



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 7, 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 by Father Tim Daley of Basilica of Saint Paul
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. October 17, 2017 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Rejection of all bids for ITB #17-34 Bid Request for Street and Parking Lot Pavement Markings-Project IMI002
 - b. Ratification of an emergency purchase to Mullins Underground, Inc.
 - c. Award of Bid No. 17-33 Cambridge Canal Armoring Phase 3 Improvements
 - d. Approval of Change Order No. 1 to Task Authorization No. 4 with DJ Design
8. Resolution No. 17-56 - Urging State Legislature to increase penalties for animal cruelty
9. Major Special Event Request – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road
10. City Attorney's Request for Special Legal Counsel for FY 2018

C. CITIZEN PARTICIPATION (Agenda)

11. Port Orange Community Trust

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

E. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Report from KemperSports on the Cypress Head Golf

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Parks & Recreation Advisory Board Report

H. PUBLIC HEARING

15. Second Reading - Ordinance No. 2017-30 – Rezoning/3518 Nova Road, Case No. 17-60000002

I. COMMENTS

16. City Attorney Comments

17. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

K. 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
OCTOBER 17, 2017

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

Pledge of Allegiance

Invocation was provided by Chaplain Farzad Nourian of Florida Memorial Hospital

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 Michelle Cusella, Sr. Administrative Assistant

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Item #7e and 10 were pulled for further discussion.

6. Approval of Minutes

a. October 3, 2017 - Regular City Council Meeting

7. Bid Awards and Contract Items

a. Award of ITB #17-38 to Ring Power Corporation for Purchase of a Pre-Owned Forklift

b. Award of ITB #17-06 for McDonald Road and Victoria Gardens Boulevard Sidewalks

c. Award of ITB #17-36 to Cubco, Inc. for T-shirts, Staff Shirts, and Sporting Uniforms

d. Approval of Amendment No. 1 for Government Finance Officers Association (GFOA)

e. Authorization of FY18 Expenditure for Superion, Inc. (formerly SunGard Public Sector, Inc.)

8. Resolution No. 17-55 - Ratifying and Accepting \$99,729.00 for Victims of Crime Act (VOCA) Grant

9. Resolution No. 17-57 - Ratifying Application and Accepting Grant Funds from Volusia County Coastal Division for the Derelict Vessel Removal Program

10. Resolution No. 17-58 - Establishing and Approving an Early Retirement/Separation Program for Fiscal Year 2018
11. Approval of Historic Tree Removal – 3454 County Walk Drive
12. Approval of Utility Service and Miscellaneous Receivable Write-offs for FY18

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

7e. Authorization of FY18 Expenditure for Superion, Inc. (formerly SunGard Public Sector, Inc.)

Mr. Johansson advised Council of the data breach within Superion in Ormond Beach, which caused the suspension of online bill pay and auto bill pay until there is notice that Port Orange accounts are safe, but recommends approval of the expenditure.

Motion to approve as written was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

10. Resolution No. 17-58 - Establishing and Approving an Early Retirement/Separation Program for Fiscal Year 2018

Councilman Bastian questioned the list of eligible employees and if Public Safety was included or not eligible.

Jamie Miller, Administrative Services Director, explained to Council that no one in the Public Safety Division meets the criteria of the 80+ years of combined service and age, but is working with outside legal counsel to try to set different parameters in the future.

Councilman Stiltner suggested allowing City employees after one year of retirement to be eligible for re-hire within the City, but not in the same department.

Motion to approve with modification to section 3d eligibility after one year of retirement to reapply for employment within the City in a different department was made by Councilman Stiltner, and Seconded by Councilman Tramont.

Mr. Johansson asked Council to leave the option of whether to rehire within the same department up to Staff.

Councilman Stiltner withdrew his motion
Councilman Tramont withdrew his second.

Motion to approve with modification to section 3d eligibility after one year of retirement to reapply for employment within the City was made by Councilman Stiltner, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

13. Cameron McClelland - Waiver of Rental Fees for Coraci fields

Cameron McClelland asked Council to consider waiving the rental fee for a temporary fence as well as the concession fees at Coraci fields for the upcoming 7th Annual Battle at the Beach Tournament.

Mr. Johansson advised Council due to recent budget constraints and the need to deduct an additional \$222,272 in additional line item costs, the city is not in a position to waive any fees for service delivery and a \$700 waiver is just not in the current budget.

Councilman Stiltner asked about other concession options and setting up their own fences.

Mr. Johansson believes this may not be an option because of liability reasons.

Councilman Tramont announced a conflict and will abstain from voting.

Motion to approve the waiver of fees was made by Vice Mayor Ford, and Seconded by Councilman Stiltner. Motion carried 3-1 with Councilman Bastian voting no.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Wendell Dallarosa, Citizen, asked Council if any decision or discussion was made yet on his presentation from last City Council Meeting and advised them on a situation that happened between him and a Port Orange Police Officer.

Ted Nofall, Citizen, asked Council to get rid of civil asset forfeiture.

Dianne Gardner, Citizen, questioned what case law is in place for the homeless and the City Police Officers dealing with a request to check on the well-being of the homeless person.

Dr. James Young, Business Owner and Citizen, thanked the City Council, City Manager, uniformed officers, and serviceman for the excellent jobs they are doing within the City.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Councilman Tramont denounced the recent KKK flyers that were distributed throughout the City.

Vice Mayor Ford would like to set up a workshop discussing policies to manage the traffic with the cities growth.

Councilman Bastian questioned the debris that was at the City Annex. He also asked Chief Fustin to explain the lapse in time of EVAC arrival on scene at an accident where a pedestrian was struck on the sidewalk.

Chief Fustin explained the Volusia County EMS owned up to their miscommunication mistake on this call.

Mayor Burnette asked Council if there is any action they would like to take on Mr. Dallarosa's presentation from the previous Council Meeting. Councilman Bastian does not believe there is such a thing as overreaction on any safety concern.

Council recessