured, pursuant to subsection (1), by another agency.

(c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. If an agency believes that commodities or contractual services are available only from a single source, the agency shall electronically post a description of the commodities or contractual

services sought for at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors that the commodities or contractual services are available only from a single source, the agency shall provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3).

(d) Prescriptive assistive devices for the purpose of medical, developmental, or vocational rehabilitation of clients are excepted from competitive-solicitation requirements and shall be procured pursuant to an established fee schedule or by any other method that ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, state agencies shall annually file with the department a description of the purchases and methods of procurement.

1(e) The following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

1. Artistic services. As used in this subsection, the term “artistic services” does not include advertising or typesetting. As used in this subparagraph, the term “advertising” means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or contractual services.

2. Academic program reviews if the fee for such services does not exceed $50,000.

3. Lectures by individuals.

4. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.

5. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. The term also includes, but is not limited to, substance abuse and mental health services involving examination, diagnosis, treatment, prevention, or medical consultation if such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner are also exempt. For purposes of this subparagraph, the term “providers” means health professionals and health facilities, or organizations that deliver or arrange for the delivery of health services.

6. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

7. Medicaid services delivered to an eligible Medicaid recipient unless the agency is directed otherwise in law.

8. Family placement services.

9. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

10. Training and education services provided to injured employees pursuant to s. 440.491(6).

11. Contracts entered into pursuant to s. 337.11.

12. Services or commodities provided by governmental entities.

13. Statewide public service announcement programs provided by a Florida statewide nonprofit corporation under s. 501(c)(6) of the Internal Revenue Code which have a guaranteed documented match of at least $3 to $1.

(f) Continuing education events or programs that are offered to the general public and for which fees have been collected which pay all expenses associated with the event or program are exempt from requirements for competitive solicitation.

(4) An agency must document its compliance with s. 216.3475 if the purchase of contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO and such services are not competitively procured.

(5) If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the department or other agency may negotiate on the best terms and conditions. The department or other agency shall document the reasons that such action is in the best interest of the state in lieu of resoliciting competitive sealed bids, proposals, or replies. Each agency shall report all such actions to the department on a quarterly basis, in a manner and form prescribed by the department.

(6) Upon issuance of any solicitation, an agency shall, upon request by the department, forward to the department one copy of each solicitation for all commodity and contractual services purchases in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. An agency shall also, upon request, furnish a copy of all competitive-solicitation tabulations. The Office of Supplier Diversity may also request from the agencies any information submitted to the department pursuant to this subsection.

(7)(a) In order to strive to meet the minority business enterprise procurement goals set forth in s. 287.09451, an agency may reserve any contract for competitive solicitation only among certified minority business enterprises. Agencies shall review all their contracts each fiscal year and shall determine which contracts may be reserved for solicitation only among certified minority business enterprises. This reservation may only be used when it is determined, by reasonable and objective means, before the solicitation that there are capable, qualified certified minority business enterprises available to submit a bid, proposal, or reply on a contract to provide for effective competition. The Office of Supplier Diversity shall consult with any agency in reaching such determination when deemed appropriate.

(b) Before a contract may be reserved for solicitation only among certified minority business enterprises, the agency head must find that such a reservation is in the best interests of the state. All determinations shall be subject to s. 287.09451(5). Once a decision has been made to reserve a contract, but before sealed bids, proposals, or replies are requested, the agency shall estimate what it expects the amount of the contract to be, based on the nature of the services or commodities involved and their value under prevailing market conditions. If all the sealed bids, proposals, or replies received are over this estimate, the agency may reject the bids, proposals, or replies and request new ones from certified minority business enterprises, or the agency may reject the bids, proposals, or replies and reopen the bidding to all eligible vendors.

(c) All agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.09451(4) to increase the participation of minority business enterprises.

(d) All agencies shall avoid any undue concentration of contracts or purchases in categories of commodities or contractual services in order to meet the minority business enterprise purchasing goals in s. 287.09451.

(8) An agency may reserve any contract for competitive solicitation only among vendors who agree to use certified minority business enterprises as subcontractors or subvendors. The percentage of funds, in terms of gross contract amount and revenues, which must be expended with the certified minority business enterprise subcontractors and subvendors shall be determined by the agency before such contracts may be reserved. In order to bid on a contract so reserved, the vendor shall identify those certified minority business enterprises which will be utilized as subcontractors or subvendors by sworn statement. At the time of performance or project completion, the contractor shall report by sworn statement the payments and completion of work for all certified minority business enterprises used in the contract.

(9) An agency shall not divide the solicitation of commodities or contractual services so as to avoid the requirements of subsections (1)-(3).

(10) A contract for commodities or contractual services may be awarded without competition if state or federal law prescribes with whom the agency must contract or if the rate of payment or the recipient of the funds is established during the appropriations process.

(11) If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.

(12) Extension of a contract for commodities or contractual services must be in writing for a period not to exceed 6 months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

(13) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer. Renewal of a contract for commodities or contractual services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (3)(a) and (c) may not be renewed. With the exception of subsection (10), if a contract amendment results in a longer contract term or increased payments, a state agency may not renew or amend a contract for the outsourcing of a service or activity that has an original term value exceeding $10 million before submitting a written report concerning contract performance to the Governor, the President of the Senate, and the Speaker of the House of Representatives at least 90 days before execution of the renewal or amendment.

(14) For each contractual services contract, the agency shall designate an employee to function as contract manager who is responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor.

(a) Each contract manager who is responsible for contracts in excess of the threshold amount for CATEGORY TWO must, at a minimum, complete training conducted by the Chief Financial Officer for accountability in contracts and grant management. The Chief Financial Officer shall establish and disseminate uniform procedures pursuant to s. 17.03(3) to ensure that contractual services have been rendered in accordance with the contract terms before the agency processes the invoice for payment. The procedures must include, but need not be limited to, procedures for monitoring and documenting contractor performance, reviewing and documenting all deliverables for which payment is requested by vendors, and providing written certification by contract managers of the agency's receipt of goods and services.

(b) Each contract manager who is responsible for contracts in excess of $100,000 annually must complete training in contract management and become a certified contract manager. The department is responsible for establishing and disseminating the requirements for certification which include completing the training conducted by the Chief Financial Officer for accountability in contracts and grant management. Training and certification must be coordinated by the department, and the training must be conducted jointly by the department and the Department of Financial Services. Training must promote best practices and procedures related to negotiating, managing, and ensuring accountability in agency contracts and grant agreements, which must include the use of case studies based upon previous audits, contracts, and grant agreements. All agency contract managers must become certified within 24 months after establishment of the training and certification requirements by the department and the Department of Financial Services.

(15) Each agency shall designate at least one employee who shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the department.

(16)(a) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint:

1. At least three persons to evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought.

2. At least three persons to conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service

requirements for which commodities or contractual services are sought.

(b) If the value of a contract is in excess of $1 million in any fiscal year, at least one of the persons conducting negotiations must be certified as a contract negotiator based upon department rules in order to ensure that certified contract negotiators are knowledgeable about effective negotiation strategies, capable of successfully implementing those strategies, and involved appropriately in the procurement process. At a minimum, the rules must address the qualifications required for certification, the method of certification, and the procedure for involving the certified negotiator. If the value of a contract is in excess of $10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute.

(17)(a)1. Each agency must avoid, neutralize, or mitigate significant potential organizational conflicts of interest before a contract is awarded. If the agency elects to mitigate the significant potential organizational conflict or conflicts of interest, an adequate mitigation plan, including organizational, physical, and electronic barriers, shall be developed.

2. If a conflict cannot be avoided or mitigated, an agency may proceed with the contract award if the agency head certifies that the award is in the best interests of the state. The agency head must specify in writing the basis for the certification.

(b)1. An agency head may not proceed with a contract award under subparagraph (a)2. if a conflict of interest is based upon the vendor gaining an unfair competitive advantage.

2. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:

a. Access to information that is not available to the public and would assist the vendor in obtaining the contract; or

b. Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.

(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

(18) Each agency shall establish a review and approval process for all contractual services contracts costing more than the threshold amount provided for in s. 287.017 for CATEGORY THREE which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.

(19) In any procurement that costs more than the threshold amount provided for in s. 287.017 for CATEGORY TWO and is accomplished without competition, the individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

(20) Nothing in this section shall affect the validity or effect of any contract in existence on October 1, 1990.

(21) An agency may contract for services with any independent, nonprofit college or university which is located within the state and is accredited by the Southern Association of Colleges and Schools, on the same basis as it may contract with any state university and college.

(22) The department, in consultation with the Chief Financial Officer and the Agency for State Technology, shall maintain a program for online procurement of commodities and contractual services. To enable the state to promote open competition and leverage its buying power, agencies shall participate in the online procurement program, and eligible users may participate in the program. Only vendors prequalified as meeting mandatory requirements and qualifications criteria may participate in online procurement.

(a) The department, in consultation with the Agency for State Technology and in compliance with the standards of the agency, may contract for equipment and services necessary to develop and implement online procurement.

(b) The department shall adopt rules to administer the program for online procurement. The rules must include, but not be limited to:

1. Determining the requirements and qualification criteria for prequalifying vendors.
2. Establishing the procedures for conducting online procurement.
3. Establishing the criteria for eligible commodities and contractual services.
4. Establishing the procedures for providing access to online procurement.
5. Determining the criteria warranting any exceptions to participation in the online procurement program.

(c) The department may impose and shall collect all fees for the use of the online procurement systems.

1. The fees may be imposed on an individual transaction basis or as a fixed percentage of the cost savings generated. At a minimum, the fees must be set in an amount sufficient to cover the projected costs of the services, including administrative and project service costs in accordance with the policies of the department.

2. If the department contracts with a provider for online procurement, the department, pursuant to appropriation, shall compensate the provider from the fees after the department has satisfied all ongoing costs. The provider shall report transaction data to the department each month so that the department may determine the amount due and payable to the department from each vendor.

3. All fees that are due and payable to the state on a transactional basis or as a fixed percentage of the cost savings generated are subject to s. 215.31 and must be remitted within 40 days after receipt of payment for which the fees are due. For fees that are not remitted within 40 days, the vendor shall pay interest at the rate established under s. 55.03(1) on the unpaid balance from the expiration of the 40-day period until the fees are remitted.

4. All fees and surcharges collected under this paragraph shall be deposited in the Operating Trust Fund as provided by law.

(23) Each solicitation for the procurement of commodities or contractual services shall include the following provision: “Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.”

History.—s. 1, ch. 78-4; s. 2, ch. 80-206; s. 4, ch. 80-374; s. 1, ch. 82-121; s. 9, ch. 82-196; s. 3, ch. 83-99; s. 3, ch. 83-192; s. 7, ch. 86-204; s. 9, ch. 88-384; s. 1, ch. 89-377; s. 17, ch. 90-268; s. 8, ch. 91-162; s. 251, ch. 92-279; s. 55, ch. 92-326; s. 7, ch. 93-161; s. 11, ch. 94-322; s. 869, ch. 95-148; s. 6, ch. 96-236; s. 30, ch. 97-153; s. 82, ch. 98-279; s. 11, ch. 99-4; s. 50, ch. 99-8; s. 45, ch. 99-399; s. 33, ch. 2000-164; s. 11, ch. 2000-286; s. 56, ch. 2001-61; s. 4, ch. 2001-278; s. 37, ch. 2002-1; s. 15, ch. 2002-207; s. 331, ch. 2003-261; s. 20, ch. 2004-5; ss. 9, 58, ch. 2004-269; s. 1, ch. 2005-59; ss. 6, 15, ch. 2005-71; s. 6, ch. 2006-2; s. 4, ch. 2006-26; s. 19, ch. 2006-79; s. 25, ch. 2006-195; s. 1, ch. 2006-224; s. 8, ch. 2007-6; s. 15, ch. 2007-105; s. 6, ch. 2008-5; s. 13, ch. 2008-116; s. 5, ch. 2008-153; s. 4, ch. 2009-227; s. 9, ch. 2010-4; s. 19, ch. 2010-151; s. 13, ch. 2012-32; ss. 5, 6, ch. 2013-154; s. 1, ch. 2014-135; s. 25, ch. 2014-221.

[1]**Note.**—Section 25, ch. 2012-32, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (I36) First Reading - Ordinance No. 2017-20 - Revision to City Code Section 2-261 - Petty Cash Funds; authorization and procedures

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2017-20 amending Section 2-261.

SUMMARY: Ordinance No. 2017-20 will amend Section 2-261 - Petty Cash Funds; authorization and procedures subsection (b) relating to purchasing cards by removing the specific credit type "Visa" and allowing for all forms of purchasing cards that could be utilized based on future contract re-bid or renewals. Secondly, the "small dollar items" are removed as purchases made on p-cards are not always small dollar. Next, the monthly credit amount is added because it is a main purchasing card control. Finally, the amendment will remove the specific dollar values applied to the card limits, leaving the limits as established by the City's purchasing card procedure manual and approved by the city manager.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-20	Ord. No. 2017-20 .pdf
2.	Purchasing Card Procedure Manual-Word	Purchasing Card Procedure Manual.docx
3.	Purchasing Card Procedure Manual - PDF	Purchasing Card Procedure Manual.pdf

Diana Fye	Created/Initiated - 04/17/2017
Tracey Riehm	Approved - 05/17/2017
Margaret Roberts	Approved - 06/07/2017
Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017

ORDINANCE NO 2017-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-261, REGARDING PETTY CASH FUNDS AUTHORIZATION AND PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff has prepared revisions to improve the purchasing ordinances; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strike-through (~~strike-through~~) type shall constitute deletions from the original text.

NOW THEREFORE, BE IT ENACTED 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 amends Chapter 2, Administration, Article VI, Section 2-261 of the Code of Ordinances as follows:

Chapter 2 – ADMINISTRATION
Sec. 2-261. - Petty cash funds and purchasing cards; authorization and procedures.

(a) Each department may establish a petty cash fund not exceeding an operating amount of $500.00. The finance director shall, with the concurrence of the city manager, establish appropriate and reasonable operating amounts for such funds within the limit set forth above and establish written procedures for the operation and accounting for such funds within acceptable accounting practices.

(b) ~~VISA~~ Purchasing cards may be issued to specific ~~identified~~ employees within ~~the~~ a department~~s~~ ~~to~~ for purchase~~s~~ ~~small dollar items~~ that do not exceed a single or monthly purchase ~~of $500.00~~ amount as set forth in the city's purchasing card ~~policies and~~ procedure~~s~~ manual. The monthly credit limit ~~maximum purchase~~ for any single card holder ~~may not exceed $5,000.00 unless otherwise modified and~~ shall be approved by the city manager for an amount not to exceed $25,000.00.

SECTION 2. CODIFICATION. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of

this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3: CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4: EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

City of Port Orange

Purchasing Card Procedure Manual

May 2017

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II. OVERVIEW

The City's Purchasing Card Program is designed to improve purchasing efficiency by allowing approved City employees to purchase authorized goods and services directly from a vendor using a City issued purchasing card (p-card) as payment. Use of the purchasing card does not relieve an employee from complying with Federal, State, local laws, or City policies and procedures. Purchasing regulations, as stated in Chapter 2, Article VI, Division 2 of the City's Code of Ordinances, regarding the purchase of goods and services must be adhered to. There are additional controls and procedures for p-card purchases which help to ensure that purchasing cards are properly used and secured. The Purchasing Card Procedure Manual also defines the roles and responsibilities of program participants and provides additional guidance applicable to purchasing cards.

III. AUTHORITY

City of Port Orange, Code of Ordinances:
Chapter 2, Article VI, Division 2, Sec. 2-261, "Petty Cash Funds and Purchasing Cards; Authorization and Procedures"

IV. SIGNATURE BLOCK WITH EFFECTIVE DATE

_____ _____

Michael Johansson Date
City Manager

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V. PURCHASING CARD PROGRAM

A. Purpose

The City is committed to ensuring that participants in the purchasing card program appropriately use and secure purchasing cards in a fiscally responsible manner. This procedure manual establishes standardized procedures for the purchasing card program.

B. Personnel

1. Purchasing Card Administrator
2. Department Directors
3. Cardholders
4. Reconcilers
5. Accounts Payable (Payer)
6. Finance Reviewers

C. Competencies

Personnel participating in the purchasing card program must:

1. Be an authorized City employee.
2. Have knowledge of general purchasing regulations, policies and procedures.
3. Complete the Purchasing Card Receipt/Certification form acknowledging the receipt and review of the Purchasing Card Procedure Manual.
4. Use good judgment and be a responsible user of the p-card program.

VI. PROCEDURES

A. Purchasing Card Management

1. General

The management of the purchasing card program is the responsibility of the Purchasing Card Administration, under the direction of the Purchasing Division. The Purchasing Card Administrator may make changes as necessary to issue cards, adjust credit limits and other card controls, cancel cards, monitor cardholder activity, and ensure compliance with regulations, policies, and procedures.

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2. Card Requests and Issuance

Requests for p-cards are made by the department director. All requests for new cardholders or for changes to current cardholder accounts will be made by submitting a Request for a New Purchasing Card Form to the Purchasing Card Administrator. A department director can request a p-card for employees who need to purchase goods or services on a frequent basis. ***Note:*** While the last four digits of the cardholder's social security number are required for tracking purposes, the City does not use or provide any other personal information to the credit card company.

The Purchasing Card Administrator reviews the request, validates the information and orders the p-card in the online credit card system. The purchasing card will be created by the bank and mailed to the Purchasing Division.

Upon receipt of the p-card, the requesting department is notified. At the time of p-card issuance, the cardholder is provided with the Purchasing Card Procedure Manual for review. In addition, the cardholder is required to sign for receipt of the p-card and to agree to abide by the Purchasing Card Procedure Manual. The Finance Department is then notified that a p-card has been issued.

Purchasing cards are issued to individuals who are directly employed by the City. Temporary employees are ***not*** eligible for purchasing cards. It is the responsibility of the department director to verify employment status and to ensure that the Purchasing Card Administrator is notified of employment status changes that render an employee ineligible. Failure to notify the Purchasing Card Administrator may result in disciplinary action.

3. Card Controls

A department director sends cardholder profile information for authorized employees to the Purchasing Division. The Purchasing Division sets the card controls, such as the overall credit limit, single transaction limit, and Merchant Category Codes (MCC) for each cardholder.

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Credit Limit: Standard credit limits are applied to each p-card as follows:

- Per transaction limit – $1,999.99
- Monthly purchase limit – $10,000.00
  - Splitting purchases to circumvent credit limits is prohibited.
  - Departments may establish lower or higher limits on a per cardholder basis.
  - All requests for limits outside of the standard limits require City Manager approval.

Cardholders are prohibited from splitting a charge to circumvent the single transaction limit. For example, if a cardholder would like to purchase $2,050 worth of goods and the cards single transaction limit is $1,999, the cardholder cannot ask the vendor to split the transaction and charge the p-card twice for an amount of $1,025 each.

If a cardholder cannot make a purchase because it is over the credit limit, the Purchasing Division can authorize a temporary increase. The cardholder must request permission from the department director, who must request the temporary increase in writing to the Purchasing Division.

If the desired purchase amount exceeds the credit limit and a temporary increase is not granted, the cardholder should submit a requisition through the purchase order system.

Merchant Category Codes (MCCs): Every merchant is assigned an MCC by the credit card company based on the type of goods or services sold by the vendor. The Purchasing Card Administrator assigns MCCs to each p-card to control the types of goods or services permitted to be purchased with the p-card. MCC descriptions can be found in Appendix B of this Purchasing Card Procedure Manual.

Additional Authorization Criteria: Additional restrictions may also be applied, such as limited the number of transactions per day or per month.

Changes to Card Controls: Changes to card controls, such as credit limits and MCCs, for an existing purchasing card must be requested in writing by the department director and submitted to the Purchasing Card Administrator. The Purchasing Division reviews the request for reasonableness and obtains approval by the City Manager if the request is

outside of the standard operating controls. The Purchasing Card Administrator will notify the department director and the cardholder when a determination has been made.

4. **Cancellation of Cards**

Department directors, the Purchasing Division, the Finance Department or the City Manager may authorize the cancellation of a p-card. The request for cancellation and the reason for cancellation should be documented in writing. The following are common reasons for card cancellations:

1. The card is no longer needed to make purchases or is not being used.
2. Card security has been compromised.
3. The card has been lost, stolen or fraudulently used.
4. The cardholder has violated purchasing card policies or procedures.
5. The cardholder's employment has terminated with the City.
6. The cardholder has transferred to a new organizational unit in the City.

Cancellation Due to Termination: When a department director becomes aware that an employee is terminating employment or transferring to another department, the director must ***immediately***:

- Notify the Purchasing Card Administrator to initiate the p-card cancellation process.
- Obtain the purchasing card from the cardholder, cut the card in-half and return the card to the Purchasing Card Administrator.
- Discontinue use of the purchasing card assigned to the terminating employee. If a need for a p-card remains after the employee terminates employment, the department must request a new card for an employee in the department.

Cancellation Due to Lost, Stolen, of Fraudulent Use: Report lost or stolen cards ***immediately*** to the Purchasing Card Administrator.

- During nights, weekends and holidays, report lost or stolen cards directly to the bank and notify the Purchasing Card Administrator on the next business day. ***Note:*** The bank may offer cardholders a duplicate card when reporting a lost or stolen card. The cardholder must decline the new card and contact the Purchasing

Card Administrator for a replacement card ordered through the purchasing card module.

- After receiving notification from the department, the Purchasing Card Administrator orders a replacement card through the purchasing card module and expedites delivery to reduce the interruption period for p-card usage.
- The cardholder is notified upon receipt of the card. The cardholder is required to sign for the Receipt/Certification form for the replacement card.

5. Compliance Monitoring and Reporting

Internal Audit

The Purchasing Card Administrator periodically conducts internal audits of purchasing card transactions, receipts, reports and signature authorities. Findings are reported to the department director and Finance Director with recommendations for corrective action. The Purchasing Card Administrator performs follow-up procedures to ensure that corrective action has been taken.

External Audit

The Purchasing Card Program is also subject to the annual financial and internal control audit that is performed by an independent CPA firm. Findings are reported in the City's Comprehensive Annual Financial Report that is presented to Council and made available to the public. The CPA firm will recommend corrective action and will perform follow-up procedures in subsequent audits to ensure that corrective action has been taken.

Reporting

Upon request, the Purchasing Card Administrator can provide management with reports designed to ensure program compliance to include, but not limited to, the following areas:

a. Cardholder limits and usage reports
b. Vendor spend analysis
c. Cardholder non-eligibility reports
d. Prompt-payment compliance reports

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6. **Disputes**

For transactions disputes, the cardholder must attempt to reach a resolution directly with the merchant. The cardholder must document all attempts to resolve the issue. In most cases, disputes can be resolved between the cardholder and the merchant. Typically, the merchant issues a credit that posts to the account within 7-10 business days.

If efforts to resolve the issue with the merchant are not successful or if a credit does not post to the account within a reasonable amount of time, the appropriate dispute paperwork should be filed with the bank. The dispute forms can be filed on the bank's purchasing card website.

The cardholder or reconciler must notify the Purchasing Card Administrator and department director of the issue. Purchasing will assist the cardholder in dispute procedures.

The following are common causes for disputes:

- The transaction is not authorized.
- The charge amount does not agree with the order amount.
- Merchandise or services were not received.
- Merchandise ordered was defective or the order was not accurate.
- An order was canceled, but the card was charged.
- The charge was paid by another means.
- A credit amount appears as a charge.
- A credit from a merchant was not received.
- Double or multiple charges occurred.
- Sales tax was charged.

The bank performs an investigation and notifies the Purchasing Card Administrator of the resolution, which is usually in the form of a credit to the account for the disputed amount. If the problem is resolved between the merchant and the cardholder after the dispute has been filed with the bank, the cardholder must document the solution and notify the Purchasing Card Administrator and the bank as soon as possible.

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7. **Returns**

For returned purchases, the vendor should credit the account within a reasonable amount of time. The credit will appear on the purchasing card reconciliation report and the reconciler and cardholder must verify that the credit is correct. Under no circumstances may a cardholder receive cash for a returned or disputed item.

8. **Declined Purchases**

On occasion, a cardholder's purchase may be declined by the vendor. If a purchase is declined, contact the Purchasing Card Administrator immediately. The Administrator can identify the reason for the decline in real time by reviewing transaction codes on the purchasing card website. The Purchasing Card Administrator can also call the bank to resolve the matter, if needed. Depending on the circumstances, the Administrator can authorize an override to the account to allow the transaction to process.

Common reasons for declined transactions are:

a. The MCC is restricted and the purchase is being made from a vendor outside of the MCCs assigned to the purchasing card.
b. The cardholder has exceeded the single transaction or monthly limit.
c. The card has expired.
d. The cardholder entered incorrect card information, most commonly the expiration date.

B. Purchasing Card Security

1. **Account Number Security**

A cardholder is responsible for the security of their card.

a. Do not loan a card to another person for use.
b. Do not give the account number (card number to any individual other than the merchant from whom the cardholder is making a purchase.
c. Use all precautions to maintain the confidentiality of the account number, CVV code and expiration date of the purchasing card.
d. Never leave the account number in a conspicuous place.

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e. Ensure that the complete card number is not provided on registration forms, receipts and other documentation.
f. If the p-card is kept in a City office, secure the p-card in a locked drawer.

2. **Chip Card Technology**

Purchasing cards contain a magnetic strip and embedded chip technology "chip card". For chip cards, the bank requires that each cardholder establish a personal identification number (PIN) enabling the cardholder to use the card at terminals with chip card technology. The PIN aids in cardholder identity authentication and is designed to mitigate fraud risk.

a. Keep your PIN secure at all times.
b. Do not disclose the PIN to any other person.
c. Keep the PIN stored separately from the p-card.
d. In the event the cardholder suspects the confidentiality of the PIN may have been compromised, the cardholder should immediately change the PIN by calling the number listed on the back of the card.

3. **Online Transactions**

The p-card program is designed to create efficiencies in the purchasing process and enables cardholders to make purchases online for convenience. Before entering card information online, a cardholder should:

- Look for a small padlock symbol in the address bar which indicates a secure site. Click on the lock icon (usually located to the left of the URL). A pop-up will appear, showing the website permissions, security certificate information and other related details.
- Ensure that the web address begins with http**s**:// (the s stands for 'secure').
- Be aware that a vendor will never ask for a PIN or online banking password, however, the 3-digit security number (CVV code) located on the back of the card is typically required.
- Re-enter card information for each purchase and should not store card information in the merchant site.

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- Look for signs that the company is real, such as a physical address and phone number.
- Review the website's privacy policy which contains useful information on how data is collected from the website, how it's used, and the security measures used to make sure confidential data is safe. If a website is lacking a proper privacy policy, you may want to consider purchasing from another vendor.

C. Roles and Responsibilities

1. General

The Purchasing Card Program is administered and monitored by the Finance Department, Purchasing Division, on behalf of the City.

2. Management

The City Manager, department director, or delegated authority should:

a. Authorize cardholders.
b. Ensure that cardholders follow general purchasing and purchasing card policies, procedures and regulations.
c. Specify the department reconciler.
d. Notify the Purchasing Card Administrator of card cancellations, replacements, and cardholder and reconciler changes, as needed.
e. Immediately collect, destroy and reconcile purchasing cards from cardholders who are terminating employment or transferring to another department.
f. Review the reconciliation reports and supporting documentation and approve the expenditures listed.

3. Purchasing Card Administrator

The Purchasing Card Administrator should:

a. Develop, revise and maintain purchasing card policies and procedures.
b. Provide training to purchasing program participants on applicable policies and procedures, as necessary.

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c. Assist cardholders, reconcilers, and department directors in managing the purchasing card program.
d. Issue, replace and terminate purchasing cards.
e. Be accountable for all purchasing cards and maintain appropriate records for issuance, terminations and changes to purchasing cards.
f. Maintain standard credit limits as directed by the City Manager and Finance Director.
g. Maintain MCC vendor restrictions and adjust MCCs applied to purchasing cards as necessary for City operations and internal controls.
h. Serve as the City's contact person with the banking institution.
i. Provide assistance in completing purchasing card forms.
j. Receive and review purchasing card forms for completeness, accuracy and compliance with policies and procedures.
k. Maintain cardholder and reconciler information and access in the purchasing card website.
l. Immediately cancel a purchasing card upon notification of employee termination, that a card is lost, stolen or fraudulently used, that a cardholder has misused the p-card, or upon management's request.
m. Assist users with access issues and reset user passwords in the purchasing card website.
n. Conduct compliance reviews and audits to ensure compliance with purchasing rules and regulations.
o. Analyze transactions and provide p-card reports to management as requested.

4. **Cardholders**

Authorized cardholders should:

a. Review the Purchasing Card Procedure Manual prior to receiving a p-card.
b. Comply with City purchasing ordinances, policies, and procedures applicable to general purchasing and the purchasing card program.
c. Be responsible and use reasonable judgment when making purchases.
d. Secure reasonable prices on behalf of the City.

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e. Ensure the security of the purchasing card and protect the purchasing card account number.
f. Immediately notify the Purchasing Card Administrator and the banking institution if a purchasing card is lost, stolen or fraudulently used.
g. Provide a tax-exempt certificate to vendors to avoid taxes being charged.
h. Review receipts and statements for accuracy and ensure that all charges are authorized.
i. Provide original receipts and supporting documentation to the reconciler for monitoring, retention, and reconciliation with the billing statement.
j. Identify returned or disputed items and attempt to reach a resolution directly with the merchant.
k. In the event of termination of employment with the City, discontinue purchasing card activities, cut the purchasing card in-half, return the card to the department director, and reconcile outstanding purchasing card transactions prior to termination.

5. **Reconciler**

The assigned purchasing card reconciler should:

a. Review the Purchasing Card Procedure Manual upon designation as a reconciler.
b. Verify cardholder purchases are in accordance with policies, procedures, and regulations.
c. Obtain access to the p-card website for all cardholders in the reconciler's department.
d. Obtain the monthly p-card statements from the Accounts Payable Division or from the online banking website.
e. Remind cardholders to submit original receipts in a timely manner and provide assistance to cardholders, as needed.
f. Compile monthly p-card reconciliation packages, including receipts, supporting documentation, and necessary notes and reconcile monthly statements to supporting documentation.

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g. Review receipts and supporting documentation to ensure that sales tax is not charged, that returns and disputed items are properly credited and that transactions appear reasonable and appropriate.
h. Notify the cardholder, department director and the Purchasing Card Administrator if an expected credit is not received in a reasonable amount of time.
i. Ensure that travel expenses are documented on the appropriate travel forms.
j. Note the appropriate accounting code(s) on the receipt.
k. Ensure the cardholder's signature and date of goods or services received are indicated on the receipt.
l. Provide the reconciliation package to the department director and request the director's signature and date of approval on the reconciliation report.
m. Forward the monthly reconciliation package, in an orderly fashion, to the Accounts Payable Division.
n. Research questioned transactions and provide answers in a timely manner.
o. Assist in dispute resolutions and general p-card matters.

6. **Accounts Payable**

The Accounts Payable Department (Payer) should:

a. Receive the monthly combined statement and the individual cardholder statements from the bank.
b. Send copies of the cardholder statements to appropriate department reconcilers.
c. Receive the reconciled monthly p-card packages from department reconcilers.
d. Ensure the monthly reconciliation process is complete and includes adequate documentation, authorization, and account coding.
e. Work with departments to correct documentation, reconciliation and account coding issues.
f. Submit a journal entry to cost monthly charges on the consolidated statement using correct accounting codes.
g. Maintain p-card reconciliation reports and supporting documentation by month, department, and cardholder for audit and retention purposes.
h. Participate in the compliance review and audit process, as necessary.

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D. Purchasing Guidelines

1. General

Participation in the p-card program is a privilege that carries a high degree of employee responsibility. Although the p-card is issued in the cardholder's name, the account is owned and managed by the City. Cardholders are expected to use good judgment and must comply with all City ordinances, policies, procedures and regulations.

2. Rules and Regulations

All purchasing rules, ordinances, guidelines, policies and procedures of the City and applicable Florida Statutes apply to the use of the purchasing card. Any employee who knowingly and willingly makes a purchase or attempts to make a purchase that violates such regulations, assists another person in such acts, or fails to report such violations is subject to disciplinary action. Abuse or misuse of the purchasing card may result in termination of the cardholder's purchasing card privileges and disciplinary action.

All suspected abuses of the purchasing card program must be reported to the Purchasing Card Administrator immediately. The Purchasing Card Administrator should conduct a review and communicate the findings and recommendations to the cardholder's department director, the Finance Director, and the City Manager.

3. Contracts

To the extent possible, cardholders should purchase from awarded contract vendors to fulfill the City's contractual obligations. Unless otherwise directed, purchases that are governed by purchasing contracts should not be purchased with a p-card.

4. Prohibited Purchases

a. After-the-fact payment for goods or services: Purchasing authority is required prior to making a purchase. This authorization may be verbally communicated by the department director; however, the director will confirm the authority in writing on the monthly reconciliation report.

b. Fixed asset purchases: The purchasing card cannot be used to purchase fixed assets (capital assets). Fixed assets include property, plant, equipment, and

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infrastructure assets costing $5,000 or more and that have a useful life of more than two years. Fixed assets typically do not include replacement or repair parts that serve as components of a larger piece of equipment.

c. Pre-payment for goods or services: Cardholders may use the purchasing card to prepay for goods or services if the purchase requires prepayment. Typically, advance payments are required for software license and maintenance agreements, subscriptions, trainings and conferences.

d. Sales tax: The City is tax exempt and does not pay sales tax. The cardholder is responsible for ensuring that a sales tax-exempt certificate is provided to the vendor and that sales taxes is not charged. If the purchase is made outside of the State of Florida, the vendor is not required to honor the sales tax exemption certificate. A copy of the tax-exempt certificate is available on the Purchasing Division's website.

   Vendors will not grant tax exempt status when a personal credit card is used as payment. **If an employee uses a personal credit card and is charged sales tax, the City will not reimburse the employee for the sales tax charged.**

   If a vendor charges tax, a written notation is made on the receipt. The cardholder must request a credit for the sales tax from the merchant. If sales tax is not refunded by the vendor, a dispute should be filed with the bank.

e. Transaction fees: Except for entities regulated by the Public Service Commission (utilities), vendors who accept credit cards as a form of payment must not charge a transaction fee.

f. Personal convenience: Public funds cannot be expended to satisfy the personal preference of employees, such as portable heaters, fans, refrigerators, microwaves, clocks for private offices, coffee pots, food supplies, etc. In addition, a department may not purchase more expensive office furniture or equipment than is necessary because the employee prefers a more expensive item.

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g. Other prohibited purchases:

- Cash advances
- Gift cards
- Personal items
- Food items (including refreshments such as coffee and donuts)
- Purchases from electronic auction houses (e.g. eBay)
- Employee gifts (cards, birthday presents, awards, flowers)
- Employee relocation expenses
- Employee-related job expenses (boots, uniforms, hats)
- Entertainment related purchases
- Office decorations (globes, statues, plants, picture frames, etc.)
- Vehicle maintenance
- Purchases specifically restricted by the Purchasing Division

5. Specialized Purchases

Additional procedures apply to the following specialized purchases:

a. Information Technology (IT) Purchases: The purchasing card can be used to purchase universal IT related items such as:

- USB thumb drives
- Cell phone chargers, cases and clips
- Computer speakers, headphones, wireless mouse and mouse pads
- Computer or monitor stands, keyboards
- Printer ink, toner cartridges

While universal accessories do not require IT approval, computer hardware, software, and system upgrades must be approved by the Information Technology Department. The IT Department verifies that the item requested can be supported by the current systems. A copy of the authorization must be included in the purchasing card reconciliation packet. The following commonly purchased items require IT Department approval:

- Scanners
- Printers
- Digital cameras and webcams

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b. Parks and Recreation Department: Parks and Recreation programs generate revenue from program participants. The revenue generated is intended to be invested back into the programs for the benefit of the participants. As such, purchases made for these programs are outside of the City's normal operating activities. The purchasing card may be used to purchase items related to participant activities and programs and may include items such as:

- Filed trips (theme parks, movies, etc.)
- Food for participants
- Holiday decorations
- Promotional items (backpacks, cups, etc.)
- Music CD/DVDs
- Project supplies (art supplies, plants, etc.)
- Prizes and awards

c. Continuing Education Credit (CEC): In general, payment of continuing education is the responsibility of the individual holding the professional certification or licensure and City funds may not be used to pay for CEC on behalf of an individual. Payment may be made, however, for classes that enhance the employee's ability to perform their assigned duties. Such classes may offer CEC as a condition of attendance provided that an additional cost is not incurred for the CEC. If an additional fee is required for CEC, additional costs are the responsibility of the attendee.

d. Notary Expenses: Payment for notary dues are permitted if a notary license is related to the employee's assigned duties. Additional expenses such as insurance, manuals, or other related items are the responsibility of the individual notary and are not valid City expenditures.

e. Membership Dues: Memberships dues are permitted if membership to the organization benefits City operations. A membership due is considered beneficial if it enables members to attend valuable training opportunities related to the employee's assigned duties or offers discounted pricing for such trainings.

f. Registration Fees: Registration fees for classes, seminars, conventions, workshops, or trainings are permitted if there is a clear benefit to the City and if

attendance enhances the employee's ability to perform their current assigned duties.

- Payment for other attendees may be charged to one p-card for convenience; however, sufficient documentation of employees attending must be included**.**
- Registration fees in connection with travel expense require approved travel forms to be submitted as part of the reconciliation packet.

g. Meeting Room Rental: Meeting room rentals must be reasonable and necessary. The City owns and operates multiple facilities that can be used for meetings, free of charge. If a meeting room must be rented for a cost, a detailed justification should accompany the receipt. It is advisable to obtain City Manager approval prior to paying for the meeting room. If allowable, the purchase must be documented by an itemized receipt that includes all applicable charges and cost breakdowns for audiovisual charges, set-up fees, food and other charges.

h. Printing: Printing purchases are permitted; however, a copy of the printed material must be included with the receipt as documentation.

i. Utility Payments: Government agencies and private utility companies, such as electric, water, sewer, and garbage disposal services, accept credit cards for payment of services. The purchasing card may be used to pay for these services; however, an additional fee may apply. Cardholder should weigh the costs and benefits and document the determination.

j. Public Works Department - Vehicle Maintenance: Departments must coordinate vehicle maintenance, service and parts through the Public Works – Fleet Maintenance Department and are not permitted to use p-cards for such purchases. The Public Works Department monitors the Fleet Maintenance program and is permitted to use p-cards to make purchases for daily operations.

k. Travel: P-cards can be used to pay for travel-related expenses, Pincluding hotels, rental cars, airline tickets, and gas for City vehicles only. Cardholders must comply with the Travel Policy 1-17.

An employee must adhere to all local and State procedures and regulations governing travel and must travel by the most economical means. An employee

should keep a copy of the sales tax-exempt certificate on hand to verify tax exempt status. The following provides a guideline to cardholders to procure travel-related services:

1. Hotels: Hotel reservations should be made directly with the hotel and should be made at the hotel where the convention or conference is held, if possible.

   Cardholders should ask for the hotel's cancellation policy at the time of reservation. It is the cardholder's responsibility to ensure cancellations are made per the hotel's policy. Cardholders are responsible for the cancellation of co-worker arrangements made using the cardholder's p-card. If a reservation is made with the purchasing card and the trip is canceled, it is the cardholder's responsibility to cancel the reservation. If the cardholder fails to do so, and the vendor charges the card, the cardholder must reimburse the City for the charges.

   Hotels are sales tax-exempt if located in Florida. Hotels may offer an exemption of other local taxes and fees, but are not required to do so.

2. Vehicle rentals: Vehicle rentals may be placed on the purchasing card. Justification for vehicle rentals must be provided along with a copy of the rental agreement. The justification should be a written explanation describing the need for a rental vehicle or a calculation indicating that renting a vehicle was the most economical means of transportation.

   The State of Florida procures a statewide rental agreement at discounted rates for use by State and local agencies. The Purchasing Division can provide additional information on current contract vendors and rates.

3. Fuel purchases: Fuel purchases may be charged to a p-card for City-owned vehicles or rentals used for City-related business only. For fuel purchases charged to a p-card for a rental vehicle, the traveler must submit the rental agreement with the monthly reconciliation. **A City issued p-card cannot be used to purchase fuel for a personal vehicle even if the travel is for legitimate City business.** If a personal vehicle is used, the employee must

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submit mileage documentation and is paid in accordance with the statutory per diem rate.

4. Airfare: Airfare should be booked far in advance to secure the most economical fares. The lowest class tickets available should be purchased. The traveler should consider connecting flights and a broad window of departure and arrival times to maximize savings. Airfare is sales tax-exempt; however, airport, airline, or travel agent service charges may apply.

5. Package deals: Package deals offered by third-party vendors, such as Travelocity, Orbit, Price Line, Expedia, Yahoo Travel, etc. may be permitted if the package is the lowest price and adequate documentation is provided detailing the costs charged.

6. Personal travel expenses: Personal expenses such as in-room movies, room service, or water and other refreshments are the personal responsibility of the cardholder. If the charges are generated on the hotel bill, they must be paid with personal funds and a revised bill should be generated detailing business expenses only.

7. Non-employee costs: Cardholders are prohibited from using the p-card to pay travel costs for an individual who is not an employee.

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E. Reconciliation

1. General

The purpose of the monthly reconciliation process is to ensure that all charges on the monthly p-card statement are accurate, appropriate and authorized. A reconciliation process must be completed for each card on a monthly basis. Cardholders are required to ensure that all charges are documented by a receipt and other necessary documentation. The designated department reconciler is responsible for completing the reconciliation process.

2. Reconciliation Process

The main task in the monthly reconciliation process is matching the charges on the monthly statement to supporting receipts, thereby "reconciling" the statement to supporting documentation. During the reconciliation process, the reconciler must also ensure that proper authorization is received. Accurate account codes must also be assigned to each transaction by the reconciler. Lastly, the reconcile is responsible for completing the process in a timely manner and forwarding the reconciliation package to the Accounts Payable Division.

3. Documentation

Reconcilers should ensure that all receipts and supporting documentation are included in the reconciliation packet. The information should be arranged in an orderly fashion to facilitate the review process.

Receipts must include a description of the goods or services acquired, number of units, cost per unit and total cost. A statement or invoice is not an acceptable receipt.

Receipt certification: The cardholder must sign and date each receipt to indicate the receipt, inspection, and acceptance of the goods or services. Receipt certification is the responsibility of the cardholder, but should be enforced by the reconciler. Receipt certification also indicates that the information provided on the receipt is correct to the best of the cardholder's knowledge.

Replacement receipts: Cardholders must make every attempt to obtain an original receipt from the vendor. If an original receipt cannot be obtained, the cardholder

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may use a combination of several documents, such as email confirmations, packing slips, web page screen-prints, etc. The cardholder should submit the following documentation with the monthly reconciliation:

(1) Vendor
(2) Date of purchase
(3) Description, quantity, price per unit, and total charge
(4) Reason that the original receipt is not available
(5) Documented attempts to obtain a receipt from the vendor

The replacement receipt will require the signatures of the cardholder and the department director authorizing the charge.

Thermal receipts: Original receipts supporting transactions are maintained by the City. Because of their temporary nature, a copy of the thermal receipt should be submitted with the original receipt.

4. **Returns and Credits**

A notation should be made on the statement for items that have been disputed or returned, but for which credit has not yet been received. The reconciler is responsible for ensuring that credits post on a subsequent statement. Credits received on the purchasing card should be clearly noted in the reconciliation packet and must include a copy of the original receipt indicating the specific item(s) being credited.

5. **Account Coding**

The reconciler should cost all charges made on the p-card to the appropriate account codes on a summary sheet. When using the p-card to purchase goods or services, the cardholder is able to expend funds even if budgeted funds do not exist. Spending funds that are not budgeted causes accounts to go into the negative. It is the reconciler's responsibility to ensure that account codes used have sufficient budget to cover the monthly p-card transactions. If the budget is deficient, the reconciler must submit a budget transfer from another account to cover the monthly purchases.

6. **Authorization**

After the reconciliation is complete, the reconciler signs and dates the front of the reconciliation packet as verification of review and completion. Next, the reconciler obtains the department director's signature and date on the front of the reconciliation packet as verification of purchasing authorization and confirmation that the expenses are reasonable and necessary for City operations.

7. **Assembling the Reconciliation Packet**

The monthly reconciliation packet should be organized in the following manner:

(1) Purchasing Card Summary Sheet
(2) Monthly Charge Summary Report (monthly statement)
(3) Supporting receipts and documentation in order of the monthly statement

To facilitate the review process, arrange documentation in the same orientation and tape small receipts to 8.5 x 11 in. paper.

8. **Submission**

The reconciler is responsible for submitting the reconciliation package to the Accounts Payable Division by the 10th day following the close of the monthly cycle.

F. Emergency Procedures

1. **General**

During declarations of an emergency, purchasing card credit limits may be greatly increased and authority may be expanded to include the purchase of food and other emergency needs.

2. **Emergency Card Status**

The City Manager or appointed designee may authorize additional cards for emergency use only. The request should contain the name of cardholder and credit limit.

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3. **Enhanced Purchasing Authority**

    a. **Emergency Card Credit Limits:** In the event communication with an impacted area is lost or the City Manager, or designee, is unavailable, the Finance Director and Purchasing Card Administrator may open existing cards with an emergency monthly default limit of $25,000.

    b. **MCCs and Authorized Purchases:** During a declared state of emergency, MCC restrictions are removed to allow for necessary emergency operation purchases, such as food and supplies.

4. **Deactivation Procedures**

    The City Manager is responsible for authorizing the reduction of the expanded purchasing authority on purchasing-cards activated during declared emergencies. The authorization is a judgment call that should be made when working conditions are returned to normal and standard procurement procedures can suffice.

VII. APPENDICES

Appendix A – Purchasing Card Process Map
Appendix B – Merchant Category Codes (MCC)
Appendix C – Forms

- Request for a New Purchasing Card form
- Request for Purchasing Card Access - Administrator form
- Request for ESP Login Only form
- Purchasing Cardholder Receipt/Certification form
- Request for Cancellation of Purchasing Card form

VIII. DEFINITIONS

Accounts Payable: The final review stage before payment; facilitates payment and costing.

Advanced Payments: Payments made for goods or services prior to receipt.

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Cardholder: Person in whose name a purchasing card is issued.

Cardholder Agreement: Statement that all cardholders must sign confirming that they have received a purchasing card and will follow all rules and guidelines set forth.

Charge Dispute: Act of protesting charges with the intent of seeking reimbursement from the vendor.

Continuing Education Credit (CEC): Credits received for fulfilling the certification requirements for a professional license or certification.

Contracted Employee: Employee who works at or provides services on behalf of the City, but who is employed and paid by a third party.

Credit Limit: Indicates the maximum amount that may be charged on a specific purchasing card during one monthly billing cycle.

Declared Emergency: Circumstances or situation that the Executive Office of Florida's Governor has officially designated by an executive order as an emergency.

Delegated Authority: A position and its associated authority, as outlined in an official delegation of authority, on file with the City clerk.

Department Director: Each cardholder is assigned a department director in the system who is responsible for reviewing and processing approval for payment of all charges. A department director also refers to a delegated authority, if such delegation exists.

Executive Order: A written directive issued by the Executive Office of Florida's Governor during a declared emergency.

Fixed Asset: A commodity costing $5,000 or more and that has a useful life of more than two years.

Merchant Category Code (MCC): A numeric code assigned to vendors by the bank indicating the type of goods or services provided to customers.

Payer: The City Finance Department of Accounts Payable is the final payer for all purchases. This office receives the monthly purchasing card billing statement and is responsible for initiating payment for the monthly billing statement.

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Purchasing Card: A City-issued credit card, sometimes referred to as a p-card, that authorized City employees to pay for goods and services for City-related expenses. All applicable purchasing policies, procedures and regulations apply.

Purchasing Card Administrator: Designated staff of the Finance Department responsible for overseeing the Purchasing Card Program.

Purchasing Card Liaison: An individual in each department designated to assist in communications between the cardholder and the Purchasing Card Administrator. The liaison is usually the assigned reconciler for the department.

Reconciler: A person in the cardholder's department who is responsible for verifying that individual receipts support the itemized purchases on the monthly billing statement (monthly purchasing card reconciliation report). The reconciler is required to submit the reconciliation report and receipts to the department director for approval and then to the payer in the Finance Department within ten working days after the statement date.

Summary Sheet: A sheet used to input accounting codes for monthly charges to be allocated to.

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APPENDIX A

Purchasing Card Process Map

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APPENDIX B

MERCHANT CATEGORY CODES (MCC)

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APPENDIX C

FORMS

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City of Port Orange

Purchasing Card Procedure Manual

May 2017

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II. OVERVIEW

The City's Purchasing Card Program is designed to improve purchasing efficiency by allowing approved City employees to purchase authorized goods and services directly from a vendor using a City issued purchasing card (p-card) as payment. Use of the purchasing card does not relieve an employee from complying with Federal, State, local laws, or City policies and procedures. Purchasing regulations, as stated in Chapter 2, Article VI, Division 2 of the City's Code of Ordinances, regarding the purchase of goods and services must be adhered to. There are additional controls and procedures for p-card purchases which help to ensure that purchasing cards are properly used and secured. The Purchasing Card Procedure Manual also defines the roles and responsibilities of program participants and provides additional guidance applicable to purchasing cards.

III. AUTHORITY

City of Port Orange, Code of Ordinances:
Chapter 2, Article VI, Division 2, Sec. 2-261, "Petty Cash Funds and Purchasing Cards; Authorization and Procedures"

IV. SIGNATURE BLOCK WITH EFFECTIVE DATE

_____ _____

Michael Johansson Date
City Manager

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2. Card Requests and Issuance

Requests for p-cards are made by the department director. All requests for new cardholders or for changes to current cardholder accounts will be made by submitting a Request for a New Purchasing Card Form to the Purchasing Card Administrator. A department director can request a p-card for employees who need to purchase goods or services on a frequent basis. ***Note:*** While the last four digits of the cardholder's social security number are required for tracking purposes, the City does not use or provide any other personal information to the credit card company.

The Purchasing Card Administrator reviews the request, validates the information and orders the p-card in the online credit card system. The purchasing card will be created by the bank and mailed to the Purchasing Division.

Upon receipt of the p-card, the requesting department is notified. At the time of p-card issuance, the cardholder is provided with the Purchasing Card Procedure Manual for review. In addition, the cardholder is required to sign for receipt of the p-card and to agree to abide by the Purchasing Card Procedure Manual. The Finance Department is then notified that a p-card has been issued.

Purchasing cards are issued to individuals who are directly employed by the City. Temporary employees are ***not*** eligible for purchasing cards. It is the responsibility of the department director to verify employment status and to ensure that the Purchasing Card Administrator is notified of employment status changes that render an employee ineligible. Failure to notify the Purchasing Card Administrator may result in disciplinary action.

3. Card Controls

A department director sends cardholder profile information for authorized employees to the Purchasing Division. The Purchasing Division sets the card controls, such as the overall credit limit, single transaction limit, and Merchant Category Codes (MCC) for each cardholder.

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Credit Limit: Standard credit limits are applied to each p-card as follows:

- Per transaction limit – $1,999.99
- Monthly purchase limit – $10,000.00
  - Splitting purchases to circumvent credit limits is prohibited.
  - Departments may establish lower or higher limits on a per cardholder basis.
  - All requests for limits outside of the standard limits require City Manager approval.

Cardholders are prohibited from splitting a charge to circumvent the single transaction limit. For example, if a cardholder would like to purchase $2,050 worth of goods and the cards single transaction limit is $1,999, the cardholder cannot ask the vendor to split the transaction and charge the p-card twice for an amount of $1,025 each.

If a cardholder cannot make a purchase because it is over the credit limit, the Purchasing Division can authorize a temporary increase. The cardholder must request permission from the department director, who must request the temporary increase in writing to the Purchasing Division.

If the desired purchase amount exceeds the credit limit and a temporary increase is not granted, the cardholder should submit a requisition through the purchase order system.

Merchant Category Codes (MCCs): Every merchant is assigned an MCC by the credit card company based on the type of goods or services sold by the vendor. The Purchasing Card Administrator assigns MCCs to each p-card to control the types of goods or services permitted to be purchased with the p-card. MCC descriptions can be found in Appendix B of this Purchasing Card Procedure Manual.

Additional Authorization Criteria: Additional restrictions may also be applied, such as limited the number of transactions per day or per month.

Changes to Card Controls: Changes to card controls, such as credit limits and MCCs, for an existing purchasing card must be requested in writing by the department director and submitted to the Purchasing Card Administrator. The Purchasing Division reviews the request for reasonableness and obtains approval by the City Manager if the request is

outside of the standard operating controls. The Purchasing Card Administrator will notify the department director and the cardholder when a determination has been made.

4. **Cancellation of Cards**

Department directors, the Purchasing Division, the Finance Department or the City Manager may authorize the cancellation of a p-card. The request for cancellation and the reason for cancellation should be documented in writing. The following are common reasons for card cancellations:

1. The card is no longer needed to make purchases or is not being used.
2. Card security has been compromised.
3. The card has been lost, stolen or fraudulently used.
4. The cardholder has violated purchasing card policies or procedures.
5. The cardholder's employment has terminated with the City.
6. The cardholder has transferred to a new organizational unit in the City.

Cancellation Due to Termination: When a department director becomes aware that an employee is terminating employment or transferring to another department, the director must ***immediately***:

- Notify the Purchasing Card Administrator to initiate the p-card cancellation process.
- Obtain the purchasing card from the cardholder, cut the card in-half and return the card to the Purchasing Card Administrator.
- Discontinue use of the purchasing card assigned to the terminating employee. If a need for a p-card remains after the employee terminates employment, the department must request a new card for an employee in the department.

Cancellation Due to Lost, Stolen, of Fraudulent Use: Report lost or stolen cards ***immediately*** to the Purchasing Card Administrator.

- During nights, weekends and holidays, report lost or stolen cards directly to the bank and notify the Purchasing Card Administrator on the next business day. ***Note:*** The bank may offer cardholders a duplicate card when reporting a lost or stolen card. The cardholder must decline the new card and contact the Purchasing

Card Administrator for a replacement card ordered through the purchasing card module.

- After receiving notification from the department, the Purchasing Card Administrator orders a replacement card through the purchasing card module and expedites delivery to reduce the interruption period for p-card usage.
- The cardholder is notified upon receipt of the card. The cardholder is required to sign for the Receipt/Certification form for the replacement card.

5. Compliance Monitoring and Reporting

Internal Audit

The Purchasing Card Administrator periodically conducts internal audits of purchasing card transactions, receipts, reports and signature authorities. Findings are reported to the department director and Finance Director with recommendations for corrective action. The Purchasing Card Administrator performs follow-up procedures to ensure that corrective action has been taken.

External Audit

The Purchasing Card Program is also subject to the annual financial and internal control audit that is performed by an independent CPA firm. Findings are reported in the City's Comprehensive Annual Financial Report that is presented to Council and made available to the public. The CPA firm will recommend corrective action and will perform follow-up procedures in subsequent audits to ensure that corrective action has been taken.

Reporting

Upon request, the Purchasing Card Administrator can provide management with reports designed to ensure program compliance to include, but not limited to, the following areas:

a. Cardholder limits and usage reports
b. Vendor spend analysis
c. Cardholder non-eligibility reports
d. Prompt-payment compliance reports

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6. **Disputes**

For transactions disputes, the cardholder must attempt to reach a resolution directly with the merchant. The cardholder must document all attempts to resolve the issue. In most cases, disputes can be resolved between the cardholder and the merchant. Typically, the merchant issues a credit that posts to the account within 7-10 business days.

If efforts to resolve the issue with the merchant are not successful or if a credit does not post to the account within a reasonable amount of time, the appropriate dispute paperwork should be filed with the bank. The dispute forms can be filed on the bank's purchasing card website.

The cardholder or reconciler must notify the Purchasing Card Administrator and department director of the issue. Purchasing will assist the cardholder in dispute procedures.

The following are common causes for disputes:

- The transaction is not authorized.
- The charge amount does not agree with the order amount.
- Merchandise or services were not received.
- Merchandise ordered was defective or the order was not accurate.
- An order was canceled, but the card was charged.
- The charge was paid by another means.
- A credit amount appears as a charge.
- A credit from a merchant was not received.
- Double or multiple charges occurred.
- Sales tax was charged.

The bank performs an investigation and notifies the Purchasing Card Administrator of the resolution, which is usually in the form of a credit to the account for the disputed amount. If the problem is resolved between the merchant and the cardholder after the dispute has been filed with the bank, the cardholder must document the solution and notify the Purchasing Card Administrator and the bank as soon as possible.

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7. **Returns**

For returned purchases, the vendor should credit the account within a reasonable amount of time. The credit will appear on the purchasing card reconciliation report and the reconciler and cardholder must verify that the credit is correct. Under no circumstances may a cardholder receive cash for a returned or disputed item.

8. **Declined Purchases**

On occasion, a cardholder's purchase may be declined by the vendor. If a purchase is declined, contact the Purchasing Card Administrator immediately. The Administrator can identify the reason for the decline in real time by reviewing transaction codes on the purchasing card website. The Purchasing Card Administrator can also call the bank to resolve the matter, if needed. Depending on the circumstances, the Administrator can authorize an override to the account to allow the transaction to process.

Common reasons for declined transactions are:

a. The MCC is restricted and the purchase is being made from a vendor outside of the MCCs assigned to the purchasing card.
b. The cardholder has exceeded the single transaction or monthly limit.
c. The card has expired.
d. The cardholder entered incorrect card information, most commonly the expiration date.

B. Purchasing Card Security

1. **Account Number Security**

A cardholder is responsible for the security of their card.

a. Do not loan a card to another person for use.
b. Do not give the account number (card number to any individual other than the merchant from whom the cardholder is making a purchase.
c. Use all precautions to maintain the confidentiality of the account number, CVV code and expiration date of the purchasing card.
d. Never leave the account number in a conspicuous place.

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e. Ensure that the complete card number is not provided on registration forms, receipts and other documentation.
f. If the p-card is kept in a City office, secure the p-card in a locked drawer.

2. **Chip Card Technology**

Purchasing cards contain a magnetic strip and embedded chip technology "chip card". For chip cards, the bank requires that each cardholder establish a personal identification number (PIN) enabling the cardholder to use the card at terminals with chip card technology. The PIN aids in cardholder identity authentication and is designed to mitigate fraud risk.

a. Keep your PIN secure at all times.
b. Do not disclose the PIN to any other person.
c. Keep the PIN stored separately from the p-card.
d. In the event the cardholder suspects the confidentiality of the PIN may have been compromised, the cardholder should immediately change the PIN by calling the number listed on the back of the card.

3. **Online Transactions**

The p-card program is designed to create efficiencies in the purchasing process and enables cardholders to make purchases online for convenience. Before entering card information online, a cardholder should:

- Look for a small padlock symbol in the address bar which indicates a secure site. Click on the lock icon (usually located to the left of the URL). A pop-up will appear, showing the website permissions, security certificate information and other related details.
- Ensure that the web address begins with http**s**:// (the s stands for 'secure').
- Be aware that a vendor will never ask for a PIN or online banking password, however, the 3-digit security number (CVV code) located on the back of the card is typically required.
- Re-enter card information for each purchase and should not store card information in the merchant site.

- Look for signs that the company is real, such as a physical address and phone number.
- Review the website's privacy policy which contains useful information on how data is collected from the website, how it's used, and the security measures used to make sure confidential data is safe. If a website is lacking a proper privacy policy, you may want to consider purchasing from another vendor.

C. Roles and Responsibilities

1. General

The Purchasing Card Program is administered and monitored by the Finance Department, Purchasing Division, on behalf of the City.

2. Management

The City Manager, department director, or delegated authority should:

a. Authorize cardholders.
b. Ensure that cardholders follow general purchasing and purchasing card policies, procedures and regulations.
c. Specify the department reconciler.
d. Notify the Purchasing Card Administrator of card cancellations, replacements, and cardholder and reconciler changes, as needed.
e. Immediately collect, destroy and reconcile purchasing cards from cardholders who are terminating employment or transferring to another department.
f. Review the reconciliation reports and supporting documentation and approve the expenditures listed.

3. Purchasing Card Administrator

The Purchasing Card Administrator should:

a. Develop, revise and maintain purchasing card policies and procedures.

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b. Provide training to purchasing program participants on applicable policies and procedures, as necessary.
c. Assist cardholders, reconcilers, and department directors in managing the purchasing card program.
d. Issue, replace and terminate purchasing cards.
e. Be accountable for all purchasing cards and maintain appropriate records for issuance, terminations and changes to purchasing cards.
f. Maintain standard credit limits as directed by the City Manager and Finance Director.
g. Maintain MCC vendor restrictions and adjust MCCs applied to purchasing cards as necessary for City operations and internal controls.
h. Serve as the City's contact person with the banking institution.
i. Provide assistance in completing purchasing card forms.
j. Receive and review purchasing card forms for completeness, accuracy and compliance with policies and procedures.
k. Maintain cardholder and reconciler information and access in the purchasing card website.
l. Immediately cancel a purchasing card upon notification of employee termination, that a card is lost, stolen or fraudulently used, that a cardholder has misused the p-card, or upon management's request.
m. Assist users with access issues and reset user passwords in the purchasing card website.
n. Conduct compliance reviews and audits to ensure compliance with purchasing rules and regulations.
o. Analyze transactions and provide p-card reports to management as requested.

4. **Cardholders**

Authorized cardholders should:

a. Review the Purchasing Card Procedure Manual prior to receiving a p-card.
b. Comply with City purchasing ordinances, policies, and procedures applicable to general purchasing and the purchasing card program.

c. Be responsible and use reasonable judgment when making purchases.
d. Secure reasonable prices on behalf of the City.
e. Ensure the security of the purchasing card and protect the purchasing card account number.
f. Immediately notify the Purchasing Card Administrator and the banking institution if a purchasing card is lost, stolen or fraudulently used.
g. Provide a tax-exempt certificate to vendors to avoid taxes being charged.
h. Review receipts and statements for accuracy and ensure that all charges are authorized.
i. Provide original receipts and supporting documentation to the reconciler for monitoring, retention, and reconciliation with the billing statement.
j. Identify returned or disputed items and attempt to reach a resolution directly with the merchant.
k. In the event of termination of employment with the City, discontinue purchasing card activities, cut the purchasing card in-half, return the card to the department director, and reconcile outstanding purchasing card transactions prior to termination.

5. **Reconciler**

The assigned purchasing card reconciler should:

a. Review the Purchasing Card Procedure Manual upon designation as a reconciler.
b. Verify cardholder purchases are in accordance with policies, procedures, and regulations.
c. Obtain access to the p-card website for all cardholders in the reconciler's department.
d. Obtain the monthly p-card statements from the Accounts Payable Division or from the online banking website.
e. Remind cardholders to submit original receipts in a timely manner and provide assistance to cardholders, as needed.

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f. Compile monthly p-card reconciliation packages, including receipts, supporting documentation, and necessary notes and reconcile monthly statements to supporting documentation.
g. Review receipts and supporting documentation to ensure that sales tax is not charged, that returns and disputed items are properly credited and that transactions appear reasonable and appropriate.
h. Notify the cardholder, department director and the Purchasing Card Administrator if an expected credit is not received in a reasonable amount of time.
i. Ensure that travel expenses are documented on the appropriate travel forms.
j. Note the appropriate accounting code(s) on the receipt.
k. Ensure the cardholder's signature and date of goods or services received are indicated on the receipt.
l. Provide the reconciliation package to the department director and request the director's signature and date of approval on the reconciliation report.
m. Forward the monthly reconciliation package, in an orderly fashion, to the Accounts Payable Division.
n. Research questioned transactions and provide answers in a timely manner.
o. Assist in dispute resolutions and general p-card matters.

6. **Accounts Payable**

The Accounts Payable Department (Payer) should:

a. Receive the monthly combined statement and the individual cardholder statements from the bank.
b. Send copies of the cardholder statements to appropriate department reconcilers.
c. Receive the reconciled monthly p-card packages from department reconcilers.
d. Ensure the monthly reconciliation process is complete and includes adequate documentation, authorization, and account coding.
e. Work with departments to correct documentation, reconciliation and account coding issues.
f. Submit a journal entry to cost monthly charges on the consolidated statement using correct accounting codes.

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g. Maintain p-card reconciliation reports and supporting documentation by month, department, and cardholder for audit and retention purposes.
h. Participate in the compliance review and audit process, as necessary.

D. Purchasing Guidelines

1. General

Participation in the p-card program is a privilege that carries a high degree of employee responsibility. Although the p-card is issued in the cardholder's name, the account is owned and managed by the City. Cardholders are expected to use good judgment and must comply with all City ordinances, policies, procedures and regulations.

2. Rules and Regulations

All purchasing rules, ordinances, guidelines, policies and procedures of the City and applicable Florida Statutes apply to the use of the purchasing card. Any employee who knowingly and willingly makes a purchase or attempts to make a purchase that violates such regulations, assists another person in such acts, or fails to report such violations is subject to disciplinary action. Abuse or misuse of the purchasing card may result in termination of the cardholder's purchasing card privileges and disciplinary action.

All suspected abuses of the purchasing card program must be reported to the Purchasing Card Administrator immediately. The Purchasing Card Administrator should conduct a review and communicate the findings and recommendations to the cardholder's department director, the Finance Director, and the City Manager.

3. Contracts

To the extent possible, cardholders should purchase from awarded contract vendors to fulfill the City's contractual obligations. Unless otherwise directed, purchases that are governed by purchasing contracts should not be purchased with a p-card.

4. Prohibited Purchases

a. After-the-fact payment for goods or services: Purchasing authority is required prior to making a purchase. This authorization may be verbally communicated by

the department director; however, the director will confirm the authority in writing on the monthly reconciliation report.

b. Fixed asset purchases: The purchasing card cannot be used to purchase fixed assets (capital assets). Fixed assets include property, plant, equipment, and infrastructure assets costing $5,000 or more and that have a useful life of more than two years. Fixed assets typically do not include replacement or repair parts that serve as components of a larger piece of equipment.

c. Pre-payment for goods or services: Cardholders may use the purchasing card to prepay for goods or services if the purchase requires prepayment. Typically, advance payments are required for software license and maintenance agreements, subscriptions, trainings and conferences.

d. Sales tax: The City is tax exempt and does not pay sales tax. The cardholder is responsible for ensuring that a sales tax-exempt certificate is provided to the vendor and that sales taxes is not charged. If the purchase is made outside of the State of Florida, the vendor is not required to honor the sales tax exemption certificate. A copy of the tax-exempt certificate is available on the Purchasing Division's website.

   Vendors will not grant tax exempt status when a personal credit card is used as payment. **If an employee uses a personal credit card and is charged sales tax, the City will not reimburse the employee for the sales tax charged.**

   If a vendor charges tax, a written notation is made on the receipt. The cardholder must request a credit for the sales tax from the merchant. If sales tax is not refunded by the vendor, a dispute should be filed with the bank.

e. Transaction fees: Except for entities regulated by the Public Service Commission (utilities), vendors who accept credit cards as a form of payment must not charge a transaction fee.

f. Personal convenience: Public funds cannot be expended to satisfy the personal preference of employees, such as portable heaters, fans, refrigerators, microwaves, clocks for private offices, coffee pots, food supplies, etc. In addition,

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a department may not purchase more expensive office furniture or equipment than is necessary because the employee prefers a more expensive item.

g. Other prohibited purchases:

- Cash advances
- Gift cards
- Personal items
- Food items (including refreshments such as coffee and donuts)
- Purchases from electronic auction houses (e.g. eBay)
- Employee gifts (cards, birthday presents, awards, flowers)
- Employee relocation expenses
- Employee-related job expenses (boots, uniforms, hats)
- Entertainment related purchases
- Office decorations (globes, statues, plants, picture frames, etc.)
- Vehicle maintenance
- Purchases specifically restricted by the Purchasing Division

5. Specialized Purchases

Additional procedures apply to the following specialized purchases:

a. Information Technology (IT) Purchases: The purchasing card can be used to purchase universal IT related items such as:

- USB thumb drives
- Cell phone chargers, cases and clips
- Computer speakers, headphones, wireless mouse and mouse pads
- Computer or monitor stands, keyboards
- Printer ink, toner cartridges

While universal accessories do not require IT approval, computer hardware, software, and system upgrades must be approved by the Information Technology Department. The IT Department verifies that the item requested can be supported by the current systems. A copy of the authorization must be included in the purchasing card reconciliation packet. The following commonly purchased items require IT Department approval:

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- Scanners
- Printers
- Digital cameras and webcams

b. Parks and Recreation Department: Parks and Recreation programs generate revenue from program participants. The revenue generated is intended to be invested back into the programs for the benefit of the participants. As such, purchases made for these programs are outside of the City's normal operating activities. The purchasing card may be used to purchase items related to participant activities and programs and may include items such as:

   - Filed trips (theme parks, movies, etc.)
   - Food for participants
   - Holiday decorations
   - Promotional items (backpacks, cups, etc.)
   - Music CD/DVDs
   - Project supplies (art supplies, plants, etc.)
   - Prizes and awards

c. Continuing Education Credit (CEC): In general, payment of continuing education is the responsibility of the individual holding the professional certification or licensure and City funds may not be used to pay for CEC on behalf of an individual. Payment may be made, however, for classes that enhance the employee's ability to perform their assigned duties. Such classes may offer CEC as a condition of attendance provided that an additional cost is not incurred for the CEC. If an additional fee is required for CEC, additional costs are the responsibility of the attendee.

d. Notary Expenses: Payment for notary dues are permitted if a notary license is related to the employee's assigned duties. Additional expenses such as insurance, manuals, or other related items are the responsibility of the individual notary and are not valid City expenditures.

e. Membership Dues: Memberships dues are permitted if membership to the organization benefits City operations. A membership due is considered beneficial

if it enables members to attend valuable training opportunities related to the employee's assigned duties or offers discounted pricing for such trainings.

f. Registration Fees: Registration fees for classes, seminars, conventions, workshops, or trainings are permitted if there is a clear benefit to the City and if attendance enhances the employee's ability to perform their current assigned duties.

- Payment for other attendees may be charged to one p-card for convenience; however, sufficient documentation of employees attending must be included.
- Registration fees in connection with travel expense require approved travel forms to be submitted as part of the reconciliation packet.

g. Meeting Room Rental: Meeting room rentals must be reasonable and necessary. The City owns and operates multiple facilities that can be used for meetings, free of charge. If a meeting room must be rented for a cost, a detailed justification should accompany the receipt. It is advisable to obtain City Manager approval prior to paying for the meeting room. If allowable, the purchase must be documented by an itemized receipt that includes all applicable charges and cost breakdowns for audiovisual charges, set-up fees, food and other charges.

h. Printing: Printing purchases are permitted; however, a copy of the printed material must be included with the receipt as documentation.

i. Utility Payments: Government agencies and private utility companies, such as electric, water, sewer, and garbage disposal services, accept credit cards for payment of services. The purchasing card may be used to pay for these services; however, an additional fee may apply. Cardholder should weigh the costs and benefits and document the determination.

j. Public Works Department - Vehicle Maintenance: Departments must coordinate vehicle maintenance, service and parts through the Public Works – Fleet Maintenance Department and are not permitted to use p-cards for such purchases. The Public Works Department monitors the Fleet Maintenance program and is permitted to use p-cards to make purchases for daily operations.

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k. Travel: P-cards can be used to pay for travel-related expenses, Pincluding hotels, rental cars, airline tickets, and gas for City vehicles only. Cardholders must comply with the Travel Policy 1-17.

An employee must adhere to all local and State procedures and regulations governing travel and must travel by the most economical means. An employee should keep a copy of the sales tax-exempt certificate on hand to verify tax exempt status. The following provides a guideline to cardholders to procure travel-related services:

1. Hotels: Hotel reservations should be made directly with the hotel and should be made at the hotel where the convention or conference is held, if possible.

   Cardholders should ask for the hotel's cancellation policy at the time of reservation. It is the cardholder's responsibility to ensure cancellations are made per the hotel's policy. Cardholders are responsible for the cancellation of co-worker arrangements made using the cardholder's p-card. If a reservation is made with the purchasing card and the trip is canceled, it is the cardholder's responsibility to cancel the reservation. If the cardholder fails to do so, and the vendor charges the card, the cardholder must reimburse the City for the charges.

   Hotels are sales tax-exempt if located in Florida. Hotels may offer an exemption of other local taxes and fees, but are not required to do so.

2. Vehicle rentals: Vehicle rentals may be placed on the purchasing card. Justification for vehicle rentals must be provided along with a copy of the rental agreement. The justification should be a written explanation describing the need for a rental vehicle or a calculation indicating that renting a vehicle was the most economical means of transportation.

   The State of Florida procures a statewide rental agreement at discounted rates for use by State and local agencies. The Purchasing Division can provide additional information on current contract vendors and rates.

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3. Fuel purchases: Fuel purchases may be charged to a p-card for City-owned vehicles or rentals used for City-related business only. For fuel purchases charged to a p-card for a rental vehicle, the traveler must submit the rental agreement with the monthly reconciliation. **A City issued p-card cannot be used to purchase fuel for a personal vehicle even if the travel is for legitimate City business.** If a personal vehicle is used, the employee must submit mileage documentation and is paid in accordance with the statutory per diem rate.

4. Airfare: Airfare should be booked far in advance to secure the most economical fares. The lowest class tickets available should be purchased. The traveler should consider connecting flights and a broad window of departure and arrival times to maximize savings. Airfare is sales tax-exempt; however, airport, airline, or travel agent service charges may apply.

5. Package deals: Package deals offered by third-party vendors, such as Travelocity, Orbit, Price Line, Expedia, Yahoo Travel, etc. may be permitted if the package is the lowest price and adequate documentation is provided detailing the costs charged.

6. Personal travel expenses: Personal expenses such as in-room movies, room service, or water and other refreshments are the personal responsibility of the cardholder. If the charges are generated on the hotel bill, they must be paid with personal funds and a revised bill should be generated detailing business expenses only.

7. Non-employee costs: Cardholders are prohibited from using the p-card to pay travel costs for an individual who is not an employee.

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E. Reconciliation

1. General

The purpose of the monthly reconciliation process is to ensure that all charges on the monthly p-card statement are accurate, appropriate and authorized. A reconciliation process must be completed for each card on a monthly basis. Cardholders are required to ensure that all charges are documented by a receipt and other necessary documentation. The designated department reconciler is responsible for completing the reconciliation process.

2. Reconciliation Process

The main task in the monthly reconciliation process is matching the charges on the monthly statement to supporting receipts, thereby "reconciling" the statement to supporting documentation. During the reconciliation process, the reconciler must also ensure that proper authorization is received. Accurate account codes must also be assigned to each transaction by the reconciler. Lastly, the reconcile is responsible for completing the process in a timely manner and forwarding the reconciliation package to the Accounts Payable Division.

3. Documentation

Reconcilers should ensure that all receipts and supporting documentation are included in the reconciliation packet. The information should be arranged in an orderly fashion to facilitate the review process.

Receipts must include a description of the goods or services acquired, number of units, cost per unit and total cost. A statement or invoice is not an acceptable receipt.

Receipt certification: The cardholder must sign and date each receipt to indicate the receipt, inspection, and acceptance of the goods or services. Receipt certification is the responsibility of the cardholder, but should be enforced by the reconciler. Receipt certification also indicates that the information provided on the receipt is correct to the best of the cardholder's knowledge.

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Replacement receipts: Cardholders must make every attempt to obtain an original receipt from the vendor. If an original receipt cannot be obtained, the cardholder may use a combination of several documents, such as email confirmations, packing slips, web page screen-prints, etc. The cardholder should submit the following documentation with the monthly reconciliation:

(1) Vendor
(2) Date of purchase
(3) Description, quantity, price per unit, and total charge
(4) Reason that the original receipt is not available
(5) Documented attempts to obtain a receipt from the vendor

The replacement receipt will require the signatures of the cardholder and the department director authorizing the charge.

Thermal receipts: Original receipts supporting transactions are maintained by the City. Because of their temporary nature, a copy of the thermal receipt should be submitted with the original receipt.

4. **Returns and Credits**

A notation should be made on the statement for items that have been disputed or returned, but for which credit has not yet been received. The reconciler is responsible for ensuring that credits post on a subsequent statement. Credits received on the purchasing card should be clearly noted in the reconciliation packet and must include a copy of the original receipt indicating the specific item(s) being credited.

5. **Account Coding**

The reconciler should cost all charges made on the p-card to the appropriate account codes on a summary sheet. When using the p-card to purchase goods or services, the cardholder is able to expend funds even if budgeted funds do not exist. Spending funds that are not budgeted causes accounts to go into the negative. It is the reconciler's responsibility to ensure that account codes used have sufficient budget to cover the monthly p-card transactions. If the budget is deficient, the

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reconciler must submit a budget transfer from another account to cover the monthly purchases.

6. **Authorization**

After the reconciliation is complete, the reconciler signs and dates the front of the reconciliation packet as verification of review and completion. Next, the reconciler obtains the department director's signature and date on the front of the reconciliation packet as verification of purchasing authorization and confirmation that the expenses are reasonable and necessary for City operations.

7. **Assembling the Reconciliation Packet**

The monthly reconciliation packet should be organized in the following manner:

(1) Purchasing Card Summary Sheet
(2) Monthly Charge Summary Report (monthly statement)
(3) Supporting receipts and documentation in order of the monthly statement

To facilitate the review process, arrange documentation in the same orientation and tape small receipts to 8.5 x 11 in. paper.

8. **Submission**

The reconciler is responsible for submitting the reconciliation package to the Accounts Payable Division by the 10th day following the close of the monthly cycle.

F. Emergency Procedures

1. **General**

During declarations of an emergency, purchasing card credit limits may be greatly increased and authority may be expanded to include the purchase of food and other emergency needs.

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2. **Emergency Card Status**

The City Manager or appointed designee may authorize additional cards for emergency use only. The request should contain the name of cardholder and credit limit.

3. **Enhanced Purchasing Authority**

a. **Emergency Card Credit Limits:** In the event communication with an impacted area is lost or the City Manager, or designee, is unavailable, the Finance Director and Purchasing Card Administrator may open existing cards with an emergency monthly default limit of $25,000.

b. **MCCs and Authorized Purchases:** During a declared state of emergency, MCC restrictions are removed to allow for necessary emergency operation purchases, such as food and supplies.

4. **Deactivation Procedures**

The City Manager is responsible for authorizing the reduction of the expanded purchasing authority on purchasing-cards activated during declared emergencies. The authorization is a judgment call that should be made when working conditions are returned to normal and standard procurement procedures can suffice.

VII. APPENDICES

Appendix A – Purchasing Card Process Map
Appendix B – Merchant Category Codes (MCC)
Appendix C – Forms

- Request for a New Purchasing Card form
- Request for Purchasing Card Access - Administrator form
- Request for ESP Login Only form
- Purchasing Cardholder Receipt/Certification form
- Request for Cancellation of Purchasing Card form

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VIII. DEFINITIONS

Accounts Payable: The final review stage before payment; facilitates payment and costing.

Advanced Payments: Payments made for goods or services prior to receipt.

Cardholder: Person in whose name a purchasing card is issued.

Cardholder Agreement: Statement that all cardholders must sign confirming that they have received a purchasing card and will follow all rules and guidelines set forth.

Charge Dispute: Act of protesting charges with the intent of seeking reimbursement from the vendor.

Continuing Education Credit (CEC): Credits received for fulfilling the certification requirements for a professional license or certification.

Contracted Employee: Employee who works at or provides services on behalf of the City, but who is employed and paid by a third party.

Credit Limit: Indicates the maximum amount that may be charged on a specific purchasing card during one monthly billing cycle.

Declared Emergency: Circumstances or situation that the Executive Office of Florida's Governor has officially designated by an executive order as an emergency.

Delegated Authority: A position and its associated authority, as outlined in an official delegation of authority, on file with the City clerk.

Department Director: Each cardholder is assigned a department director in the system who is responsible for reviewing and processing approval for payment of all charges. A department director also refers to a delegated authority, if such delegation exists.

Executive Order: A written directive issued by the Executive Office of Florida's Governor during a declared emergency.

Fixed Asset: A commodity costing $5,000 or more and that has a useful life of more than two years.

Merchant Category Code (MCC): A numeric code assigned to vendors by the bank indicating the type of goods or services provided to customers.

Payer: The City Finance Department of Accounts Payable is the final payer for all purchases. This office receives the monthly purchasing card billing statement and is responsible for initiating payment for the monthly billing statement.

Purchasing Card: A City-issued credit card, sometimes referred to as a p-card, that authorized City employees to pay for goods and services for City-related expenses. All applicable purchasing policies, procedures and regulations apply.

Purchasing Card Administrator: Designated staff of the Finance Department responsible for overseeing the Purchasing Card Program.

Purchasing Card Liaison: An individual in each department designated to assist in communications between the cardholder and the Purchasing Card Administrator. The liaison is usually the assigned reconciler for the department.

Reconciler: A person in the cardholder's department who is responsible for verifying that individual receipts support the itemized purchases on the monthly billing statement (monthly purchasing card reconciliation report). The reconciler is required to submit the reconciliation report and receipts to the department director for approval and then to the payer in the Finance Department within ten working days after the statement date.

Summary Sheet: A sheet used to input accounting codes for monthly charges to be allocated to.

DRAFT

Appendix A

PURCHASING CARD PROCESS MAP

UNDER NO CIRCUMSTANCES IS A DEPARTMENT TO SPLIT PURCHASES TO CIRCUMVENT PROCUREMENT THRESHOLDS IDENTIFIED

START HERE FOR P-CARD **REQUEST** PROCESS

Department Head (DH) Identifies Staff to be Cardholder(s) or Reconciler

DH or Designee Submits DH Signed Request Form For New Purcahsing Card or Enterprise Spend Platform **(ESP)** Access to P-Card Administrator.

P-Card Administrator Orders P-Card in SunTrust ESP System and sets up Access for Cardholder or Sets up Access only for Reconciler.

P-Card Administrator Schedules Training for Cardholder and/ or Reconciler on P-Card Policy and Procedures.

P-Card Arrives and is Delivered to P-Card Administrator, Cardholder Signs Cardholder Agreement to Receive P-Card.

Cardholder Activates P-Card and Begins Using Card Following Purchasing and P-Card Policy and Adhering to Procurement Threshold's (See Method of Procurement Process Map).

START HERE FOR P-CARD **PURCHASING** PROCESS

1. Is there a Current Contract or Blanket Purchase Order?
2. Is the Purchase Restricted Per P-Card Policy?

Yes

STOP: Purcahse Must Be Processed Through a Purchase Order. Create Requisition in NaviLine.

NO

Cardholder Proceeds with Purchase Following Procedures Set Forth in Purchasing Card Policy, Once All Required Supporting Documentation/ Authorizations if Applicable Per P-Car Policy is Obtained.

*** Single Transaction Limit of $1,999**
*** Monthly Limit of $10,000**

Cardholder Signs and Dates Receipt and Turns in Receipt with Supporting Documentation to Department Reconciler

It is the Reconcilers, Department Heads, and the P-Card Administrator's responsibility to Monitor Card Usage and Spend Per Vendor, City Wide.

Reconciler Receives Monthly P-Card Statement and Matches Up Receipts Per Cardholder With the Statement "Reconciliation Report."

Reconciler Forwards the Statement to Department Head and Reconciler. The Reviewed & Signed Reconciliation Packet is sent to Accounts Payable. Accounts Payable is responsible for Processing the Payment to the Bank.

VISA MERCHANT CATEGORY CLASSIFICATION (MCC) CODES DIRECTORY

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
0742	Veterinary Services	Yes	Yes	Yes	Yes	Yes	Yes
0763	Agricultural Co-operatives	Yes	Yes	Yes	Yes	Yes	Yes
0780	Horticultural Services	Yes	Yes	Yes	Yes	Yes	Yes
0780	Landscaping Services	Yes	Yes	Yes	Yes	Yes	Yes
1520	General Contractors-Residential and Commercial	Yes	Yes	Yes	Yes	Yes	Yes
1711	Air Conditioning Contractors - Sales and Installation	Yes	Yes	Yes	Yes	Yes	Yes
1711	Heating Contractors - Sales, Service, Installation	Yes	Yes	Yes	Yes	Yes	Yes
1731	Electrical Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Insulation - Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Masonry, Stonework Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Plastering Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Stonework and Masonry Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1740	Tile Settings Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1750	Carpentry Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1761	Roofing - Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1761	Sheet Metal Work - Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1761	Siding - Contractors	Yes	Yes	Yes	Yes	Yes	Yes
1771	Contractors - Concrete Work	Yes	Yes	Yes	Yes	Yes	Yes
1799	Contractors - Special Trade, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
2741	Miscellaneous Publishing and Printing	Yes	Yes	Yes	Yes	Yes	Yes
2791	Typesetting, Plate Making, & Related Services	Yes	Yes	Yes	Yes	Yes	Yes
2842	Specialty Cleaning, Polishing, and Sanitation Preparations	Yes	Yes	Yes	Yes	Yes	Yes
3000	UNITED AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3001	AMERICAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3002	PAN AMERICAN	Yes	Yes	Yes	Yes	Yes	Yes
3004	TRANS WORLD AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3005	BRITISH AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3006	JAPAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3007	AIR FRANCE	Yes	Yes	Yes	Yes	Yes	Yes
3008	LUFTHANSA	Yes	Yes	Yes	Yes	Yes	Yes
3009	AIR CANADA	Yes	Yes	Yes	Yes	Yes	Yes
3010	KLM (ROYAL DUTCH AIRLINES)	Yes	Yes	Yes	Yes	Yes	Yes
3011	AEORFLOT	Yes	Yes	Yes	Yes	Yes	Yes
3012	QUANTAS	Yes	Yes	Yes	Yes	Yes	Yes
3013	ALITALIA	Yes	Yes	Yes	Yes	Yes	Yes
3014	SAUDIA ARABIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3015	SWISSAIR	Yes	Yes	Yes	Yes	Yes	Yes
3016	SAS	Yes	Yes	Yes	Yes	Yes	Yes
3017	SOUTH AFRICAN AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3018	VARIG (BRAZIL)	Yes	Yes	Yes	Yes	Yes	Yes
3020	AIR-INDIA	Yes	Yes	Yes	Yes	Yes	Yes
3021	AIR ALGERIE	Yes	Yes	Yes	Yes	Yes	Yes
3022	PHILIPPINE AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3023	MEXICANA	Yes	Yes	Yes	Yes	Yes	Yes
3024	PAKISTAN INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3025	AIR NEW ZEALAND	Yes	Yes	Yes	Yes	Yes	Yes
3027	UTA/INTERAIR	Yes	Yes	Yes	Yes	Yes	Yes
3028	AIR MALTA	Yes	Yes	Yes	Yes	Yes	Yes
3029	SABENA	Yes	Yes	Yes	Yes	Yes	Yes
3030	AEROLINEAS ARGENTINAS	Yes	Yes	Yes	Yes	Yes	Yes
3031	OLYMPIC AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3032	EL AL	Yes	Yes	Yes	Yes	Yes	Yes
3033	ANSETT AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3034	AUSTRAINLIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3035	TAP (PORTUGAL)	Yes	Yes	Yes	Yes	Yes	Yes
3036	VASP (BRAZIL)	Yes	Yes	Yes	Yes	Yes	Yes
3037	EGYPTAIR	Yes	Yes	Yes	Yes	Yes	Yes
3038	KUWAIT AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3039	AVIANCA	Yes	Yes	Yes	Yes	Yes	Yes
3040	GULF AIR (BAHRAIN)	Yes	Yes	Yes	Yes	Yes	Yes
3041	BALKAN-BULGARIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3042	FINNAIR	Yes	Yes	Yes	Yes	Yes	Yes
3043	AER LINGUS	Yes	Yes	Yes	Yes	Yes	Yes
3044	AIR LANKA	Yes	Yes	Yes	Yes	Yes	Yes
3045	NIGERIA AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3046	CRUZEIRO DO SUL (BRAZIJ)	Yes	Yes	Yes	Yes	Yes	Yes
3047	THY (TURKEY)	Yes	Yes	Yes	Yes	Yes	Yes
3048	ROYAL AIR MAROC	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3049	TUNIS AIR	Yes	Yes	Yes	Yes	Yes	Yes
3050	ICELANDAIR	Yes	Yes	Yes	Yes	Yes	Yes
3051	AUSTRIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3052	LANCHILE	Yes	Yes	Yes	Yes	Yes	Yes
3053	AVIACO (SPAIN)	Yes	Yes	Yes	Yes	Yes	Yes
3054	LADECO (CHILE)	Yes	Yes	Yes	Yes	Yes	Yes
3055	LAB (BOLIVIA)	Yes	Yes	Yes	Yes	Yes	Yes
3056	QUEBECAIRE	Yes	Yes	Yes	Yes	Yes	Yes
3057	EASTWEST AIRLINES (AUSTRALIA)	Yes	Yes	Yes	Yes	Yes	Yes
3058	DELTA	Yes	Yes	Yes	Yes	Yes	Yes
3060	NORTHWEST	Yes	Yes	Yes	Yes	Yes	Yes
3061	CONTINENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3062	WESTERN	Yes	Yes	Yes	Yes	Yes	Yes
3063	US AIR	Yes	Yes	Yes	Yes	Yes	Yes
3065	AIRINTER	Yes	Yes	Yes	Yes	Yes	Yes
3066	SOUTHWEST	Yes	Yes	Yes	Yes	Yes	Yes
3071	AIR BRITISH COLUBIA	Yes	Yes	Yes	Yes	Yes	Yes
3075	SINGAPORE AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3076	AEROMEXICO	Yes	Yes	Yes	Yes	Yes	Yes
3077	THAI AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3078	CHINA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3081	NORDAIR	Yes	Yes	Yes	Yes	Yes	Yes
3082	KOREAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3083	AIR AFRIGUE	Yes	Yes	Yes	Yes	Yes	Yes
3084	EVA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3085	MIDWEST EXPRESS AIRLINES, INC.	Yes	Yes	Yes	Yes	Yes	Yes
3087	METRO AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3088	CROATIA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3089	TRANSAERO	Yes	Yes	Yes	Yes	Yes	Yes
3094	ZAMBIA AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3096	AIR ZIMBABWE	Yes	Yes	Yes	Yes	Yes	Yes
3099	CATHAY PACIFIC	Yes	Yes	Yes	Yes	Yes	Yes
3100	MALAYSIAN AIRLINE SYSTEM	Yes	Yes	Yes	Yes	Yes	Yes
3102	IBERIA	Yes	Yes	Yes	Yes	Yes	Yes
3103	GARUDA (INDONESIA)	Yes	Yes	Yes	Yes	Yes	Yes
3106	BRAATHENS S.A.F.E. (NORWAY)	Yes	Yes	Yes	Yes	Yes	Yes
3110	WINGS AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3111	BRITISH MIDLAND	Yes	Yes	Yes	Yes	Yes	Yes
3112	WINDWARD ISLAND	Yes	Yes	Yes	Yes	Yes	Yes
3117	VIASA	Yes	Yes	Yes	Yes	Yes	Yes
3118	VALLEY AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3125	TAN	Yes	Yes	Yes	Yes	Yes	Yes
3126	TALAIR	Yes	Yes	Yes	Yes	Yes	Yes
3127	TACA INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3129	SURINAM AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3130	SUN WORLD INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3133	SUNBELT AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3135	SUDAN AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3137	SINGLETON	Yes	Yes	Yes	Yes	Yes	Yes
3138	SIMMONS AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3143	SCENIC AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3144	VIRGIN ATLANTIC	Yes	Yes	Yes	Yes	Yes	Yes
3145	SAN JUAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3146	LUXAIR	Yes	Yes	Yes	Yes	Yes	Yes
3151	AIR ZAIRE	Yes	Yes	Yes	Yes	Yes	Yes
3154	PRINCEVILLE	Yes	Yes	Yes	Yes	Yes	Yes
3159	PBA	Yes	Yes	Yes	Yes	Yes	Yes
3161	ALL NIPPON AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3164	NORONTAIR	Yes	Yes	Yes	Yes	Yes	Yes
3165	NEW YORK HELICOPTER	Yes	Yes	Yes	Yes	Yes	Yes
3170	NOUNTCOOK	Yes	Yes	Yes	Yes	Yes	Yes
3171	CANADIAN AIRLINES INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3172	NATIONAIR	Yes	Yes	Yes	Yes	Yes	Yes
3176	METROFLIGHT AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3178	MESA AIR	Yes	Yes	Yes	Yes	Yes	Yes
3181	MALEV	Yes	Yes	Yes	Yes	Yes	Yes
3182	LOT (POLAND)	Yes	Yes	Yes	Yes	Yes	Yes
3184	LIAT	Yes	Yes	Yes	Yes	Yes	Yes
3185	LAV(VENEZUELA)	Yes	Yes	Yes	Yes	Yes	Yes
3186	LAP (PARAGUAY)	Yes	Yes	Yes	Yes	Yes	Yes
3187	LACSA (COSTA RICA)	Yes	Yes	Yes	Yes	Yes	Yes
3190	JUGOSLAV AIR	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3191	ISLAND AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3192	IRAN AIR	Yes	Yes	Yes	Yes	Yes	Yes
3193	INDIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3196	HAWAIIAN AIR	Yes	Yes	Yes	Yes	Yes	Yes
3197	HAVASU AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3200	FUYANA AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3203	GOLDEN PACIFIC AIR	Yes	Yes	Yes	Yes	Yes	Yes
3204	FREEDOM AIR	Yes	Yes	Yes	Yes	Yes	Yes
3212	DOMINICANA	Yes	Yes	Yes	Yes	Yes	Yes
3215	DAN AIR SERVICES	Yes	Yes	Yes	Yes	Yes	Yes
3216	CUMBERLAND AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3217	CSA	Yes	Yes	Yes	Yes	Yes	Yes
3218	CROWN AIR	Yes	Yes	Yes	Yes	Yes	Yes
3219	COPA	Yes	Yes	Yes	Yes	Yes	Yes
3220	COMPANIA FAUCETT	Yes	Yes	Yes	Yes	Yes	Yes
3221	TRANSPORTES AEROS MILITARES ECCUATORANOS	Yes	Yes	Yes	Yes	Yes	Yes
3222	COMMAND AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3223	COMAIR	Yes	Yes	Yes	Yes	Yes	Yes
3228	CAYMAN AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3229	SAETA SOCIAEDAD ECUATORIANOS DE TRANSPORTES AEREOS	Yes	Yes	Yes	Yes	Yes	Yes
3231	SASHA SERVICIO AERO DE HONDURAS	Yes	Yes	Yes	Yes	Yes	Yes
3233	CAPITOL AIR	Yes	Yes	Yes	Yes	Yes	Yes
3234	BWIA	Yes	Yes	Yes	Yes	Yes	Yes
3235	BROKWAY AIR	Yes	Yes	Yes	Yes	Yes	Yes
3238	BEMIDJI AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3239	BAR HARBOR AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3240	BAHAMASAIR	Yes	Yes	Yes	Yes	Yes	Yes
3241	AVIATECA (GUATEMALA)	Yes	Yes	Yes	Yes	Yes	Yes
3242	AVENSA	Yes	Yes	Yes	Yes	Yes	Yes
3243	AUSTRIAN AIR SERVICE	Yes	Yes	Yes	Yes	Yes	Yes
3251	ALOHA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3252	ALM	Yes	Yes	Yes	Yes	Yes	Yes
3253	AMERICA WEST	Yes	Yes	Yes	Yes	Yes	Yes
3254	TRUMP AIRLINE	Yes	Yes	Yes	Yes	Yes	Yes
3256	ALASKA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3259	AMERICAN TRANS AIR	Yes	Yes	Yes	Yes	Yes	Yes
3261	AIR CHINA	Yes	Yes	Yes	Yes	Yes	Yes
3262	RENO AIR, INC.	Yes	Yes	Yes	Yes	Yes	Yes
3266	AIR SEYCHELLES	Yes	Yes	Yes	Yes	Yes	Yes
3267	AIR PANAMA	Yes	Yes	Yes	Yes	Yes	Yes
3280	AIR JAMAICA	Yes	Yes	Yes	Yes	Yes	Yes
3282	AIR DJIBOUTI	Yes	Yes	Yes	Yes	Yes	Yes
3284	AERO VIRGIN ISLANDS	Yes	Yes	Yes	Yes	Yes	Yes
3285	AERO PERU	Yes	Yes	Yes	Yes	Yes	Yes
3286	AEROLINEAS NICARAGUENSIS	Yes	Yes	Yes	Yes	Yes	Yes
3287	AERO COACH AVAIATION	Yes	Yes	Yes	Yes	Yes	Yes
3291	ARIANA AFGHAN	Yes	Yes	Yes	Yes	Yes	Yes
3292	CYPRUS AIRWAYS	Yes	Yes	Yes	Yes	Yes	Yes
3293	ECUATORIANA	Yes	Yes	Yes	Yes	Yes	Yes
3294	ETHIOPIAN AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3295	KENYA AIRLINES	Yes	Yes	Yes	Yes	Yes	Yes
3298	AIR MAURITIUS	Yes	Yes	Yes	Yes	Yes	Yes
3299	WIDERO'S FLYVESELSKAP	Yes	Yes	Yes	Yes	Yes	Yes
3351	AFFILIATED AUTO RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3352	AMERICAN INTL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3353	BROOKS RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3354	ACTION AUTO RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3357	HERTZ RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3359	PAYLESS CAR RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3360	SNAPPY CAR RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3361	AIRWAYS RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3362	ALTRA AUTO RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3364	AGENCY RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3366	BUDGET RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3368	HOLIDAY RENT-A-WRECK	Yes	Yes	Yes	Yes	Yes	Yes
3370	RENT-A-WRECK	Yes	Yes	Yes	Yes	Yes	Yes
3376	AJAX RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3381	EUROP CAR	Yes	Yes	Yes	Yes	Yes	Yes
3385	TROPICAL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3386	SHOWCASE RENTAL CARS	Yes	Yes	Yes	Yes	Yes	Yes
3387	ALAMO RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3389	AVIS RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3390	DOLLAR RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3391	EUROPE BY CAR	Yes	Yes	Yes	Yes	Yes	Yes
3393	NATIONAL CAR RENTAL	Yes	Yes	Yes	Yes	Yes	Yes
3394	KEMWELL GROUP RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3395	THRIFTY RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3396	TILDEN TENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3398	ECONO-CAR RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3400	AUTO HOST COST CAR RENTALS	Yes	Yes	Yes	Yes	Yes	Yes
3405	ENTERPRISE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3409	GENERAL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3412	A-1 RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3414	GODFREY NATL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3419	ALPHA RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3420	ANSA INTL RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3421	ALLSTAE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3423	AVCAR RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3425	AUTOMATE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3427	AVON RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3428	CAREY RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3429	INSURANCE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3430	MAJOR RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3431	REPLACEMENT RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3432	RESERVE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3433	UGLY DUCKLING RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3434	USA RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3435	VALUE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3436	AUTOHANSA RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3437	CITE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3438	INTERENT RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3439	MILLEVILLE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3440	VIA ROUTE RENT-A-CAR	Yes	Yes	Yes	Yes	Yes	Yes
3501	HOLIDAY INN EXPRESS	Yes	Yes	Yes	Yes	Yes	Yes
3501	HOLIDAY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3502	BEST WESTERN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3503	SHERATON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3504	HILTON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3505	FORTE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3506	GOLDEN TULIP HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3507	FRIENDSHIP INNS	Yes	Yes	Yes	Yes	Yes	Yes
3508	QUALITY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3508	QUALITY SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3509	MARRIOTT HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3510	DAYS INN	Yes	Yes	Yes	Yes	Yes	Yes
3510	DAYSTOP	Yes	Yes	Yes	Yes	Yes	Yes
3511	ARABELLA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3512	INTER-CONTINENTAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3513	WESTIN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3515	RODEWAY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3516	LA QUINTA MOTOR INNS	Yes	Yes	Yes	Yes	Yes	Yes
3517	AMERICANA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3518	SOL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3519	PULLMAN INTERNATIONAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3520	MERIDIEN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3521	CREST HOTELS (see FORTE HOTELS)	Yes	Yes	Yes	Yes	Yes	Yes
3522	TOKYO HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3523	PENNSULA HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3524	WELCOMGROUP HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3525	DUNFEY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3626	PRINCE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3527	DOWNTOWNER-PASSPORT HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3528	RED LION HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3528	RED LION INNS	Yes	Yes	Yes	Yes	Yes	Yes
3529	CP HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3530	RENAISSANCE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3530	STOUFFER HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3531	ASTIR HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3532	SUN ROUTE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3533	HOTEL IBIS	Yes	Yes	Yes	Yes	Yes	Yes
3534	SOUTHERN PACIFIC HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3535	HILTON INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3536	AMFAC HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3537	ANA HOTEL	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3538	CONCORDE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3540	IBEROTEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3541	HOTEL OKURA	Yes	Yes	Yes	Yes	Yes	Yes
3542	ROYAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3543	FOUR SEASONS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3544	CIGA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3545	SHANGRI-LA INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3548	HOTELES MELIA	Yes	Yes	Yes	Yes	Yes	Yes
3549	AUBERGE DES GOVERNEURS	Yes	Yes	Yes	Yes	Yes	Yes
3550	REGAL 8 INNS	Yes	Yes	Yes	Yes	Yes	Yes
3552	COAST HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3553	PARK INNS INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3558	JOLLY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3562	COMFORT INNS	Yes	Yes	Yes	Yes	Yes	Yes
3563	JOURNEY'S END MOTLS	Yes	Yes	Yes	Yes	Yes	Yes
3565	RELAX INNS	Yes	Yes	Yes	Yes	Yes	Yes
3568	LADBROKE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3570	FORUM HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3572	MIYAKO HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3573	SANDMAN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3574	VENTURE INNS	Yes	Yes	Yes	Yes	Yes	Yes
3575	VAGABOND HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3577	MANDARIN ORIENTAL HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3579	HOTEL MERCURE	Yes	Yes	Yes	Yes	Yes	Yes
3581	DELTA HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3583	SAS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3584	PRINCESS HOTELS INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3585	HUNGAR HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3586	SOKOS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3587	DORAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3588	HELMSLEY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3590	FAIRMONT HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3591	SONESTA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3592	OMNI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3593	CUNARD HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3595	HOSPITALITY INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3598	REGENT INTERNATIONAL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3599	PANNONIA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3603	NOAH'S HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3612	MOVENPICK HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3615	TRAVELODGE	Yes	Yes	Yes	Yes	Yes	Yes
3620	TELFORD INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3622	MERLIN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3623	DORINT HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3625	HOTLE UNIVERSALE	Yes	Yes	Yes	Yes	Yes	Yes
3629	DAN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3633	RANK HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3634	SWISSOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3635	RESO HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3636	SAROVA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3637	RAMADA INNS	Yes	Yes	Yes	Yes	Yes	Yes
3637	RAMADA LIMITED	Yes	Yes	Yes	Yes	Yes	Yes
3638	HO JO INN	Yes	Yes	Yes	Yes	Yes	Yes
3638	HOWARD JOHNSON	Yes	Yes	Yes	Yes	Yes	Yes
3639	MOUNT CHARLOTTE THISTLE	Yes	Yes	Yes	Yes	Yes	Yes
3640	HYATT HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3641	SOFITEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3642	NOVOTEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3643	STEIGENBERGER HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3644	ECONO LODGES	Yes	Yes	Yes	Yes	Yes	Yes
3645	QUEENS MOAT HOUSES	Yes	Yes	Yes	Yes	Yes	Yes
3646	SWALLOW HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3647	HUSA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3648	DE VERE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3649	RADISSON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3650	RED ROOK INNS	Yes	Yes	Yes	Yes	Yes	Yes
3651	IMPERIAL LONDON HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3652	EMBASSY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3653	PENTA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3654	LOEWS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3655	SCANDIC HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3656	SARA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3657	OBEROI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3658	OTANI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3659	TAJ HOTELS INTERNATIONAL	Yes	Yes	Yes	Yes	Yes	Yes
3660	KNIGHTS INNS	Yes	Yes	Yes	Yes	Yes	Yes
3661	METROPOLE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3663	HOTELES EL PRESIDENTS	Yes	Yes	Yes	Yes	Yes	Yes
3664	FLAG INN	Yes	Yes	Yes	Yes	Yes	Yes
3665	HAMPTON INNS	Yes	Yes	Yes	Yes	Yes	Yes
3666	STAKIS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3668	MARITIM HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3670	ARCARD HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3671	ARCTIA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3672	CAMPANIEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3673	IBUSZ HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3674	RANTASIPI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3675	INTERHOTEL CEDOK	Yes	Yes	Yes	Yes	Yes	Yes
3677	CLIMAT DE FRANCE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3678	CUMULUS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3679	DANUBIUS HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3681	ADAMS MARK HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3682	ALLSTAR INNS	Yes	Yes	Yes	Yes	Yes	Yes
3684	BUDGET HOST INNS	Yes	Yes	Yes	Yes	Yes	Yes
3685	BUDGETEL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3686	SUISSE CHALETS	Yes	Yes	Yes	Yes	Yes	Yes
3687	CLARION HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3688	COMPRI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3688	COMPRI HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3690	COURTYARD BY MARRIOTT	Yes	Yes	Yes	Yes	Yes	Yes
3689	CONSORT HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3691	DILLION INNS	Yes	Yes	Yes	Yes	Yes	Yes
3692	DOUBLETREE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3693	DRURY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3694	ECONOMY INNS OF AMERICA	Yes	Yes	Yes	Yes	Yes	Yes
3695	EMBASSY SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3696	EXEL INNS	Yes	Yes	Yes	Yes	Yes	Yes
3697	FARFIELD HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3698	HARLEY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3699	MIDWAY MOTOR LODGE	Yes	Yes	Yes	Yes	Yes	Yes
3700	MOTEL 6	Yes	Yes	Yes	Yes	Yes	Yes
3701	GUEST QUARTERS (Formally PICKETT SUITE HOTELS)	Yes	Yes	Yes	Yes	Yes	Yes
3702	THE REGISTRY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3703	RESIDENCE INNS	Yes	Yes	Yes	Yes	Yes	Yes
3704	ROYCE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3705	SANDMAN INNS	Yes	Yes	Yes	Yes	Yes	Yes
3706	SHILO INNS	Yes	Yes	Yes	Yes	Yes	Yes
3707	SHONEY'S INNS	Yes	Yes	Yes	Yes	Yes	Yes
3709	SUPER8 MOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3710	THE RITZ CARLTON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3711	FLAG INNS (AUSRALIA)	Yes	Yes	Yes	Yes	Yes	Yes
3712	GOLDEN CHAIN HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3713	QUALITY PACIFIC HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3714	FOUR SEASONS HOTEL (AUSTRALIA)	Yes	Yes	Yes	Yes	Yes	Yes
3715	FARIFIELD INN	Yes	Yes	Yes	Yes	Yes	Yes
3716	CARLTON HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3717	CITY LODGE HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3718	KAROS HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3719	PROTEA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3720	SOUTHERN SUN HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3721	HILTON CONRAD	Yes	Yes	Yes	Yes	Yes	Yes
3722	WYNDHAM HOTEL AND RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3723	RICA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3724	INER NOR HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3725	SEAINES PLANATION	Yes	Yes	Yes	Yes	Yes	Yes
3726	RIO SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3727	BROADMOOR HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3728	BALLY'S HOTEL AND CASINO	Yes	Yes	Yes	Yes	Yes	Yes
3729	JOHN ASCUAGA'S NUGGET	Yes	Yes	Yes	Yes	Yes	Yes
3730	MGM GRAND HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3731	HARRAH'S HOTELS AND CASINOS	Yes	Yes	Yes	Yes	Yes	Yes
3732	OPRYLAND HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3733	BOCA RATON RESORT	Yes	Yes	Yes	Yes	Yes	Yes
3734	HARVEY/BRISTOL HOTELS	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
3835*	MASTERS ECONOMY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3736	COLORADO BELLE/EDGEWATER RESORT	Yes	Yes	Yes	Yes	Yes	Yes
3737	RIVIERA HOTEL AND CASINO	Yes	Yes	Yes	Yes	Yes	Yes
3738	TROPICANA RESORT AND CASINO	Yes	Yes	Yes	Yes	Yes	Yes
3739	WOODSIDE HOTELS AND RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3740	TOWNPLACE SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3741	MILLENIUM BROADWAY HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3742	CLUB MED	Yes	Yes	Yes	Yes	Yes	Yes
3743	BILTMORE HOTEL AND SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3744	CAREFREE RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3745	ST. REGIS HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3746	THE ELIOT HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3747	CLUBCORP/CLUB RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3748	WELESLEY INNS	Yes	Yes	Yes	Yes	Yes	Yes
3749	THE BEVERLY HILLS HOTEL	Yes	Yes	Yes	Yes	Yes	Yes
3750	CROWNE PLAZA HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3751	HOMEWOOD SUITES	Yes	Yes	Yes	Yes	Yes	Yes
3752	PEABODY HOTELS	Yes	Yes	Yes	Yes	Yes	Yes
3753	GREENBRIAH RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
3754	AMELIA ISLAND PLANATION	Yes	Yes	Yes	Yes	Yes	Yes
3755	THE HOMESTEAD	Yes	Yes	Yes	Yes	Yes	Yes
3756	SOUTH SEAS RESORTS	Yes	Yes	Yes	Yes	Yes	Yes
4111	Local/Suburban Commuter Passenger Transportation - Railroads, Feries, Local Water Transportation.	Yes	Yes	Yes	Yes	Yes	Yes
4112	Passenger Railways	Yes	Yes	Yes	Yes	Yes	Yes
4119	Ambulance Services	Yes	Yes	Yes	Yes	Yes	Yes
4121	Taxicabs and Limousines	Yes	Yes	Yes	Yes	Yes	Yes
4131	Bus Lines, Including Charters, Tour Buses	Yes	Yes	Yes	Yes	Yes	Yes
4131	Tour Buses	Yes	Yes	Yes	Yes	Yes	Yes
4214	Delivery Services - Local	Yes	Yes	Yes	Yes	Yes	Yes
4214	Freight Carriers	Yes	Yes	Yes	Yes	Yes	Yes
4214	Motor Freight Carriers	Yes	Yes	Yes	Yes	Yes	Yes
4214	Moving and Storage Companies	Yes	Yes	Yes	Yes	Yes	Yes
4214	Trucking - Local/Long Distance	Yes	Yes	Yes	Yes	Yes	Yes
4215	Courier Services - Air or Ground	Yes	Yes	Yes	Yes	Yes	Yes
4215	Fright Forwarders	Yes	Yes	Yes	Yes	Yes	Yes
4225	Storage	Yes	Yes	Yes	Yes	Yes	Yes
4225	Warehousing, Public	Yes	Yes	Yes	Yes	Yes	Yes
4411	Cruise Lines	Yes	Yes	Yes	Yes	Yes	Yes
4411	Steamship Lines	Yes	Yes	Yes	Yes	Yes	Yes
4457	Boat Rentals and Leases	Yes	Yes	Yes	Yes	Yes	Yes
4468	Marinas, Marine Service, and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
4511	Airlines, Air Carriers (not listed elsewhere)	Yes	Yes	Yes	Yes	Yes	Yes
4582	Airports, Airport Terminals	Yes	Yes	Yes	Yes	Yes	Yes
4582	Flying Fields	Yes	Yes	Yes	Yes	Yes	Yes
4722	Travel Agencies and Tour Operations	Yes	Yes	Yes	Yes	Yes	Yes
4723	Package Tour Operators (For use in Germany only)	Yes	Yes	Yes	Yes	Yes	Yes
4784	Toll and Bridge Fees	Yes	Yes	Yes	Yes	Yes	Yes
4789	Transportation Services, Not elsewhere classified)	Yes	Yes	Yes	Yes	Yes	Yes
4812	Telecommunications Equipment including telephone sales	Yes	Yes	Yes	Yes	Yes	Yes
4814	Fax services	Yes	Yes	Yes	Yes	Yes	Yes
4814	Telecommunication service including local and long distance calls, credit card calls, calls through use of magnetic-strip reading telephones and fax services	Yes	Yes	Yes	Yes	Yes	Yes
4815	VisaPhone	Yes	Yes	Yes	Yes	Yes	Yes
4821	Telegraph services	Yes	Yes	Yes	Yes	Yes	Yes
4829	Money Orders - Wire Transfer	Yes	Yes	No	No	No	No
4899	Cable and other pay television (previously Cable Services)	Yes	Yes	Yes	Yes	Yes	Yes
4900	Electric, Gas, Sanitary and Water Utilities	Yes	Yes	Yes	Yes	Yes	Yes
5013	Motor vehicle supplies and new parts	Yes	Yes	Yes	Yes	Yes	Yes
5021	Office and Commercial Furniture	Yes	Yes	Yes	Yes	Yes	Yes
5039	Construction Materials, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5044	Office, Photographic, Photocopy, and Microfilm Equipment	Yes	Yes	Yes	Yes	Yes	Yes
5045	Computers, Computer Peripheral Equipment, Software	Yes	Yes	Yes	Yes	Yes	Yes
5046	Commercial Equipment, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5047	Medical, Dental Ophthalmic, Hospital Equipment and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5051	Metal Service Centers and Offices	Yes	Yes	Yes	Yes	Yes	Yes
5065	Electrical Parts and Equipment	Yes	Yes	Yes	Yes	Yes	Yes
5072	Hardware Equipment and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5074	Plumbing and Heating Equipment and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5085	Industrial Supplies, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
5094	Precious Stones and Metals, Watches and Jewelry	Yes	Yes	Yes	Yes	Yes	Yes
5099	Durable Goods, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5111	Stationery, Office Supplies, Printing, and Writing Paper	Yes	Yes	Yes	Yes	Yes	Yes
5122	Drugs, Drug Proprietors, and Druggist's Sundries	Yes	Yes	Yes	Yes	Yes	Yes
5131	Piece Goods, Notions, and Other Dry Goods	Yes	Yes	Yes	Yes	Yes	Yes
5137	Men's Women's and Children's Uniforms and Commercial Clothing	Yes	Yes	Yes	Yes	Yes	Yes
5139	Commercial Footwear	Yes	Yes	Yes	Yes	Yes	Yes
5169	Chemicals and Allied Products, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5172	Petroleum and Petroleum Products	Yes	Yes	Yes	Yes	Yes	Yes
5192	Books, Periodicals, and Newspapers	Yes	Yes	Yes	Yes	Yes	Yes
5193	Florists' Supplies, Nursery Stock and Flowers	Yes	Yes	Yes	Yes	Yes	Yes
5198	Paints, Varnishes, and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5199	Non-durable Goods, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5200	Home Supply Warehouse Stores	Yes	Yes	Yes	Yes	Yes	Yes
5211	Lumber and Building Materials Stores	Yes	Yes	Yes	Yes	Yes	Yes
5231	Glass Stores	Yes	Yes	Yes	Yes	Yes	Yes
5231	Paint and Wallpaper Stores	Yes	Yes	Yes	Yes	Yes	Yes
5231	Wallpaper Stores	Yes	Yes	Yes	Yes	Yes	Yes
5251	Hardware Stores	Yes	Yes	Yes	Yes	Yes	Yes
5261	Nurseries - Lawn and Garden Supply Store	Yes	Yes	Yes	Yes	Yes	Yes
5271	Mobile Home Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5300	Wholesale Clubs	Yes	Yes	Yes	Yes	Yes	Yes
5309	Duty Free Store	Yes	Yes	Yes	Yes	Yes	Yes
5310	Discount Stores	Yes	Yes	Yes	Yes	Yes	Yes
5311	Department Stores	Yes	Yes	Yes	Yes	Yes	Yes
5331	Variety Stores	Yes	Yes	Yes	Yes	Yes	Yes
5399	Misc. General Merchandise	Yes	Yes	Yes	Yes	Yes	Yes
5411	Grocery Stores	Yes	Yes	Yes	Yes	Yes	Yes
5411	Supermarkets	Yes	Yes	Yes	Yes	Yes	Yes
5422	Freezer and Locker Meat Provisioners	Yes	Yes	Yes	Yes	Yes	Yes
5422	Meat Provisioners - Freezer and Locker	Yes	Yes	Yes	Yes	Yes	Yes
5441	Candy Stores	Yes	Yes	Yes	Yes	Yes	Yes
5441	Confectionery Stores	Yes	Yes	Yes	Yes	Yes	Yes
5441	Nut Stores	Yes	Yes	Yes	Yes	Yes	Yes
5451	Dairy Products Stores	Yes	Yes	Yes	Yes	Yes	Yes
5462	Bakeries	Yes	Yes	Yes	Yes	Yes	Yes
5499	Misc. Food Stores - Convenience Stores and Specialty Markets	Yes	Yes	Yes	Yes	Yes	Yes
5511	Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing	Yes	Yes	Yes	Yes	Yes	Yes
5521	Automobile and Truck Dealers (Used Only)	Yes	Yes	Yes	Yes	Yes	Yes
5531	Automobile Supply Stores	Yes	Yes	Yes	Yes	Yes	Yes
5532	Automotive Tire Stores	Yes	Yes	Yes	Yes	Yes	Yes
5533	Automotive Parts, Accessories Stores	Yes	Yes	Yes	Yes	Yes	Yes
5541	Service Stations (with or without ancillary services)	Yes	Yes	Yes	Yes	Yes	Yes
5542	Automated Fuel Dispensers	Yes	Yes	Yes	Yes	Yes	Yes
5551	Boat Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5561	Recreational and Utility Trailers, Camp Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5571	Motorcycle Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5592	Motor Home Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5598	Snowmobile Dealers	Yes	Yes	Yes	Yes	Yes	Yes
5611	Men's and Boy's Clothing and Accessories Stores	Yes	Yes	Yes	Yes	Yes	Yes
5621	Women's Ready-to-Wear Stores	Yes	Yes	Yes	Yes	Yes	Yes
5631	Women's Accessory and Specialty Shops	Yes	Yes	Yes	Yes	Yes	Yes
5641	Children's and Infant's Wear Stores	Yes	Yes	Yes	Yes	Yes	Yes
5651	Family Clothing Stores	Yes	Yes	Yes	Yes	Yes	Yes
5655	Sports Apparel, Riding Apparel Stores	Yes	Yes	Yes	Yes	Yes	Yes
5661	Shoe Stores	Yes	Yes	Yes	Yes	Yes	Yes
5681	Furriers and Fur Shops	Yes	Yes	Yes	Yes	Yes	Yes
5691	Men's and Women's Clothing Stores	Yes	Yes	Yes	Yes	Yes	Yes
5697	Tailors, Seamstress, Mending, and Alterations	Yes	Yes	Yes	Yes	Yes	Yes
5698	Wig and Toupee Stores	Yes	Yes	No	No	Yes	Yes
5699	Miscellaneous Apparel and Accessory Shops	Yes	Yes	Yes	Yes	Yes	Yes
5712	Furniture, Home Furnishings, and Equipment Stores, Except Appliances	Yes	Yes	Yes	Yes	Yes	Yes
5713	Floor Covering Stores	Yes	Yes	Yes	Yes	Yes	Yes
5714	Drapery, Window Covering and Upholstery Stores	Yes	Yes	No	No	Yes	Yes
5718	Fireplace, Fireplace Screens, and Accessories Stores	Yes	Yes	No	No	Yes	Yes
5719	Miscellaneous Home Furnishing Specialty Stores	Yes	Yes	Yes	Yes	Yes	Yes
5722	Household Appliance Stores	Yes	Yes	Yes	Yes	Yes	Yes
5732	Electronic Sales	Yes	Yes	Yes	Yes	Yes	Yes
5733	Music Stores, Musical Instruments, Piano Sheet Music	Yes	Yes	Yes	No	No	No
5734	Computer Software Stores	Yes	Yes	Yes	Yes	Yes	Yes
5735	Record Shops	Yes	Yes	No	No	No	No

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
5811	Caterers	Yes	Yes	No	No	No	No
5812	Eating places and Restaurants	Yes	Yes	Yes	Yes	Yes	Yes
5813	Drinking Places (Alcoholic Beverages), Bars, Taverns, Cocktail lounges, Nightclubs and Discotheques	Yes	Yes	No	No	No	No
5814	Fast Food Restaurants	Yes	Yes	Yes	Yes	Yes	Yes
5912	Drug Stores and Pharmacies	Yes	Yes	Yes	Yes	Yes	Yes
5921	Package Stores - Beer, Wine, and Liquor	Yes	Yes	No	No	Yes	Yes
5931	Used Merchandise and Secondhand Stores	Yes	Yes	No	No	Yes	Yes
5832	Antique Shops - Sales, Repairs, and Restoration Services	Yes	Yes	Yes	Yes	Yes	Yes
5933	Pawn Shops and Salvage Yards	Yes	Yes	No	No	No	No
5935	Wrecking and Salvage Yards	Yes	Yes	Yes	Yes	Yes	Yes
5937	Antique Reproductions	Yes	Yes	No	No	No	No
5940	Bicycle Shops - Sales and Service	Yes	Yes	Yes	Yes	Yes	Yes
5941	Sporting Goods Stores	Yes	Yes	Yes	Yes	Yes	Yes
5942	Book Stores	Yes	Yes	Yes	Yes	Yes	Yes
5943	Stationery Stores, Office and School Supply Stores	Yes	Yes	Yes	Yes	Yes	Yes
5944	Watch, Clock, Jewelry, and Silverware Stores	Yes	Yes	Yes	Yes	Yes	Yes
5945	Hobby, Toy, and Game Shops	Yes	Yes	Yes	Yes	Yes	Yes
5946	Camera and Photographic Supply Stores	Yes	Yes	Yes	Yes	Yes	Yes
5947	Card Shops, Gift, Novelty, and Souvenir Shops	Yes	Yes	Yes	Yes	Yes	Yes
5948	Leather Foods Stores	Yes	Yes	No	No	No	No
5949	Sewing, Needle, Fabric, and Price Goods Stores	Yes	Yes	No	No	Yes	Yes
5950	Glassware/Crystal Stores	Yes	Yes	No	No	No	No
5960	Direct Marketing- Insurance Service	Yes	Yes	No	No	No	No
5961	Mail Order Houses Including Catalog Order Stores, Book/Record Clubs (No longer permitted for U.S. original presentments)	Yes	Yes	No	No	No	No
5962	Direct Marketing - Travel Related Arrangements Services	Yes	Yes	No	No	No	No
5963	Door-to-Door Sales	Yes	Yes	No	No	No	No
5964	Direct Marketing - Catalog Merchant	Yes	Yes	Yes	Yes	Yes	Yes
5965	Direct Marketing - Catalog and Catalog and Retail Merchant	Yes	Yes	Yes	Yes	Yes	Yes
5966	Direct Marketing- Outbound Telemarketing Merchant	Yes	Yes	No	No	No	No
5967	Direct Marketing - Inbound Teleservices Merchant	Yes	Yes	No	No	No	No
5968	Direct Marketing - Continuity/Subscription Merchant	Yes	Yes	Yes	Yes	Yes	Yes
5969	Direct Marketing - Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
5970	Artist's Supply and Craft Shops	Yes	Yes	Yes	Yes	Yes	Yes
5971	Art Dealers and Galleries	Yes	Yes	Yes	No	Yes	Yes
5972	Stamp and Coin Stores - Philatelic and Numismatic Supplies	Yes	Yes	No	Yes	No	No
5973	Religious Goods Stores	Yes	Yes	No	No	No	No
5975	Hearing Aids - Sales, Service, and Supply Stores	Yes	Yes	No	No	No	No
5976	Orthopedic Goods Prosthetic Devices	Yes	Yes	No	No	No	No
5977	Cosmetic Stores	Yes	Yes	No	No	No	No
5978	Typewriter Stores - Sales, Rental, Service	Yes	Yes	Yes	Yes	Yes	Yes
5983	Fuel - Fuel Oil, Wood, Coal, Liquefied Petroleum	Yes	Yes	Yes	Yes	Yes	Yes
5992	Florists	Yes	Yes	No	No	No	No
5993	Cigar Stores and Stands	Yes	Yes	No	No	No	No
5994	News Dealers and Newsstands	Yes	Yes	No	No	No	No
5995	Pet Shops, Pet Foods, and Supplies Stores	Yes	Yes	Yes	No	Yes	Yes
5996	Swimming Pools - Sales, Service, and Supplies	Yes	Yes	Yes	Yes	Yes	Yes
5997	Electric Razor Stores - Sales and Service	Yes	Yes	No	No	No	No
5998	Tent and Awning Shops	Yes	Yes	Yes	Yes	Yes	Yes
5999	Miscellaneous and Specialty Retail Stores	Yes	Yes	Yes	Yes	Yes	Yes
6010	Financial Institutions - Manual Cash Disbursements	Yes	Yes	No	No	No	No
6011	Financial Institutions - Manual Cash Disbursements	Yes	Yes	No	No	No	No
6012	Financial Institutions - Merchandise and Services	Yes	Yes	No	No	No	No
6051	Non-Financial Institutions - Foreign Currency, Money Orders (not wire transfer) and Travelers Cheques	Yes	Yes	No	No	No	No
6211	Security Brokers/Dealers	Yes	Yes	No	Yes	No	No
6300	Insurance Sales, Underwriting, and Premiums	Yes	Yes	No	Yes	Yes	Yes
6381	Insurance Premiums, (no longer valid for first presentment work)	Yes	Yes	No	Yes	No	No
6399	Insurance, Not Elsewhere Classified (no longer valid for first presentment work)	Yes	Yes	No	Yes	No	No
7011	Lodging - Hotels, Motels, Resorts, Central Reservation Services (not elsewhere classified)	Yes	Yes	Yes	Yes	Yes	Yes
7012	Timeshares	Yes	Yes	Yes	No	No	No
7032	Sporting and Recreational Camps	Yes	Yes	No	No	No	No
7033	Trailer Parks and Camp Grounds	Yes	Yes	No	Yes	Yes	Yes
7210	Laundry, Cleaning, and Garment Services	Yes	Yes	No	No	No	No
7211	Laundry - Family and Commercial	Yes	Yes	No	No	No	No
7216	Dry Cleaners	Yes	Yes	Yes	No	Yes	Yes
7217	Carpet and Upholstery Cleaning	Yes	Yes	Yes	Yes	Yes	Yes
7221	Photographic Studios	Yes	Yes	No	No	Yes	Yes

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
7230	Barber and Beauty Shops	Yes	Yes	No	No	No	No
7251	Shop Repair Shops and Shoe Shine Parlors, and Hat Cleaning Shops	Yes	Yes	No	No	No	No
7261	Funeral Service and Crematories	Yes	Yes	No	No	No	No
7273	Dating and Escort Services	Yes	Yes	No	No	No	No
7276	Tax Preparation Service	Yes	Yes	No	No	Yes	Yes
7277	Counseling Service - Debt, Marriage, Personal	Yes	Yes	No	No	No	No
7278	Buying/Shopping Services, Clubs	Yes	Yes	Yes	Yes	Yes	Yes
7296	Clothing Rental - Costumes, Formal Wear, Uniforms	Yes	Yes	Yes	Yes	Yes	Yes
7297	Massage Parlors	Yes	Yes	No	No	No	No
7298	Health and Beauty Shops	Yes	Yes	No	No	No	No
7299	Miscellaneous Personal Services (not elsewhere classifies)	Yes	Yes	Yes	No	Yes	Yes
7311	Advertising Services	Yes	Yes	Yes	Yes	Yes	Yes
7321	Consumer Credit Reporting Agencies	Yes	Yes	Yes	Yes	Yes	Yes
7332	Blueprinting and Photocopying Services	Yes	Yes	Yes	Yes	Yes	Yes
7333	Commercial Photography, Art and Graphics	Yes	Yes	Yes	Yes	Yes	Yes
7338	Quick Copy, Reproduction and Blueprinting Services	Yes	Yes	Yes	Yes	Yes	Yes
7339	Stenographic and Secretarial Support Services	Yes	Yes	Yes	Yes	Yes	Yes
7342	Disinfecting Services	Yes	Yes	Yes	Yes	Yes	Yes
7342	Exterminating and Disinfecting Services	Yes	Yes	Yes	Yes	Yes	Yes
7349	Cleaning and Maintenance, Janitorial Services	Yes	Yes	Yes	Yes	Yes	Yes
7361	Employment Agencies, Temporary Help Services	Yes	Yes	Yes	Yes	Yes	Yes
7372	Computer Programming, Integrated Systems Design and Data Processing Services	Yes	Yes	Yes	Yes	Yes	Yes
7375	Information Retrieval Services	Yes	Yes	Yes	Yes	Yes	Yes
7379	Computer Maintenance and Repair Services, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
7392	Management, Consulting, and Public Relations Services	Yes	Yes	Yes	Yes	Yes	Yes
7393	Protective and Security Services - Including Armored Cars and Guard Dogs	Yes	Yes	Yes	Yes	Yes	Yes
7394	Equipment Rental and Leasing Services, Tool Rental, Furniture Rental, and Appliance Rental	Yes	Yes	Yes	Yes	Yes	Yes
7395	Photofinishing Laboratories, Photo Developing	Yes	Yes	Yes	Yes	Yes	Yes
7399	Business Services, Not Elsewhere Classified	Yes	Yes	Yes	Yes	Yes	Yes
7512	Car Rental Companies (Not Listed Below)	Yes	Yes	Yes	Yes	Yes	Yes
7513	Truck and Utility Trailer Rentals	Yes	Yes	Yes	Yes	Yes	Yes
7519	Motor Home and Recreational Vehicle Rentals	Yes	Yes	No	No	No	No
7523	Automobile Parking Lots and Garages	Yes	Yes	No	No	No	No
7531	Automotive Body Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7534	Tire Re-treading and Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7535	Paint Shops - Automotive	Yes	Yes	Yes	Yes	Yes	Yes
7538	Automotive Service Shops	Yes	Yes	Yes	Yes	Yes	Yes
7542	Car Washes	Yes	Yes	Yes	Yes	Yes	Yes
7549	Towing Services	Yes	Yes	No	No	No	No
7622	Radio Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7623	Air Conditioning and Refrigeration Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7629	Electrical And Small Appliance Repair Shops	Yes	Yes	Yes	Yes	Yes	Yes
7631	Watch, Clock, and Jewelry Repair	Yes	Yes	Yes	Yes	Yes	Yes
7641	Furniture, Furniture Repair, and Furniture Refinishing	Yes	Yes	Yes	Yes	Yes	Yes
7692	Welding Repair	Yes	Yes	Yes	Yes	Yes	Yes
7699	Repair Shops and Related Services -Miscellaneous	Yes	Yes	Yes	Yes	Yes	Yes
7829	Motion Pictures and Video Tape Production and Distribution	Yes	Yes	Yes	No	Yes	Yes
7832	Motion Picture Theaters	Yes	Yes	Yes	No	No	No
7841	Video Tape Rental Stores	Yes	Yes	No	No	No	No
7911	Dance Halls, Studios and Schools	Yes	Yes	No	No	No	No
7922	Theatrical Producers (Except Motion Pictures), Ticket Agencies	Yes	Yes	Yes	No	No	No
7929	Bands, Orchestras, and Miscellaneous Entertainers (Not Elsewhere Classified)	Yes	Yes	Yes	No	No	No
7932	Billiard and Pool Establishments	Yes	Yes	No	No	No	No
7933	Bowling Alleys	Yes	Yes	Yes	No	Yes	Yes
7941	Commercial Sports, Athletic Fields, Professional Sport Clubs, and Sport Promoters	Yes	Yes	Yes	No	No	No
7991	Tourist Attractions and Exhibits	Yes	Yes	No	No	No	No
7992	Golf Courses - Public	Yes	Yes	No	No	No	No
7993	Video Amusement Game Supplies	Yes	Yes	No	No	No	No
7994	Video Game Arcades/Establishments	Yes	Yes	No	No	No	No
7995	Betting (including Lottery Tickets, Casino Gaming Chips, Off-track Betting and Wagers)	Yes	Yes	No	No	No	No
7996	Amusement Parks, Carnivals, Circuses, Fortune Tellers	Yes	Yes	Yes	No	No	No
7997	Membership Clubs (Sports, Recreation, Athletic), Country Clubs, and Private Golf Courses	Yes	Yes	No	No	Yes	Yes
7998	Aquariums, Sea-aquariums, Dolphinariums	Yes	Yes	Yes	No	No	No
7999	Recreation Services (Not Elsewhere Classified)	Yes	Yes	Yes	No	No	No

MCC	MERCHANT TYPE	Control 1 (CPO1)	Control 2 (CPO2)	Control 3 (CPO3)	Control 4 (CPO4)	Control 5 (CPO5)	Control 6 (CPO6)
		Allowable?	Allowable?	Allowable?	Allowable?	Allowable?	Allowable?
8011	Doctors and Physicians (Not Elsewhere Classified)	Yes	Yes	No	No	No	No
8021	Dentists and Orthodontists	Yes	Yes	No	No	No	No
8031	Osteopaths	Yes	Yes	No	No	No	No
8041	Chiropractors	Yes	Yes	No	No	No	No
8042	Optometrists and Ophthalmologists	Yes	Yes	No	No	No	No
8043	Opticians, Opticians Goods and Eyeglasses	Yes	Yes	No	No	No	No
8044	Opticians, Optical Goods, and Eyeglasses (no longer valid for first presentments)	Yes	Yes	No	No	No	No
8049	Podiatrists and Chiropodists	Yes	Yes	No	No	No	No
8050	Nursing and Personal Care Facilities	Yes	Yes	No	No	No	No
8062	Hospitals	Yes	Yes	No	No	No	No
8071	Medical and Dental Laboratories	Yes	Yes	No	No	Yes	Yes
8099	Medical Services and Health Practitioners (Not Elsewhere Classified)	Yes	Yes	No	No	Yes	Yes
8111	Legal Services and Attorneys	Yes	Yes	Yes	Yes	Yes	Yes
8211	Elementary and Secondary Schools	Yes	Yes	Yes	Yes	Yes	Yes
8220	Colleges, Junior Colleges, Universities, and Professional Schools	Yes	Yes	Yes	Yes	Yes	Yes
8241	Correspondence Schools	Yes	Yes	Yes	Yes	Yes	Yes
8244	Business and Secretarial Schools	Yes	Yes	Yes	Yes	Yes	Yes
8249	Vocational Schools and Trade Schools	Yes	Yes	Yes	Yes	Yes	Yes
8299	Schools and Educational Services (Not Elsewhere Classified)	Yes	Yes	Yes	Yes	Yes	Yes
8351	Child Care Services	Yes	Yes	No	No	No	No
8398	Charitable and Social Service Organizations	Yes	Yes	Yes	Yes	Yes	Yes
8641	Civic, Fraternal, and Social Associations	Yes	Yes	Yes	Yes	Yes	Yes
8651	Political Organizations	Yes	Yes	Yes	Yes	Yes	Yes
8661	Religious Organizations	Yes	Yes	No	No	No	No
8675	Automobile Associations	Yes	Yes	No	No	No	No
8699	Membership Organizations (Not Elsewhere Classified)	Yes	Yes	Yes	Yes	Yes	Yes
8734	Testing Laboratories (non-medical)	Yes	Yes	Yes	Yes	Yes	Yes
8911	Architectural - Engineering and Surveying Services	Yes	Yes	Yes	Yes	Yes	Yes
8931	Accounting, Auditing, and Bookkeeping Services	Yes	Yes	Yes	Yes	Yes	Yes
8999	Professional Services (Not Elsewhere Defined)	Yes	Yes	Yes	Yes	Yes	Yes
9211	Court Costs, including Alimony and Child Support	Yes	Yes	Yes	Yes	No	No
9222	Fines	Yes	Yes	Yes	Yes	Yes	Yes
9223	Bail and Bond Payments	Yes	Yes	Yes	Yes	No	No
9311	Tax Payments	Yes	Yes	Yes	Yes	No	No
9399	Government Services (Not Elsewhere Classified)	Yes	Yes	Yes	Yes	Yes	Yes
9402	Postal Services - Government Only	Yes	Yes	Yes	Yes	Yes	Yes
9405	Intra - Government Transactions	Yes	Yes	Yes	Yes	Yes	Yes
9700	Automated Referral Service (For Visa Only)	Yes	Yes	Yes	Yes	Yes	Yes
9701	Visa Credential Service (For Visa Only)	Yes	Yes	Yes	Yes	Yes	Yes
9702	GCAS Emergency Services (For Visa Only)	Yes	Yes	Yes	Yes	Yes	Yes
9950	Intra - Company Purchases (For Visa Only)	Yes	Yes	Yes	Yes	Yes	Yes

Request for a New SunTrust Purchasing Card

Name of New Cardholder _____

New Cardholder's Email Address _____

New Cardholder's City Issued Employee ID # _____

Department Name _____

Position _____

Main Phone # (for fraud alerts) _____

Alternate Phone # (for fraud alerts) _____

Last 4 Digits of New Cardholder's SS # 99999-_____

Name of New Cardholder's First Supervisor and their employee ID # _____

Name of Second Supervisor and their employee ID# (Public Utilities Only) _____

Default GL Account # for Transactions (Ex: 001-1600-513-51-00) _____

Name of the Delegate and their employee ID# _____

Name of New Cardholder's Department Head _____

Signature of Department Head _____

Name of Person Submitting this Request _____

Date of Request _____

Finance Use Only

Print Name of Person Completing this Request _____

Control / Security Rule Assigned (Ex: CPO5) _____

Date Completed _____

Signature of Person Completing Request _____

Website Logon Information

User ID: _____

Initial Password: _____

Email sent with info: _____

Last 4 Digits of Account

_____

Revised [OTP 4.1.17]

Request for SunTrust Purchasing Card Access - Administrator

Name of New Cardholder/Employee	
New Cardholder/Employee Email Address	
New Cardholder/Employee City Issued Employee ID #	
Department Name	
Position	
Main Phone # (for fraud alerts)	
Alternate Phone # (for fraud alerts)	
Last 4 Digits of New Cardholder's SS # (Get with Heather in HR.)	n/a
Name of New Cardholder's First Supervisor and their employee ID #	n/a
Name of Second Supervisor and their employee ID# (Public Utilities Only)	n/a
Default GL Account # for Transactions (Ex: 001-1600-513-51-00)	n/a
Name of the Delegate and their employee ID#	n/a

Name of New Cardholder's Department Head	
Signature of Department Head	
Name of Person Submitting this Request	
Date of Request	

Finance Use Only

Print Name of Person Completing this Request	
Control / Security Rule Assigned (Ex: CPO5)	n/a
Date Completed	
Signature of Person Completing Request	

Website Logon Information

User ID: _____

Initial Password: _____

Email sent with info: _____

Last 4 Digits of Account

n/a

Revised [DMF 02.15.16]

Request for a New SunTrust ESP Login Only

Name of New Employee _____

New Employee's Email Address _____

New Employee's City Issued Employee ID # _____

Department Name _____

Main Phone # _____

P-Cards to Delegate to New Employee: _____

_____

_____

_____

_____

_____

_____

_____

Name of New Employee's Department Head _____

Signature of Department Head _____

Name of Person Submitting this Request _____

Date of Request _____

Finance Use Only

Print Name of Person Completing this Request _____

Control / Security Rule Assigned (Ex: CPO5) _____

Date Completed _____

Signature of Person Completing Request _____

Website Logon Information

User ID: _____

Initial Password: _____

Revised [OTP 04.01.17]

CITY OF PORT ORANGE
PURCHASING CARD

Receipt/Certification

Employee Name: _____

Department / Division: _____

Single Purchase Limit: $1,999.00 _____ 30-Day Limit: $10,000.00 _____
Not to Exceed Not To Exceed

Address for Billing: City of Port Orange
1000 City Center Circle
Port Orange, Fl. 32119

SunTrust Purchasing Card Number (Last 4 Digits Only): _____

New Card ○ Replacement Card ○ Replacement Card with new Expiration ○

Old Card Turned In ☐

I certify that I received the SunTrust Purchasing Card listed above and a copy of the City of Port Orange, Florida's Purchasing Card Procedures and that I understand and agree to the terms set forth therein. I agree that I will relinquish my SunTrust Purchasing Card to the City of Port Orange upon termination of employment, transfer, or when requested to do so. I understand that failure to use this Purchasing Card in accordance with all the rules and regulations may require relinquishing the card and may result in disciplinary action.

I UNDERSTAND THAT THIS PURCHASING CARD CANNOT BE USED FOR ANY PERSONAL USE AND ANY SUCH USE WILL REQUIRE IMMEDIATE REIMBURSEMENT AND WILL RESULT IN DISCIPLINARY ACTION WHICH MAY INCLUDE DISMISSAL.

Employee Signature: _____ Date: _____

Purchasing Dept. Signature: _____ Date: _____

Request for a Cancellation of SunTrust Purchasing Card

Name of Cardholder _____

Department Name _____

Cancellation Reason (check approriate reason):

Transfer to New Department in City _____

Card No Longer Needed _____

Termination of Employment with City _____

Destroyed Purchasing Card Attached (Yes/No): _____

Name of Cardholder's Department Head _____

Signature of Department Head _____

Name of Person Submitting this Request _____

Date of Request _____

Finance Use Only

Print Name of Person Completing this Request _____

Control / Security Rule Assigned (Ex: CPO5) _____

Date Completed _____

Signature of Person Completing Request _____

Website Logon Information

User ID: _____

Initial Password: _____

Email sent with info: _____

Last 4 Digits of Account

_____

Revised [DMF 02.15.16]

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (I37) Resolution No. 17-19 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-19.

SUMMARY: This Budget Resolution will handle the following transactions:

*$ 10,255 Countryside HOA Road Repair Cost Participation (Shenandoah Construction)
*$ 1,002 Police Forfeiture Settlements
*$ 7,750 Babe Ruth District Tournament
*$ 60,200 New Generator for Fire Station 71
*$ 31,597 Insurance Proceeds in Risk Management Fund
*$290,000 Dunlawton Street Light Improvement Project
*$ 3,396 Family Days Lakeside Exterior Storage Bldg Painting Cost Participation
*$ 10,500 Port Orange 150 Celebration
*$ 3,000 Intergovernmental Funds for Police Marine Unit
*$ 75,000 Used Ambulance and Equipment

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso No. 17-19 - Budget Appropriation	Reso. No. 17-19.pdf

Robin Fenwick	Created/Initiated - 03/29/2017
Tracey Riehm	Approved - 06/01/2017
Margaret Roberts	Approved - 06/06/2017
Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017

RESOLUTION NO. 17-19

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS TO BUDGET FOR BABE RUTH DISTRICT TOURNAMENT; EXTERIOR PAINTING OF LAKESIDE CENTER STORAGE FACILITY; FISCAL YEAR 2017 ACTIVITIES RELATED TO PORT ORANGE'S 150TH CELEBRATION; FUNDS RECEIVED FROM OTHER MUNICIPALITIES FOR LAW ENFORCEMENT MARINE UNIT; FUNDS RECEIVED FROM COUNTRYSIDE HOA FOR ROAD REPAIRS; ADDITIONAL CITY COST FOR DUNLAWTON SIDEWALK AND STREET LIGHTING IMPROVEMENT PROJECT; INSURANCE PROCEEDS RECEIVED; GENERATOR AT FIRE STATION 71; TO ACCOUNT FOR LAW ENFORCEMENT FORFEITURE SETTLEMENTS RECEIVED; AND TO FUND THE PURCHASE OF A USED AMBULANCE FOR FIRE RESCUE, SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for the Babe Ruth District Tournament that the City is hosting; and

WHEREAS, the City Council desires to budget for funds received from Family Days for the exterior painting of the Lakeside Center storage facility; and

WHEREAS, the City Council desires to budget for activities related to Port Orange's 150th Celebration to be held on November 4, 2017; and

WHEREAS, the City Council desires to budget for funds received from other municipalities for the Law Enforcement Marine Unit per an Inter-Local Agreement; and

WHEREAS, the City Council desires to budget for funds received from Countryside HOA for road repairs; and

WHEREAS, the City Council desires to budget additional funding needed for the Dunlawton Sidewalk and Street Lighting Improvement Project; and

WHEREAS, the City Council desires to budget for insurance proceeds received from mid-February through April; and

WHEREAS, the City Council desires to budget for the purchase of a new generator for Fire Station 71; and

WHEREAS, the City Council desires to budget for Law Enforcement forfeiture settlements received; and

WHEREAS, the City Council desires to budget for the purchase of a used Ambulance and equipment needed to put it into service; and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. 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 projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2016 through September 30, 2017.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected 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. This resolution shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Composite Exhibit A **Resolution No. 17-19**

FY2017 **General Fund 001**
Prepared: **May 25, 2017**
Finance: **Cynthia Burgess**

		Budget Increase / (Decrease)
Revenues:		
Charges for Service	$	18,250
Miscellaneous Revenue		3,396
Intergovernmental		3,000
Appropriated Equity		75,000
Total Revenues:	**$**	**99,646**

Expenditures:		
Culture Recreation	$	21,646
Public Safety		3,000
Transfer to Lease and Replacement Fund 505		75,000
Total Expenditures:	**$**	**99,646**

*Budget for Babe Ruth District Tournament hosted by the City of Port Orange.
*Budget for funds received from Family Days for the exterior painting of Lakeside Center storage facility.
*Budget for FY2017 activities related to Port Orange 150th Celebration on November 4, 2017.
*Budget for funds received from other municipalities for the Law Enforcement Marine Unit as per Inter-local agreement.
*Transfer funds to the 505 Fund - Lease and Replacement to fund a used Ambulance for Fire.

Composite Exhibit A **Resolution No. 17-19**

FY2017 **Capital Projects Fund 301**
Prepared: **May 25, 2017**
Finance: **Cynthia Burgess**

		Budget Increase / (Decrease)
Revenues:		
Miscellaneous	$	10,255
Appropriated Equity		290,000
Total Revenues:	**$**	**300,255**
Expenditures:		
Transportation	$	300,255
Total Expenditures:	**$**	**300,255**

*Budget for funds received from Countryside HOA for road repairs, City Project POL042.
*Budget for additional City costs related to construction of Dunlawton Sidewalk and Street Lighting Improvement Project AIO016.

Composite Exhibit A **Resolution No. 17-19**

FY2017 **Risk Management Fund 504**
Prepared: **May 25, 2017**
Finance: **Cynthia Burgess**

		Budget Increase / (Decrease)
Revenues:		
Insurance Proceeds	$	31,597
Total Revenues:	**$**	**31,597**
Expenditures:		
Non-Departmental	$	31,597
Total Expenditures:	**$**	**31,597**

*To budget for insurance proceeds received from mid-February through April.

Composite Exhibit A **Resolution No. 17-19**

FY2017 **Lease and Replacement Fund 505**
Prepared: **May 25, 2017**
Finance: **Cynthia Burgess**

		Budget Increase / (Decrease)
Revenues:		
Transfer from General Fund 001	$	75,000
Total Revenues:	**$**	**75,000**
Expenditures:		
Capital Outlay - Vehicle	$	75,000
Total Expenditures:	**$**	**75,000**

*To budget for funds transferred in from the General Fund 001 to purchase a used Ambulance and the equipment needed to put it into service.

Composite Exhibit A **Resolution No. 17-19**

FY2017 **Building Maintenance Fund 506**
Prepared: **May 25, 2017**
Finance: **Cynthia Burgess**

	Budget Increase / (Decrease)
Revenues:	
Appropriated Equity	60,200
Total Revenues:	**$ 60,200**
Expenditures:	
Building Maintenance	60,200
Total Expenditures:	**$ 60,200**

*To fund the emergency purchase of a new generator for Fire Station 71, City Project OBM011.

Composite Exhibit A **Resolution No. 17-19**

FY2017 **Police Forfeiture Fund 607**
Prepared: **May 25, 2017**
Finance: **Cynthia Burgess**

	Budget Increase / (Decrease)
Revenues:	
Transfer from Fund 608	1,002
Total Revenues:	**$ 1,002**
Expenditures:	
Public Safety	1,002
Total Expenditures:	**$ 1,002**

*To budget law enforcement forfeiture settlements received.

Composite Exhibit A **Resolution No. 17-19**

FY2017 **Police Property & Evidence Fund 608**
Prepared: **May 25, 2017**
Finance: **Cynthia Burgess**

	Budget Increase / (Decrease)
Revenues:	
Appropriated Equity	1,002
Total Revenues:	**$ 1,002**
Expenditures:	
Public Safety - Transfer to 607 Fund	1,002
Total Expenditures:	**$ 1,002**

*To budget law enforcement forfeiture settlements received.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: Yes

SUBJECT: (I38) License Agreement – Lot 33, Laurelwood Mobile Estates Unit III

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to deny the application for license agreement and direct the applicant to restore the surface to its preexisting condition.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the Greenfield Drive right-of-way frontage of Lot 33, Laurelwood Mobile Estates Unit III. The property owners have made this application in connection with a code compliance case concerning a gray concrete sealer product they applied to the right-of-way driveway apron and the included portion of sidewalk.

The property owners decided to submit their application even though they were advised that the City does not have a history of allowing the sealing or painting of driveway aprons or sidewalks located within the City's right-of-way. They were also advised that this was the first instance of this type of improvement to be presented to City Council.

City Council most recently took the position that the sidewalks located in the City's rights-of-way should not be replaced by alternate surfaces (i.e. pavers), by its adoption of Resolution 17-23. This position was consistent with staffs concerns regarding the potential liability issues associated with improvements affecting sidewalks. Staff would recommend broadening this policy directive to prohibit all improvements affecting the sidewalk area of the City's rights-of-way. This policy would enable staff to consistently process these types of requests in the future.

Although this particular improvement does not appear to present significant increase in risk based on staff's review of the site and consultation with the City's insurance carrier; sealers and paints, as well as pavers and other alternate services may increase the risk of trip/slip-and-fall cases – one of the leading area of claims made against the City. Thus, in order to remain consistent with the City's policy related to the installation of pavers, and in order to minimize the potential risks associated with similar requests to modify or make improvements to the City's sidewalk, staff is recommending denial of this request.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	laurelwood3 aerial	laurelwood3 aerial.pdf

2.	laurelwood3 drawing	laurelwood3 drawing.pdf
3.	laurelwood3 legal	laurelwood3 legal.pdf
4.	laurelwood3 specs and photo	laurelwood3 specs and photo.pdf
5.	laurelwood3 location	laurelwood3+location.pdf

Chip Glor	Created/Initiated - 06/01/2017
Wayne Clark	Approved - 06/07/2017
Matthew Jones	Approved - 06/07/2017
Jake Johansson	Approved - 06/07/2017
Robin Fenwick	Final Approval - 06/07/2017



Google earth

feet 100
meters 30

Boundary Survey

LEGAL DESCRIPTION: LOT 33, LAURELWOOD MOBILE ESTATES UNIT III, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 35, PAGE 13, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

766 GREENFIELD DRIVE
PORT ORANGE, FL.

EXHIBIT "A"

SOUTHERN TITLE HOLDING COMPANY, LLC.

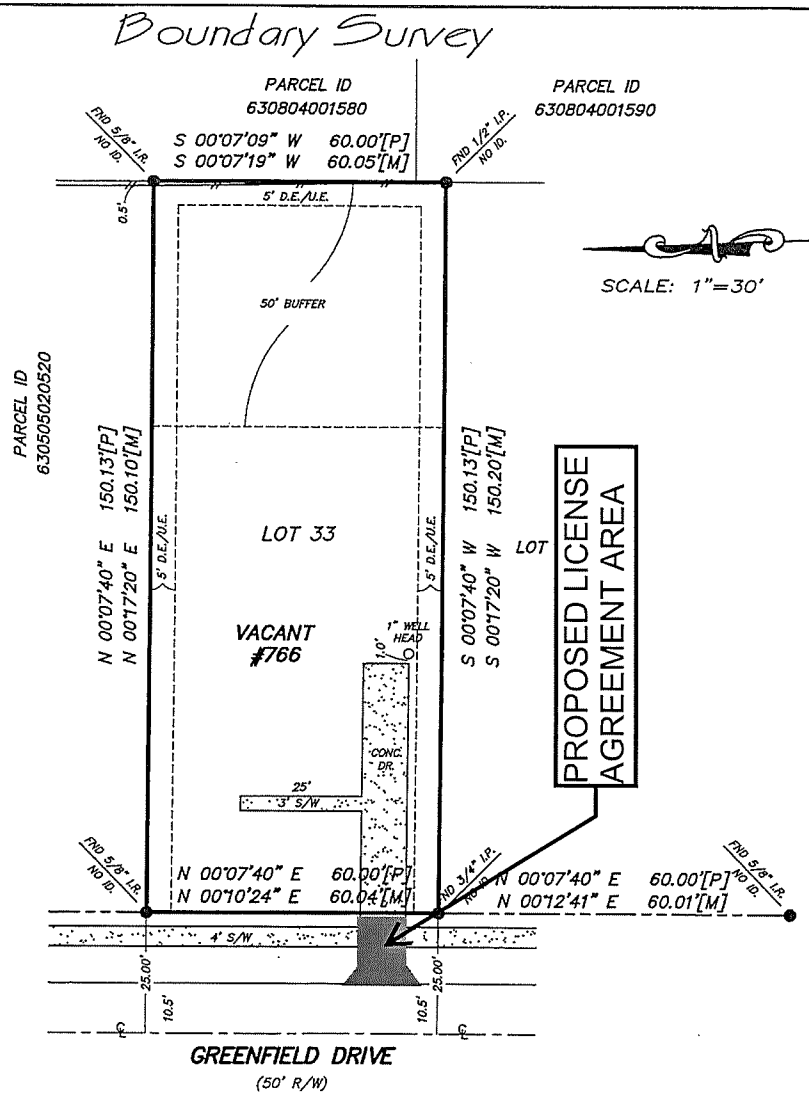
long Surveying, Inc.
"Specializing in Residential Surveying"
LB No. 7371
143 Villa Di Este Terrace #113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

DRAWN BY:	CHECKED BY:
GR	BRETT

CERTIFIED TO:
JACK B. WHEELER & MARIA D. WHEELER
SOUTHERN TITLE HOLDING COMPANY, LLC.
STEWART TITLE GUARANTY COMPANY

COMMUNITY NO:		
120313		
PANEL:	SUFFIX:	F.I.R.M. DATE:
0369	H	02/19/14
FLOOD ZONE:		
X		

SURVEY NO.	FIELD DATE:
56028	05/16/14



SCALE: 1"=30'

A/C – AIR CONDITIONER
Δ – CENTRAL ANGLE
BLK – BLOCK
C.B. – CHORD BEARING
C.B.S. – CONCRETE BLOCK STRUCTURE
C.M. – CONCRETE MONUMENT
CONC. – CONCRETE
D – DEED
D.E. – DRAINAGE EASEMENT
E – EAST
F.F.E. – FINISHED FLOOR ELEVATION
FND – FOUND
ID. – IDENTIFICATION
I.P. – IRON PIPE
I.R. – IRON ROD
I.R.C. – IRON ROD & CAP
L – ARC LENGTH
L.B. – LAND SURVEYING BUSINESS
L.S. – LAND SURVEYOR
M – MEASURED
N – NORTH
N&D – NAIL AND DISK
P – PLAT
P.C. – POINT OF CURVATURE
P.C.C. – POINT OF COMPOUND CURVATURE
P.C.P. – PERMANENT CONTROL POINT
P.L. – PROPERTY LINE
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.O.L. – POINT ON LINE
P.R.C. – POINT OF REVERSE CURVE
P.R.M. – PERMANENT REFERENCE MONUMENT
P.T. – POINT OF TANGENT
R – RADIUS
R/W – RIGHT OF WAY
S/W – SIDEWALK
S – SOUTH
U.E. – UTILITY EASEMENT
W – WEST
W.F.S. – WOOD FRAME STRUCTURE
O – SET 1/2" I.R.C. PSM LB#7371

RIGHT-OF-WAY LINE
℄ CENTERLINE
BARB WIRE FENCE
WOOD FENCE
CHAIN LINK FENCE
PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GREENFIELD DRIVE BEING N 00°07'40" E PER PLAT

NOTES:
1) This survey is based on the legal description as provided by the Client
2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
3) Do not reconstruct property lines from building ties
4) No footing or overhangs have been located except as shown
5) No improvements or utilities have been located except as shown
6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JON M. SHOEMAKER P.S.M. NO. 5144

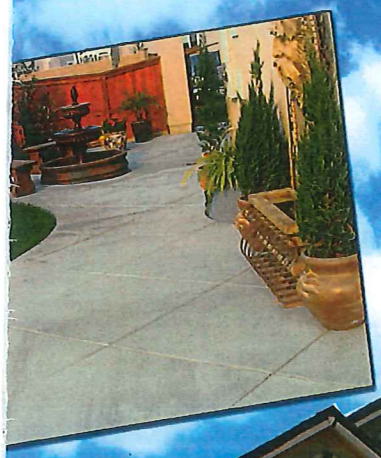
EXHIBIT “B”

LEGAL DESCRIPTION:

Lot 33, Laurelwood Mobile Estates Unit III, as per the plat recorded in Map Book 35, Page 13, Public Records of Volusia County, Florida.

RICHARD'S PAINT ®





Floor Coating & Sealer Products



FOR RESIDENTIAL AND COMMERCIAL APPLICATIONS

BONDCRETE

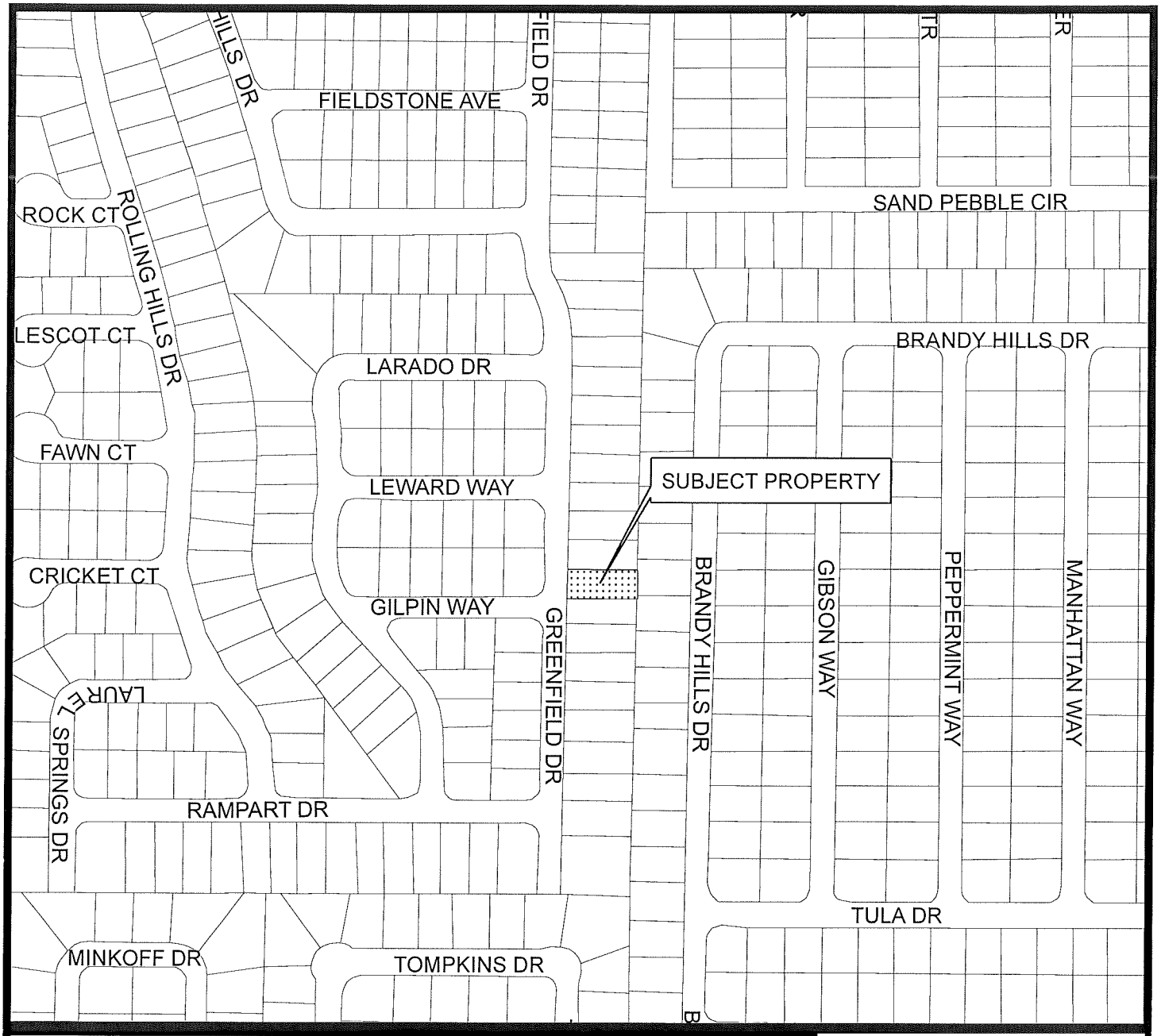
Concrete Waterproofer / Sealer *500 series*

- Special Solution Acrylic Formula
- Penetrates, Seals & Waterproofs
- Applies Easily & Fast Drying
- Resists Fading, Chipping & Peeling
- Repels Water & Oil Intrusion
- Superior Coverage
- Weather Resistant
- Wear Resistant
- Pleasing Low Sheen



SUSSEX GRAY

Deck Guard	#4220
Step Guard	#4620
Driveway & Floor	#4520
BondCrete	# 520



Case No.: 17-97500010

Applicants: Jack B. Wheeler andMarie D. Wheeler, property owners

Location: Lot 33, Laurelwood Mobile Estates Unit III; 766 Greenfield Drive

Requested Action: To deny the application for license agreement and direct the applicant to restore the surface to its preexisting condition.

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (I39a) First Reading - Ordinance No. 2017-21 -Revision to Section 2-240- Utility billing, delinquent accounts, liens and adjustments

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-21.

SUMMARY: Ordinance No. 2017-21 revises Section 2-240 of the City's Code of Ordinances to incorporate Council guidance on utility billing and allow for advances in water meter technology. These revisions work in concert with Resolution No. 17-21 - Utility Billing to allow for:

* Refunds of deposits for residential customers in good standing
* Revisions to sewer charge adjustments related to swimming pool fills
* City Manager authorization to adjust for billing when required due to administrative reasons.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-21	Ord. No. 2-240 Amendment - 6.9.17.pdf

Tracey Riehm	Created/Initiated - 05/09/2017
Tracey Riehm	Approved - 06/09/2017
Matthew Jones	Approved - 06/09/2017
Jake Johansson	Approved - 06/09/2017
Robin Fenwick	Final Approval - 06/09/2017

ORDINANCE 2017-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING SECTION 2-240 RELATED TO UTILITY AND MISCELLANEOUS SERVICES BILLING, ADJUSTMENTS, DELINQUENT ACCOUNTS AND LIENS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need for an efficient and uniform operation regarding billing for utilities and other miscellaneous services provided by the City of Port Orange; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED 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 amends Section 2-240 of the Code of Ordinances to read as follows:

Sec. 2-240. - Utility billing, delinquent accounts, liens and adjustments.

(a) Except as otherwise provided in this Code, bills for city services shall be rendered monthly and shall be due when rendered. A $10.00 penalty shall be assessed on all bills paid later than 30 days after the due date.

(b) If the fees, rates or charges for city services billed to the owner of property served by such city services are not paid as and when due and remain unpaid for 40 days or more after the due date, any unpaid balance thereof, together with interest at the rate of one percent per month on the entire past due balance~~, from the due date,~~ shall be a lien on any lands or premises affected or served thereby. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person, except the lien of state, county and municipal taxes, and shall be on a parity with the lien of such state, county and municipal taxes. If any such fee, rate or charge is not paid as and when due and is in default for 40 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for foreclosure of mortgages on real property.

(c) The lien against property owners billed annually on the non-ad valorem assessment bill shall be enforced for failure to pay, through the same manner as a levy and ad

valorem tax sale. In the event of such action, the city or its agents shall be entitled to recover all court costs and reasonable attorney fees for such collection.

(d) In the case that a tenant in possession of any premises or buildings shall pay such charges, it shall relieve the land owner from such obligation and lien; but the city shall not be required to look to any person whatsoever other than the owner for the payment of such charges. No changes of ownership or occupation shall affect the application of this article, and the failure of any owner to learn that he purchased property against which a lien for utility fees exists shall in no way affect his responsibility for such payment.

(e) In addition to any other remedies or penalties provided by this or any other ordinance of the city, failure of any user of city utilities within the city to pay such charges promptly when due shall subject such user to discontinuance of utility services where the charges have accrued, without notice to the occupants of such premises, and the service shall not be reconnected until all charges are paid to the city in cash, money order, certified or cashier's check.

(f) *Utility billing adjustment credits.* Adjustment credits may be issued by the city pursuant to this subsection. Such credits shall be reviewed and approved by the finance director or his or her designee.

(1) *Swimming pool fill.* A reduction to a customer's sewer charges shall be authorized up to twice in any twelve-month period for swimming pool fills under the following circumstances:

a. The actual consumption for the fill is documented by meter readings conducted by city staff before and after the fill takes place. The City shall assess a service charge established by the rate resolution if field work is required to conduct the pre- and post-meter readings; or

b. The swimming pool fill is documented with the presentation of a certification from a pool installer or repairman on the company's letterhead detailing the date of installation or repair and an estimate of the amount of water added to the pool. The certification shall be reviewed against the actual metered consumption so that the customer's adjusted sewer billing is ~~at or above the average monthly billing. When no third party verification is possible, a pool fill sewer adjustments shall be performed if the customer requests a pre- and post-pool fill meter reading to determine the actual consumption. The city may assess a service charge established by the utility rate resolution for performing these two meter readings which shall offset the amount of the sewer credit~~ not less than the average monthly billing over the previous twelve months.

(2) *Leaks.* A customer shall be eligible for a credit as the result of a leak up to twice in any twelve month-period under the following circumstances:

a. If the leak occurs either between the meter or the backflow device and the customer's house or inside the house, the customer shall ~~will~~ be eligible for a credit against the sewer charges upon presentation of sufficient ~~a third party~~ verification of the leak. Water leakage must not have entered the

sewer system in order to be eligible for the credit. Credit cannot reduce sewer charges ~~usage~~ lower than the average monthly billing for ~~highest~~ sewer usage during the previous 12 months, and said credit shall apply to up to two billing cycles within any twelve-month period. Acceptable verification shall consist of a bill or letter from a plumber on the company's letterhead describing the type and location of the leak, receipts for repair materials or photos. If the leak is originally identified by a city employee, the employee's statement may be substituted for the plumber's verification. If the leak is discovered and repaired by the property owner, then the owner shall submit documentation evidencing ~~evincing~~ the leak detection and repair in a format acceptable to the city in order to be eligible for an adjustment.

b. If the leak occurs at the meter or between the meter and a backflow device, the customer will be eligible for a credit against both the water and sewer charges upon presentation of sufficient ~~third party~~ verification as described above.

(3) *Extraordinary consumption.* If a customer's monthly consumption exceeds the average ~~highest~~ reading from the previous 12 months by 300 percent or more and the following month returns to the average consumption of the previous 12 months, the customer shall be eligible for a credit against the sewer charges as provided for leaks in subsection (f) above. Such credit shall be granted following a second month's billing after the extraordinary consumption to verify that the reading is a one-time event. If ~~In the event that~~ the one-time extraordinary consumption event spans two billing cycles, the adjustment shall be applied proportionally to each of the two billing cycles.

(4) *Administrative Adjustment.* The City Manager or his or her designee is authorized to credit a customer's monthly utility account up to $50.00 in any twelve-month period under the following circumstances:

a. The adjustment is warranted due to a billing error made by the City.

b. The customer inadvertently transposes one or more numbers while making a payment resulting in a late payment penalty.

c. The customer inadvertently pays the previous month's statement balance resulting in a late payment penalty.

SECTION 2. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of this ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin Fenwick, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Deputy City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/20/2017

Consent item: No

SUBJECT: (I39b) Resolution No. 17-21 - Utility Billing Resolution

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-21.

SUMMARY: Resolution No. 17-21 incorporates Council's guidance regarding utility billing practices and accounts for improvements in technology. The Resolution includes:

- Refunds of deposits for residential customers in good standing
- Revised language regarding meter tampering to allow for due process
- Revisions to sewer charge adjustments related to swimming pool fills
- Ability to remove rounding convention upon pending software revisions
- Standardization of adjustment calculations

The Resolution does not change charges or fees. This Resolution is effective September 1, 2017 which allows time for three pending Ordinance changes.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 17-21	Utility+Billing+Reso+17-21+MJJ+5th+Round+6.13.17.pdf
2.	Reso 14-82 (will be superceded)	Resolution #14-82.pdf
3.	Reso 15-21 (will be superceded)	Reso 15-21.pdf

Tracey Riehm	Created/Initiated - 05/02/2017
Tracey Riehm	Approved - 06/13/2017
Matthew Jones	Approved - 06/13/2017
Jake Johansson	Approved - 06/14/2017
Robin Fenwick	Final Approval - 06/14/2017

RESOLUTION NO. 17-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING AND ADOPTING UTILITY SERVICE FEES, RATES AND CHARGES AND REVISED PROCESSES, ESTABLISHING SCHEDULE OF MONTHLY WATER CHARGES; ESTABLISHING SCHEDULE OF MONTHLY SEWER CHARGES; ESTABLISHING CHARGES AND RATES FOR RECLAIMED WATER SYSTEM; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, the City Council has determined that the rates reflected herein are fair and equitable and necessary to fund the proper operation of the City's utility systems; and

WHEREAS, the City Council finds that adjustments are necessary to clarify existing guidance and account for advances in technology.

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 adopts the following utility fee resolution.

PART A – DEVELOPMENT AND GROWTH RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service

The Development Fees shall be as follows:

A. Inside City Limits:

1. For each equivalent living unit connected to the system (including: single family or multiple family on a public or private utility systems):

Water Service Development Fee	$ 1,555.00
Sewer Service Development Fee	$ 1,540.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

Water Service Development Fee	$ 622.00
Sewer Service Development Fee	$ 616.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee — $ 1,555.00 per equivalent living unit plus an amount computed as follows:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0 – 15	$ 0.00	0
16 – 30	103.67	15
31 & Above	77.75	30

Sewer Service Development Fee — $ 1,540.00 per equivalent living unit plus the following amount:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0 – 15	$ 0.00	0
16 – 30	102.67	15
31 & Above	77.00	30

B. Outside City Limits:

1. For each equivalent living unit connected to the system (Including: single family or multi-family for a public or private utility systems):

Water Service Development Fee	$ 1,805.00
Sewer Service Development Fee	$ 1,868.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

Water Service Development Fee	$ 722.00
Sewer Service Development Fee	$ 747.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee — $ 1,805.00 per equivalent living unit plus the following amount:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0 – 15	$ 0.00	0
16 – 30	120.33	15
31 & Above	90.25	30

Sewer Service Development Fee $ 1,868.00 per equivalent living unit plus the following amount:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0 – 15	$ 0.00	0
16 – 30	124.53	15
31 & Above	93.40	30

C. City of Daytona Beach Shores: (Treatment Only)

1. For each equivalent living unit connected to the system (including: single-family and multi-family for public or private utility systems):

   Sewer Service Development Fee $956.00

2. For each motel, hotel, commercial or industrial use connected to the system:

   Sewer Service Development Fee $956.00 per equivalent living unit plus the following amount:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0 – 15	$ 0.00	0
16 – 30	63.73	15
31 & Above	47.80	30

Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this resolution shall be subjected to a Development Fee computed in accordance with the foregoing criteria.

Section 3. Connection Charges for Water Service - Potable & Reclaimed

Connection Charges

Connection charges are not refundable and are due and payable prior to connection or reconnection to the utility system.

A. Inside City Limits:

The following charges shall be required for each connection made to the utility system inside the City limits:

METER SIZE		CONNECTION CHARGE POTABLE	CONNECTION CHARGE RECLAIMED/IRRIGATION
3/4	inch	$ 605.00	$ 605.00
1	inch	825.00	825.00
1 1/2	inch	980.00	980.00
2	inch	1,905.00	1,535.00
3	inch or larger	425.00 + actual material & labor	

B. Outside City Limits:

The following charges shall be required for each connection made to the water system outside of the City limits.

METER SIZE		CONNECTION CHARGE POTABLE
3/4	inch	$ 755.00
1	inch	1,030.00
1 1/2	inch	1,225.00
2	inch	2,380.00
3	inch or larger	530.00 + actual material & labor

If a pressure main tap is required to complete connection, the pressure main tapping charge set forth in Section 12 of this Resolution shall be added to the connection charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.

Section 4. Connection Charges for Sewer Service

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of $1,400.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGES

Section 5. Application and Deposits for Service

A. Primary Utility Meter Deposit

Requests for new utility service shall be processed in accordance with Section 74-33(d) of the Code of Ordinances. The Finance Director shall waive deposits for property owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months.

Upon the City becoming aware that a customer is deceased, the name on the account shall be changed to "Estate of [name of deceased]" and the deposit shall be applied to the account. For estates where there are multiple owners or tenants listed on the property deed or lease, the deposit may be transferred to a new account in the name of a surviving co-owner or co-tenant, upon request.

In cases of divorce requiring a change of accountholder, a new deposit shall be required unless the court instructs otherwise.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:

METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	$ 100.00	$ 175.00
1 inch	200.00	350.00
1 1/2 inch	300.00	525.00
2 inch	760.00	1,330.00
3 inch	1,050.00	1,838.00
4 inch	1,400.00	2,450.00
6 inch	3,500.00	6,125.00
8 inch	4,200.00	7,350.00
10 inch	6,000.00	10,500.00

B. DEPOSITS IN ADDITION TO PRIMARY METER – AT SAME ADDRESS
In addition to the primary meter above an additional deposit will be required for an additional reclaimed or potable meter.

ADDITIONAL METER DEPOSITS ARE AS FOLLOWS:

METER SIZE	OWNER OF PROPERTY	TENANT
3/4 inch	$ 35.00	$ 80.00
1 inch	70.00	160.00
1 1/2 inch	105.00	240.00
2 inch	266.00	608.00
3 inch	367.50	840.00
4 inch	490.00	1,120.00

C. Multiple Property Ownership – Single Customer – Shared Deposit – The following minimum deposit for utility (potable water and reclaimed) service shall be required for each customer owning multiple properties (in addition to Section 5A) serviced by a 3/4 – Inch meter or owning one (1) parcel of rental property serviced by multiple meters:

NUMBER OF UNITS OR METERS	MINIMUM DEPOSIT
Three (3) or less	$100.00
Four (4) or more	$100.00 plus $35.00 for each additional unit or meter over (3)

D. Customers who have been processed for disconnection for non-payment two times within a twelve-month period, or have a credit history evidencing delinquent payments on their accounts, will be required to pay an additional deposit equal to two (2) months average invoice, averaged over the previous 12 months. All accounts processed for discontinuation of service for non-payment shall be required to pay the reconnect service charge in Section 7 below whether service has been interrupted or not.

E. The application for service shall require a valid driver's license or State of Florida issued identification card and either proof of ownership or a valid lease agreement. A W-9 is required for all accounts establishing service in a business name. Should an applicant refuse to provide valid identification, the customer will be refused utility service.

F. The deposits outlined in this section apply to all residential and commercial property owners and shall be refunded if a change of ownership can be verified. Deposits for residential owners who have maintained a current account and have not been charged late fees or processed for a shut-off in the previous 36 months shall be applied to future utility bills upon request by the residential owner.

G. For Licensed Real Estate Agents, deposits will be calculated in accordance with subsection C above, however, once a Licensed Real Estate Agent has reached a total deposit of two thousand dollars ($2,000.00), no additional deposit will be required if all the Licensed Real Estate Agent's accounts with the City remain current and have not been charged late fees or processed for a shut-off in the previous 36 months. Should any of the Licensed Real Estate Agent's accounts become delinquent, the two thousand dollar ($2,000.00) cap shall not apply and all deposits otherwise due will immediately become due and owing.

Section 6. Portable Water Meter Charges

A. Portable Water Meters – Upon receipt of the meter, the customer will pay a $1,275.00 security deposit plus a hydrant meter charge of $225.00. Upon return of the meter in good working condition, the individual or firm will receive a refund of $1,275.00 less any outstanding charges and fees.

All portable meters must be read or usage reported monthly and charged a standard inside commercial water rate based on the meter size plus a $25.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read or to email the meter shop a photo of the face of the meter showing the reading and register number.

Under special circumstances that include semi-permanently installed meters, and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to contact the City to request the meter to be read on a monthly basis, the meter shall be returned to the City and the customer shall be required to pay the hydrant meter charge of $225.00 and any additional outstanding sums in order to renew service.

Any damage to a portable meter will be addressed in accordance with Section 74-36(b) of the Code of Ordinances.

Section 7. Account Service Charges

A. There will be a $40.00 service charge for a new account or reconnect to turn-on water where connection to the water system and installation of a meter has previously been made. The charge is not applicable to the original connection to the water system and installation of a meter.

B. There will be an $80.00 service charge for a new account or reconnect requiring unscheduled service after regular business hours as defined in Section 8B below, or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.

C. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply per service call.

D. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.

E. As defined in Section 812.14 of the Florida Statutes or Section 74-40 of the City's Code of Ordinances, tampering with a utility meter is prohibited. The fine amount for tampering in violation of Section 74-40 shall be $105.00.

Section 8. Extraordinary Service Call Charges

A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum $40.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.

B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 3:00 p.m., Monday through Friday shall require a $105.00 service charge together with the additional charges set forth in Paragraph A of this section.

C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance. Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 a.m. to 3:30 p.m.

Section 9. Meter Test Charges

A. Bench Test

There shall be a $105.00 service charge for customers requesting a meter bench test for accuracy on a 3/4-inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially inaccurate shall be construed to mean a deviation greater than two and one-half percent (2-1/2%) from perfect registration.

B. Meter Check – At Service Location

There will be a $20.00 service charge for a customer ordered meter check after information has been provided regarding consumption. If the reading is found to be in error or the meter is not functioning properly then this charge will not be assessed.

Section 10. Swimming Pool Service Charges

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge may be given for the amount of water used to fill the swimming pool when requested within twelve months of the pool being filled in accordance with Section 2-240 of the Code of Ordinances. There shall be one $40.00 service charge for reading the water meter, if applicable, immediately before and after the pool is filled.

Section 11. Backflow Inspection/Testing Charge

All owners of non-single family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional in accordance with the City's Cross Connection Control Manual. Certified test results are to be provided to the City immediately thereafter. There shall be a monthly charge of $2.92 for inspection and testing of each single family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges

The following minimum charges shall apply for approved taps into existing pressure mains and/or sewer manhole coring (potable water main, sewer force main, reclaimed water main, and gravity sewer):

TAP SIZE	PRESSURE MAIN	SEWER MANHOLE CORING
1 inch	$ 300.00	N/A
2 inch	340.00	N/A
4 inch	560.00	$ 780.00
6 inch	560.00	780.00
8 inch	560.00	780.00
10 inch	615.00	990.00
12 inch	670.00	1,195.00

The above charges do not include jacking and boring, crossing of City streets, related restoration, permitting, and valves and/or related parts. If extenuating circumstances exist, additional tapping charges may apply.

Section 13. Fire Hydrant Maintenance Charges

A. There shall be a monthly maintenance charge of $9.00 for each privately owned fire hydrant located within the City limits and outside of public right-of-way or public utility easements.

B. There shall be a monthly maintenance charge of $11.25 for each privately owned fire hydrant located outside the City limits and outside of public right-of-way or public utility easements when served by the City's water distribution system.

Section 14. Fire Sprinkler System Charges

A. Single-Family Residential and Multi-Family Residential

1. Fire sprinkler systems with demand requiring a service size of two inches (2") or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution.

2. Fire sprinkler systems requiring a service size larger than two inches (2") may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section.

B. Motel, Hotel, Commercial and Industrial

Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 15 and Section 16 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this Section.

C. New Fire Sprinkler Service Installations

Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution. The required backflow prevention device shall be charged for annual testing in accordance with Section 11.

D. Monthly Charges for Unmetered Fire Sprinkler Systems

The following charges shall apply for all unmetered water sprinkler systems for fire protection; and billed monthly as follows:

SERVICE SIZE	INSIDE CITY	OUTSIDE CITY
2 inch	$ 4.40	$ 5.50
3 inch	8.25	10.31
4 inch	13.75	17.19
6 inch	27.50	34.38
8 inch	44.00	55.00
10 inch	63.25	79.06
12 inch	118.25	147.81

PART C – WATER AND SEWER CONSUMPTION CHARGES

Section 15. Schedule of Monthly Water Charges

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings. If connection is required pursuant to Section 74-31, Code of Ordinances, City of Port Orange, Florida, water service is deemed available for use.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charges shall be $9.90 for each unit plus usage billed as follows:

Usage:		
Block 1	(0 – 2,000 gallons)	$ 1.48 per thousand gallons
Block 2	(2,001 – 12,000 gallons)	3.88 per thousand gallons
Block 3	(12,001 – 18,000 gallons)	6.70 per thousand gallons
Block 4	(18,000 + gallons)	10.72 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $12.38 for each unit plus usage billed as follows:

Usage		
Block 1	(0 – 2,000 gallons)	$ 1.85 per thousand gallons
Block 2	(2,001 – 12,000 gallons)	4.85 per thousand gallons
Block 3	(12,001 – 18,000 gallons)	8.38 per thousand gallons
Block 4	(18,000+ gallons)	13.40 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

B. Multi- Family Residential – (Apartment, Condominium, Time-share Resort and Mobile Home Park using a public or private utility system with Master Meter).

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $9.90 for each equivalent living unit plus usage billed at $3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $12.38 for each equivalent living unit plus usage billed at $4.01 per thousand gallons.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings

with master meters will be billed, as described in paragraph B.1. or paragraph B.2. of this section, on the unit basis after the Certificate of Occupancy is issued.

4. Multi-family residential properties with individual meters shall be billed at the single-family rates established in Section 15 (A).

C. Campground and Recreational Park including Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $9.90 for each equivalent living unit plus usage billed at $3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $12.38 for each equivalent living unit plus usage billed at $4.01 per thousand.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial (to include water only accounts)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule.

METER SIZE	MONTHLY CHARGE
3/4 inch	$ 9.90
1 inch	16.50
1 1/2 inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at $3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
3/4 inch	$ 12.38
1 inch	20.63
1 1/2 inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at $4.01 per thousand gallons.

E. Town of Ponce Inlet

The Town of Ponce Inlet shall be charged a minimum rate of $50.00 per month per master meter, plus usage billed at $4.24 per thousand gallons.

Section 16. Schedule of Monthly Sewer Charges

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City. Charges shall be based on consumption recorded on an approved water or sewer meter.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $11.70 for each unit plus usage billed at $4.35 per thousand gallons for 0 – 12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly availability charge of $11.70. Each customer connected to sewer, but not connected to water shall be billed a monthly charge of $29.10

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each unit plus usage billed at $5.44 per thousand gallons for 0 – 12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly availability charge of $14.63.

B. Multi-Family Residential (Master metered apartment, condominium, time-share resort, or mobile home park)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $11.70 for each unit plus usage billed at $4.35 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each unit plus usage billed at $5.44 per thousand gallons.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park to include Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $11.70 for each equivalent full time or short term unit, plus usage billed at $4.35 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each equivalent full time or short term unit plus usage billed at $5.44 per thousand gallons.

3. The total number of Equivalent Living Units shall be calculated in accordance with Section 74-1 of the Code of Ordinances and the Florida Building Code. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at $4.35 per thousand gallons:

MINIMUM MONTHLY CHARGE:

3/4”	meter	$ 11.70
1”	meter	19.50
1 1/2”	meter	39.00
2”	meter	62.40
3”	meter	117.00
4”	meter	195.00
6”	meter	390.00
8”	meter	624.00
10”	meter	897.00
Non-Connected		11.70

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at $5.44 per thousand gallons:

MINIMUM MONTHLY CHARGE:

3/4"	meter	$ 14.63
1”	meter	24.38
1 1/2'	meter	48.75
2”	meter	78.00
3”	meter	146.25
4”	meter	243.75
6”	meter	487.50
8”	meter	780.00
10”	meter	1,121.25
Non-Connected		14.63

E. Septic Haulers

Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract with and on behalf of the City of Port Orange. In such instances, charges shall be defined in the contract.

F. City of Daytona Beach Shores

The City of Daytona Beach Shores shall be charged usage at $3.46 per thousand gallons of untreated sewage flow.

Section 17. Minimum Billing for Partial Monthly Service

The minimum monthly water and sewer utility charges shall apply to all accounts with service availability. Minimum monthly charges shall be prorated during the initial and final month of service.

Section 18. Voluntary Suspension of Service & Minimum Charges to Vacate Developed Properties

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. In order to prevent unauthorized water usage while a customer is on vacation (for a minimum of three months) the customer may request that the City lock-off the meter at no cost to the customer. The customer will not be required to pay a service charge if a request is received the day prior to the need to resume service.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 19. Reclaimed Water System Charges

A. Monthly Charges

Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the connection to and use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

Inside the City

MINIMUM MONTHLY CHARGE (PER ACCOUNT):

3/4"	meter	$ 8.75
1"	meter	14.58
1 1/2"	meter	29.17
2"	meter	46.67
3"	meter	87.50
4"	meter	145.83
6"	meter	291.67
8"	meter	466.67
10"	meter	670.83

Each customer connected to the reclaimed system shall be charged the minimum monthly charge regardless of use.

USAGE CHARGES:

Block 1	$ 0.22	per thousand gallons
Block 2	0.39	per thousand gallons
Block 3	0.44	per thousand gallons

Outside the City

MINIMUM MONTHLY CHARGE (PER ACCOUNT):

3/4"	meter	10.94
1"	meter	18.23
1 1/2"	meter	36.46
2"	meter	58.34
3"	meter	109.38
4"	meter	182.29
6"	meter	364.59
8"	meter	583.34
10"	meter	838.54

Each customer connected to the reclaimed system shall be charged the minimum monthly charge regardless of use.

USAGE CHARGES:

Block 1	$ 0.28	per thousand gallons
Block 2	0.48	per thousand gallons
Block 3	0.55	per thousand gallons

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

METER SIZE	BLOCK 1	BLOCK 2	BLOCK 3
3/4 inch	0 – 12,000	12,001 – 18,000	18,000+
1 inch	0 – 20,000	20,001 – 30,000	30,000+
1 1/2 inch	0 – 40,000	40,001 – 60,000	60,000+
2 inch	0 – 64,000	64,001 – 96,000	96,000+
3 inch	0 – 120,000	120,001-180,000	180,000+
4 inch	0 – 200,000	200,001 – 300,000	300,000+
6 inch	0 – 400,000	400,001 – 600,000	600,000+
8 inch	0 – 640,000	640,001 – 960,000	960,000+
10 inch	0 – 920,000	920,001 – 1,380,000	1,380,000+

B. INTERRUPTIBLE SERVICE RATE

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or the designee, the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in Subsection A of this section, plus usage billed at $0.22 per thousand gallons inside the City and $0.28 per thousand gallons outside the City. Service under this category may be interrupted at any time by the City.

Section 20. Irrigation/Sprinkler Charges

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the water system of the City based on the meter size and consumption as shown by monthly meter readings. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth.

A. Residential

Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

METER SIZE	MONTHLY CHARGE
3/4 inch	$ 9.90
1 inch	16.50
1 1/2 inch	33.00
2 inch	52.80

Usage shall be charged at $5.25 per thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

METER SIZE	MONTHLY CHARGE
3/4 inch	$ 12.38
1 inch	20.63
1 1/2 inch	41.25
2 inch	66.00

Usage shall be charged at $6.56 per thousand gallons.

B. Multi-Family Residential – (Apartment, Condominium, Time-Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:

MINIMUM MONTHLY CHARGE (PER ACCOUNT):	
3/4” meter	$ 9.90
1” meter	16.50
1 1/2” meter	33.00
2” meter	52.80
3” meter	99.00
4” meter	165.00
6” meter	330.00
8” meter	528.00
10” meter	759.00

Usage shall be charged at $5.25 per thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be as follows:

MINIMUM MONTHLY CHARGE (PER ACCOUNT):	
3/4" meter	$ 12.38
1" meter	20.63
1 1/2" meter	41.25
2" meter	66.00
3" meter	123.75
4" meter	206.25
6" meter	412.50
8" meter	660.00
10" meter	948.75

Usage shall be charged at $6.56 per thousand gallons.

C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
3/4 inch	$ 9.90
1 inch	16.50
1 1/2 inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at $5.25 per thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule.

METER SIZE	MONTHLY CHARGE
3/4 inch	$ 12.38
1 inch	20.63
1 1/2 inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at $6.56 per thousand gallons.

PART D– MISCELLANEOUS CHARGES AND ADJUSTMENTS

Section 21. Collections Process Charges

A. Any account that is sent to collections will be charged the collection agency fee to collect the past due amount.

B. Any account that has been processed for a lien or satisfaction of lien will be charged the processing fees charged by Volusia County plus an additional $40.00 City administration fee.

Section 22. Account Adjustments

A. Increases in charges to address under billing resulting solely from the City's error will be applied prospectively only. Credits to customer accounts due to overbilling resulting solely from the City's error will be refunded to the maximum extent required by law.

Section 23. Rate Review

The City Council shall review and assess the rates established herein in accordance with the requirements of outstanding bond resolution and covenants contained therein.

Section 24. Severability

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 25. Repeal of Conflicting Resolutions

All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict, except Resolution Nos. 17-24 and 17-12. This Resolution shall supersede all prior rate resolutions including Resolution Nos. 14-82 and 15-21.

Section 26. Effective Date

This resolution shall become effective for all bills rendered after September 1, 2017.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2017

Reviewed and Approved:_____
Deputy City Attorney

RESOLUTION NO. 14-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING THE PURPOSE FOR REVISED UTILITY SERVICE FEES, RATES AND CHARGES; ESTABLISHING SCHEDULE OF MONTHLY WATER CHARGES; ESTABLISHING SCHEDULE OF MONTHLY SEWER CHARGES; ESTABLISHING CHARGES AND RATES FOR RECLAIMED WATER SYSTEM; SUPERSEDING PRIOR RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, said Chapter 74 requires the annual review and adjustment of utility fees and charges by the City Council, and a rate study and analysis has been completed resulting in recommended rate changes as reflected herein; and

WHEREAS, the City Council has determined that the rates reflected herein are fair and equitable and necessary to fund the proper operation of the City's water and sewer system.

WHEREAS, the City Council has found that the City of Port Orange, Florida, Land Development Code, Chapter 2, Section 2, defines "Dwelling" and further that each equivalent living unit as defined by Chapter 74 of the Code of Ordinance of the City of Port Orange, Florida, is determined by using a fixture or dwelling unit basis depending on whether the service is motel, hotel, commercial and industrial, or residential, respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Purpose.

The City Council finds that adjustments are necessary to offset the change in price of labor, materials, non-operating cost, and requirements of the bond covenants.

PART A – DEVELOPMENT AND GROWTH RELATED FEES

Section 2. Development Fee Schedule – Water and Sewer Service.

The Development Fees shall be as follows:

A. Inside City Limits:

1. For each equivalent living unit connected to the system (including: single family or multiple family on a public or private utility systems):

Water Service Development Fee	$ 1,555.00
Sewer Service Development Fee	$ 1,540.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

Water Service Development Fee	$ 622.00
Sewer Service Development Fee	$ 616.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee — $1,555.00 per equivalent living unit at a minimum plus an amount computed as follows:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	103.67	15
31 & Above	77.75	30

Sewer Service Development Fee — $ 1,540.00 per equivalent living unit plus the following amount:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	102.67	15
31 & Above	77.00	30

B. Outside City Limits:

1. For each equivalent living unit connected to the system (Including: single family or multi-family for a public or private utility systems):

Water Service Development Fee	$ 1,805.00
Sewer Service Development Fee	$ 1,868.00

2. For each campsite, space or other facility for temporary use in a campground or recreational park connected to the system:

Water Service Development Fee	$ 722.00
Sewer Service Development Fee	$ 747.00

3. For each motel, hotel, commercial or industrial use connected to the system:

Water Service Development Fee — $1,805.00 per equivalent living Unit plus the following amount:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	120.33	15
31 & Above	90.25	30

Sewer Service Development Fee — $ 1,868.00 per equivalent living unit plus the following amount.

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	124.53	15
31 & Above	93.40	30

C. City of Daytona Beach Shores: (treatment only)

1. For each equivalent living unit connected to the system (including: single family and multi-family for public or private utility systems):
Sewer Service Development Fee $ 956.00

2. For each motel, hotel, commercial or industrial use connected to the system:

Sewer Service Development Fee — $ 956.00 per equivalent living unit plus the following amount:

NUMBER OF FIXTURE UNITS	AMOUNT PER FIXTURE UNIT	EACH FIXTURE UNIT OVER
0-15	$ 0.00	0
16-30	63.73	15
31 & Above	47.80	30

Each additional equivalent living unit occasioned by changes in property usage subsequent to the effective date of this resolution shall be subjected to a Development Fee computed in accordance with the foregoing criteria.

Section 3. Connection Charges for Water Service Potable & Reclaimed

Connection Charges
Connection charges are not refundable and are due and payable prior to connection or reconnection to the utility system.

A. Inside City Limits:

The following charges shall be required for each connection made to the utility system inside the City limits:

METER SIZE	CONNECTION CHARGE POTABLE	CONNECTION CHARGE RECLAIMED/IRRIGATION
¾ inch	$ 605	$ 605
1 inch	825	825
1 ½ inch	980	980
2 inch	1,905	1,535
3 inch or larger	425 + actual material & labor	

B. Outside City Limits:

The following charges shall be required for each connection made to the water system outside the City limits:

METER SIZE	CONNECTION CHARGE POTABLE
¾ inch	$ 755
1 inch	1,030
1 ½ inch	1,225
2 inch	2,380
3 inch or larger	530 + actual material & labor

If a pressure main tap is required to complete connection, the pressure main tapping charge set forth in Section 12 of this Resolution shall be added to the connection charge. Charges for new service extensions shall be based on actual material, labor and equipment costs.

Section 4. Connection Charges for Sewer Service.

There shall be no charge for a service connection made to the sewer system if such service connection is made at the same time as construction of sewer mains and is developer-installed. However, if a service connection is required after construction of the sewer main, or if the City pays for a service connection concurrent with a line extension, then the City will provide materials and labor to bring the service main to the property line of the lot or parcel to be connected and a minimum charge of $1,400.00 per service connection shall apply. The actual connection charge may be greater than the minimum charge if the actual cost to the City is greater than the minimum charge set forth in this section.

PART B – DEPOSITS AND VARIOUS UTILITY RELATED CHARGES

Section 5. Application and Deposits for Service.

A. PRIMARY UTILITY METER DEPOSIT

Upon a request for utility service at a new location, including water, sewer, reclaimed and garbage, the following minimum deposit (for each meter: potable; reclaimed; or pre-existing irrigation) shall be required for each new or existing customer. Where the property has changed hands, a new deposit will be required in the name of a deed holder.

For estates where the surviving spouses' name is on the deed, the deposit will be transferred to an account in the surviving spouses' name. In cases of divorce, a new deposit will be required unless the court instructs otherwise.

MINIMUM DEPOSIT – FOR PRIMARY METER ARE AS FOLLOWS:

METER SIZE	Owner of Property	Tenant
¾ inch	$ 100.00	$ 175.00
1 inch	$ 200.00	$ 350.00
1 ½ inch	$ 300.00	$ 525.00
2 inch	$ 760.00	$ 1,330.00
3 inch	$ 1,050.00	$ 1,838.00
4 inch	$ 1,400.00	$ 2,450.00
6 inch	$ 3,500.00	$ 6,125.00
8 inch	$ 4,200.00	$ 7,350.00
10 inch	$ 6,000.00	$10,500.00

B. DEPOSITS IN ADDITION TO PRIMARY METER – AT SAME ADDRESS
In addition to the primary meter above for single family homes (owner occupied) an additional deposit will be required for an additional tenant reclaimed or potable meter.
ADDITIONAL METER DEPOSITS ARE AS FOLLOWS:

Meter Size	Owner Occupied Reclaimed Meter	Tenant Reclaimed or Potable Meter
¾ inch	$ 35.00	$ 80.00
1 inch	$ 70.00	$ 160.00
1.5 inch	$ 105.00	$ 240.00
2 inch	$ 266.00	$ 608.00
3 inch	$ 367.50	$ 840.00
4 inch	$ 490.00	$ 1,120.00

C. Multiple Property Ownership – Single Customer - Shared Deposit – The following minimum deposit for utility (potable water and reclaimed) service shall be required for each customer owning multiple properties (In addition to Section 5A) serviced by a ¾ - inch meter or owning one (1) parcel of rental property serviced by multiple meters:

NUMBER OF UNITS OR METERS	MINIMUM DEPOSIT
Three (3) or less	$100.00
Four (4) or more	$100.00 plus $35.00 for each additional unit or meter over three (3)

D. For customer who has been charged the reconnect fee subsequent to a disconnect for non-payment two times within a twelve month period, or has a credit history evidencing delinquent payments on their accounts, an additional deposit equal to two (2) month's average bills shall be required. All accounts processed for discontinuation of service for non-payment shall be required to pay the reconnect fee whether service has been interrupted or not.

E. The application shall require background and credit history information. Should an applicant refuse to provide a valid driver's license or State of Florida issued identification card the applicant shall be required to provide a credit report from a nationally recognized credit reporting company. Prior to utility service initiation, utility customers at new service locations shall provide proof of ownership or for tenants, a lease agreement showing parties to the lease.

F. The deposits outlined in this section apply to all residential and commercial property owners and are not refundable until disposition or demolition of structures. Deposits will be applied after the initiation of the collections process. Tenant deposits will be applied or refunded as applicable.

Section 6. Portable Water Meter Charges

A. Portable Truck Mounted Meters – Upon receipt of the meter, the customer will pay a security deposit equal to the actual cost of the meter. Upon return of the meter in good working condition, the individual or firm will receive a refund equal to 85% of the cost of the original meter reduced by the replacement cost of the any damaged meter components.

B. Cart Mounted Meter with Backflow Device - The customer will pay $1,500.00 security deposit upon receipt of the portable meter. Upon return of the meter in good working condition, the individual or firm will receive a refund of the lesser of $1,275.00 or this amount reduced by replacement cost of the damaged meter and/or other components. All portable meters must be read or usage reported monthly and charged a standard inside commercial water rate based on their meter size plus a $25.00 monthly processing fee. It is the responsibility of the customer to bring the meter into the Customer Service or Meter Reading Office to be read. Under special circumstances that include semi-permanently installed meters and upon notification of the location of the meter, the City will read the meter on site. If the customer fails to cause the meter to be read on a monthly basis, a penalty equal to two (2) times the estimated usage will be charged. If Portable Water Meters are destroyed, damaged, or abused, the Finance Director or Designee shall notify the utility customer that all future connections to the City water system of any nature shall be made only by City staff and that any future use of portable meters by such utility customer is prohibited. Where abuse has been determined, the utility account established by the customer for a portable meter shall be closed, the meter and backflow prevention device shall be returned to the City immediately, and a penalty equal to three (3) times the estimated dollar amount of the repair plus $105 will be assessed.

Section 7. Account Service Charges.

A. There will be a $40.00 service charge for a new account or reconnect to turn on water where connection to the water system and installation of a meter has previously been made. The charge is not applicable to the original connection to the water system and installation of a meter.

B. There will be an $80.00 service charge for a new account or reconnect requiring unscheduled service or service on the same day to turn on water where connection to the water system and installation of a meter have previously been made.

C. If more than one (1) meter exists at a single location (such as meters for reclaimed water), only one (1) service charge shall apply if all meters at the location are turned on or off during the same service call.

D. All service charges on an unpaid balance will be computed as if total consumption occurred during the first month after the date the meter was previously read.

E. If the water meter is tampered with by action of the customer, tampering fees as outlined by City Ordinance and Florida Statute apply. The minimum fee for tampering will be three times the estimated dollar amount of service unlawfully obtained plus a $105.00 service charge.

Section 8. Extraordinary Service Call Charges.

A. Extraordinary service calls outside of regular maintenance (for example, locating a meter covered during grading or sodding on the property, unplugging sewer stoppages, or repairing damages attributable to customer activity) shall require a minimum $40.00 service charge. Additionally, the customer will be billed for the cost of regaining access to the meter and restoring service, and for any damage to the meter or utility system caused by building, construction or other activity on the property or any other reason.

B. Extraordinary service calls outside of regular maintenance requiring service on Saturdays, Sundays, holidays or after 2:00 p.m., Monday through Friday shall require a $105.00 service charge together with the additional charges set forth in Paragraph A of this section.

C. Service charges for extraordinary service calls related to temporary utility reconnection for home inspection shall be paid in advance of the service call. Notice of temporary reconnection shall be provided to the City at least twenty-four (24) hours in advance.

Temporary utility reconnection service shall not exceed four (4) hours in duration during the hours of 10 A.M. to 3:30 P.M.

Section 9. Meter Test Charges.

A. Bench Test

There shall be a $105.00 service charge for customers requesting a meter bench test for accuracy on a ¾ inch meter. All other bench tests are to be billed at cost. If the meter is found to be substantially inaccurate, this charge will not be assessed. Substantially inaccurate shall be construed to mean greater than two and one-half percent (2 ½ %) plus or minus from perfect registration.

B. Meter Check – At Service Location

There will be a $20.00 service charge for a meter check requested by a customer. If the reading is found to be in error or the meter is not functioning properly then there will be no charge.

Section 10. Swimming Pool Service Charges.

To avoid excessive sewer charges when filling swimming pools where sewer service is provided by the City of Port Orange, a credit against the sewer charge will be given for the amount of water used to fill the swimming pool. There shall be a $40.00 service charge for reading the water meter, if applicable, immediately before and after the pool is filled. There shall be no service charge if the service visit is not required because the customer provides a letter from the pool contractor documenting pool water volume or if pool capacity can be determined using an alternate reasonable process.

Section 11. Backflow Inspection/Testing Charge.

All owners of non-single family backflow prevention devices connected to the City's potable water system are required to inspect and test these devices annually using a licensed professional. Certified test results are to be provided to the City immediately thereafter. If the owner does not inspect and test these devices annually then the City or its agent may elect to provide this service and charge the actual cost of testing (including direct or indirect cost) to the owner.

There shall be a monthly charge of $2.92 for inspection and testing of each single family residential backflow prevention device by the City.

Section 12. Minimum Tapping Charges.

The following minimum charges shall apply for taps into existing pressure mains and/or sewer manhole coring (potable water main, sewer force main, reclaimed water main, and gravity sewer):

TAP SIZE	PRESSURE MAIN	SEWER MANHOLE CORING
1 inch	$ 300	N/A
2 inch	340	N/A
4 inch	560	$ 780
6 inch	560	780
8 inch	560	780
10 inch	615	990
12 inch	670	1,195

The above charges do not include jacking and boring or crossing of City streets, related restoration, permitting, and valves and related parts. If extenuating circumstances exist additional tapping charges may apply.

Section 13. Fire Hydrant Maintenance Charges.

A. All Fire Hydrants either private or public shall be maintained by the City of Port Orange and charged as noted in paragraphs "B" and "C".

B. There shall be a monthly charge of $9.00 for each fire hydrant located within the City limits and outside of City right-of-way or public utility easements.

C. There shall be a monthly charge of $11.25 for each fire hydrant located outside the City limits and outside of City right-of-way or public utility easements.

Section 14. Fire Sprinkler System Charges.

A. Single Family Residential and Multi-Family Residential.

1. Fire sprinkler systems with demand requiring a service size of two inches (2") or smaller, when combined with domestic water system demand, shall utilize one (1) standard meter connection. Monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. The required backflow prevention device shall be installed on the fire sprinkler system extension after the meter.

2. Fire sprinkler systems requiring a service size larger than two inches (2") may have a connection common with the domestic water system or a separate connection. If the fire sprinkler connection line is metered, monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section. The required backflow prevention device shall be installed on the fire sprinkler system line after the domestic water system meter extension, if applicable

B. Motel, Hotel, Commercial and Industrial.
Fire sprinkler systems may have a connection common with the domestic water system or a separate connection. If the domestic fire sprinkler connection is metered, monthly charges shall be billed as provided in Section 16 and Section 17 of this resolution. If the fire sprinkler connection is unmetered, a monthly charge shall be billed as provided in paragraph D of this section. The required backflow prevention device shall be installed on the fire sprinkler system line after the domestic water system meter extension, if applicable.

C. New Fire Sprinkler Service Installations.
Charges for providing fire sprinkler service shall be determined by the work necessary for a complete installation and shall be based on the applicable provisions of Section 3 and Section 12 of this resolution.

The required backflow prevention device shall be installed and tested annually by the customer at the customer's expense.

D. Monthly Charges for Unmetered Fire Sprinkler Systems.
The following charges shall apply for all unmetered water sprinkler systems for fire protection; and billed monthly as follows:

SERVICE SIZE	INSIDE CITY	OUTSIDE CITY
2 inch	$ 4.40	$ 5.50
3 inch	8.25	10.31
4 inch	13.75	17.19
6 inch	27.50	34.38
8 inch	44.00	55.00
10 inch	63.25	79.06
12 inch	118.25	147.81

Section 15. Collections Process Charges.

A. Any account that is sent to collections will be charged the collection agency fee plus a $40.00 administration fee.

B. Any account that has been processed for a lien or satisfaction of lien will be charged the appropriate processing fee charge us by Volusia County for processing plus an additional $40.00 administration fee.

PART C – WATER AND SEWER CONSUMPTION CHARGES

Section 16. Schedule of Monthly Water Charges.

The following monthly charges shall apply for the use, or availability for use, of the water service system of the City based on consumption as shown by monthly meter readings to have been delivered. If connection is required pursuant to Section 74-31, Code of Ordinances, City of Port Orange, Florida, water service is deemed available for use. The monthly usage charges shall be computed to the nearest thousand gallons.

A. Residential

1. Inside the City limits of Port Orange, the minimum monthly charges shall be $9.90 for each unit plus usage billed as follows:

Usage:		
Block 1 (0 – 2,000 gallons)	$ 1.48	per thousand gallons
Block 2 (2,001 – 12,000 gallons)	3.88	per thousand gallons
Block 3 (12,001 – 18,000 gallons)	6.70	per thousand gallons
Block 4 (18,000+ gallons)	10.72	per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $12.38 for each unit plus usage billed as follows:

Usage:	
Block 1 (0 – 2,000 gallons)	$ 1.85 per thousand gallons
Block 2 (2,001 – 12,000 gallons)	4.85 per thousand gallons
Block 3 (12,001 – 18,000 gallons)	8.38 per thousand gallons
Block 4 (18,000+ gallons)	13.40 per thousand gallons

Non-connected customers will be charged the minimum monthly charge.

B. Multi-Family Residential. – (Apartment, Condominium, Time Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $9.90 for each equivalent living unit plus usage billed at $3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $12.38 for each equivalent living unit plus usage billed at $4.01 per thousand gallons.

3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service (such as residential rooms, apartments, and mobile home and trailer park spaces), plus the number of other individual uses (such as laundry, recreational room, bathhouse, and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park/Private Utility Systems

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $9.90 for each equivalent living unit plus usage billed at $3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $12.38 for each equivalent living unit plus usage billed at $4.01 per thousand.

3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service, the total number of long-term campsites and spaces with utility service, plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
¾ inch	$ 9.90
1 inch	16.50
1 ½ inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at $3.21 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
¾ inch	$ 12.38
1 inch	20.63
1 ½ inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at $4.01 per thousand gallons.

E. Town of Ponce Inlet.
The Town of Ponce Inlet shall be charged a minimum rate of $50.00 per month per master meter, plus usage billed at $4.24 per thousand gallons.

F. Water service utilized by a customer for any part of a month shall render the customer subject to not less than the minimum monthly charge plus usage billed as provided herein.

Section 17. Schedule of Monthly Sewer Charges.

The following monthly charges shall apply for the use, or availability for use, of the sanitary sewage facilities of the City based on water consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest thousand gallons.

A. RESIDENTIAL

1. Inside the City limits of Port Orange the minimum monthly charge shall be $11.70 for each unit plus usage billed at $4.35 per thousand gallons for 0-12,000 gallons. Usage over 12,000 gallons will not be billed. Each non-connected 4 kgal Min unit shall be billed a minimum monthly charge of $29.10, and non-connected customers shall be billed a minimum monthly charge of $11.70.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each unit plus usage billed at $5.44 per thousand gallons for 0-12,000 gallons. Usage over 12,000 gallons will not be billed. Non-connected customers shall be billed a minimum monthly charge of $14.63.

B. MULTI-FAMILY RESIDENTIAL (Apartment, Condominium, Time Share Resort, and Mobile Home Park with Master Meter)

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $11.70 for each unit plus usage billed at $4.35 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each unit plus usage billed at $5.44 per thousand gallons.

3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service (such as residential rooms, apartments, and mobile home and trailer park spaces), plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph B1 or paragraph B2 of this section, on the unit basis after the Certificate of Occupancy is issued.

C. Campground and Recreational Park.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be $11.70 for each equivalent full time or short term unit, plus usage billed at $4.35 per thousand gallons.

2. Outside the City limits of Port Orange, the minimum monthly charge shall be $14.63 for each equivalent full time or short term unit plus usage billed at $5.44 per thousand gallons.

3. The total number of equivalent living units includes the total number of individual residences and living sites with utility service, the total number of long-term campsites and spaces with utility service, plus the number of other individual uses (such as laundry, recreation room, bathhouse and restroom facilities) with a fixture unit assignment converted to an equivalent living unit basis. Buildings with master meters will be billed, as described in paragraph C1 or paragraph C2 of this section, on the unit basis after the Certificate of Occupancy is issued.

D. Motel, Hotel, Commercial and Industrial.

1. Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at $4.35 per thousand gallons:

Minimum Monthly Charge

¾"	meter	$ 11.70
1"	meter	19.50
1 ½"	meter	39.00
2"	meter	62.40
3"	meter	117.00
4"	meter	195.00
6"	meter	390.00
8"	meter	624.00
10"	meter	897.00
Non-Connected		11.70

2. Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule, plus usage billed at $5.44 per thousand gallons:

Minimum Monthly Charge

¾"	meter	$ 14.63
1"	meter	24.38
1 ½"	meter	48.75
2"	meter	78.00
3"	meter	146.25
4"	meter	243.75
6"	meter	487.50
8"	meter	780.00
10"	meter	1,121.25
Non-Connected		14.63

E. Dump Stations.

In addition to the charges set forth in Section 17C, for each campground or recreational park with one (1) or more dump station(s), the monthly charge shall be $60.00 per campground or recreational park. For each dump station at any other location, the

monthly charge shall be $20.00 per dump station. Direct disposal at the reclaimed water plant shall not be permitted under any circumstances, except where the said septic hauler is working under contract to and on behalf of the City of Port Orange. In such instances any charges shall be defined in the contract.

F. City of Daytona Beach Shores.
The City of Daytona Beach Shores shall be charged usage at $3.46 per thousand gallons of untreated sewage flow.

G. Sewage service utilized by a customer for any part of a month shall render the customer subject to sewer billing based on water consumption for that month, not less than the minimum monthly charge plus actual usage billed as provided herein.

Section 18. Minimum Billing for Partial Monthly Service.

The minimum monthly water and sewer utility charges shall apply to all accounts. Minimum monthly charges will be prorated during the initial and final month of service.

Section 19. Voluntary Suspension of Service & Minimum Charges to Vacant Developed Properties.

The minimum monthly water and sewer utility charges shall not be suspended during vacation periods or such periods of time that a property is vacated. Not less than the minimum monthly charges shall be billed as provided and established by this resolution.

In order to prevent unauthorized water usage while a customer is on vacation (for a minimum three months) the customer may request that the City lock off the meter at no cost to the customer. The customer will not be required to pay a reconnect fee if a telephoned request is received the day prior to the need to resume service. If this type of notice is not provided to the City by the customer and service is resumed by action of the customer, tamper fees may apply as outlined in City Ordinance 74.40 and Florida Statute 812.14(2) b & c5. The minimum fee for tampering with utility services will be three times the estimated dollar amount of service unlawfully, obtained plus a $105.00 service charge or at a minimum the account will be back billed all applicable services for the period of time in question and water usage plus a $40.00 service charge.

Inactive accounts for vacant lots or spaces in mobile home parks or private utility systems having master meters, when such lots or spaces are billed separately, shall have the minimum monthly charges assessed to the property owner.

Section 20. Reclaimed Water System Charges.

A. Monthly Charges
Monthly charges begin after connection or reconnection to the reclaimed water system. The following monthly charges shall apply for the use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest

thousand gallons. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

Inside the City

Minimum Monthly Charge (per account):

¾"	meter	$ 8.75
1"	meter	14.58
1 ½"	meter	29.17
2"	meter	46.67
3"	meter	87.50
4"	meter	145.83
6"	meter	291.67
8"	meter	466.67
10"	meter	670.83

Usage Charges:

Block 1	$0.22 per thousand gallons
Block 2	0.39 per thousand gallons
Block 3	0.44 per thousand gallons

Outside the City

Minimum Monthly Charge (per account):

¾"	meter	$ 10.94
1"	meter	18.23
1 ½"	meter	36.46
2"	meter	58.34
3"	meter	109.38
4"	meter	182.29
6"	meter	364.59
8"	meter	583.34
10"	meter	838.54

Usage Charges:

Block 1	$0.28 per thousand gallons
Block 2	0.48 per thousand gallons
Block 3	0.55 per thousand gallons

RECLAIMED WATER BLOCK RANGES ARE AS FOLLOWS:

METER SIZE		Block 1	Block 2	Block 3
¾	inch	0-12,000	12,001-18,000	18,000+
1	inch	0-20,000	20,001-30,000	30,000+
1 ½	inch	0-40,000	40,001-60,000	60,000+

2	inch	0-64,000	64,001-96,000	96,000+
3	inch	0-120,000	120,001-180,000	180,000+
4	inch	0-200,000	200,001-300,000	300,000+
6	inch	0-400,000	400,001-600,000	600,000+
8	inch	0-640,000	640,001-960,000	960,000+
10	inch	0-920,000	920,000-1,380,000	1,380,000+

B. Interruptible Service Rate.

Customers that have an alternate water source on site for alternate irrigation water supply shall be eligible for an interruptible service rate. Upon approval by the Public Utility Director or his Designee the monthly charges for this rate shall include a minimum charge determined by the meter size as set forth on the schedule in subsection A of this section, plus usage billed at $0.22 per thousand gallons inside the City and $0.28 per thousand gallons outside the City.

Service under this category may be interrupted at any time by the City.

Section 21. Irrigation/Sprinkler Charges.

Monthly charges begin after connection or reconnection of an irrigation/sprinkler meter. The following monthly charges shall apply for the use of the reclaimed water system of the City based on the meter size and consumption as shown by monthly meter readings to have been delivered. The monthly usage charges shall be computed to the nearest thousand gallons. The monthly charges shall include a minimum charge as determined by the meter size plus usage charges billed as set forth:

A. Residential

Inside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

METER SIZE		MONTHLY CHARGE
¾	inch	$ 9.90
1	inch	16.50
1 ½	inch	33.00
2	inch	52.80

Usage shall be charged at $5.25 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charges shall be billed as follows:

	METER SIZE	MONTHLY CHARGE
¾	inch	$ 12.38
1	inch	20.63
1 ½	inch	41.25

2	inch	66.00

Usage shall be charged at $6.56 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

B. Multi-Family Residential. – (Apartment, Condominium, Time Share Resort and Mobile Home Park using a public or private utility system with Master Meter).

Inside the City limits of Port Orange, the minimum monthly charge shall be as follows:
Minimum Monthly Charge (per account):

¾"	meter	$ 9.90
1"	meter	16.50
1 ½"	meter	33.00
2"	meter	52.80
3"	meter	99.00
4"	meter	165.00
6"	meter	330.00
8"	meter	528.00
10"	meter	759.00

Usage shall be charged at $5.25 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be as follows:
Minimum Monthly Charge (per account):

¾"	meter	$ 12.38
1"	meter	20.63
1 ½"	meter	41.25
2"	meter	66.00
3"	meter	123.75
4"	meter	206.25
6"	meter	412.50
8"	meter	660.00
10"	meter	948.75

Usage shall be charged at $6.56 per thousand gallons. The monthly usage charges shall be computed to the nearest thousand gallons.

C. Motel, Hotel, Commercial and Industrial

Inside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
¾ inch	$ 9.90
1 inch	16.50
1 ½ inch	33.00
2 inch	52.80
3 inch	99.00
4 inch	165.00
6 inch	330.00
8 inch	528.00
10 inch	759.00

In addition to the minimum monthly charge, each account shall be billed for usage at $5.25 per thousand gallons.

Outside the City limits of Port Orange, the minimum monthly charge shall be determined by the meter size as set forth on the following schedule:

METER SIZE	MONTHLY CHARGE
¾ inch	$ 12.38
1 inch	20.63
1 ½ inch	41.25
2 inch	66.00
3 inch	123.75
4 inch	206.25
6 inch	412.50
8 inch	660.00
10 inch	948.75

In addition to the minimum monthly charge, each account shall be billed for usage at $6.56 per thousand gallons.

Section 22. Rate Review.

The City Council shall review and assess the rates established herein in accordance with the requirements of outstanding bond resolution and covenants contained therein.

Section 23. Prior Resolutions Superseded.

This Resolution shall supersede all prior rate Resolutions including Resolution No. 13-41.

Section 23. Effective Date.

This resolution shall become effective for all bills rendered after April 1, 2015.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 20 day of January, 2015

Reviewed and Approved:

City Attorney

RESOLUTION NO. 15-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING REVISED UTILITY DEPOSITS; PROVIDING FOR CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 74 of the Code of Ordinances of the City of Port Orange, Florida, provides for the establishment of certain utility fees and charges by resolution of the City Council; and

WHEREAS, said Chapter 74 allows for the adjustment of utility fees and charges by the City Council; and

WHEREAS, the City Council has determined that the charges reflected herein are fair and equitable and necessary to fund the proper operation of the City's water and sewer system.

WHEREAS, the City Council has found that the City of Port Orange, Florida, Land Development Code, Chapter 2, Section 2, defines "Dwelling" and further that each equivalent living unit as defined by Chapter 74 of the Code of Ordinance of the City of Port Orange, Florida, is determined by using a fixture or dwelling unit basis depending on whether the service is motel, hotel, commercial and industrial, or residential, respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Purpose

The City Council finds that adjustments are necessary to offset the administrative cost involved in managing multiple residential accounts under the control of a single listing agent.

Section 2. Deposits for Service

For Listing Agents, deposits will be calculated in accordance with Resolution 14-82, Part B Section 5. However, once a Listing Agent has reached a total deposit of two thousand dollars ($2,000.00), no additional deposit will be required as long as all of the agent's accounts with the City are current and in good standing. Should any of the Listing Agent's accounts become delinquent, the cap will be forfeited and all deposits due under Resolution 14-82 will immediately become due and owing.

Section 3. Conflicting Resolutions

All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date

This Resolution shall become effective immediately upon adoption by the City Council

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 19 day of May, 2015

Reviewed and Approved:
City Attorney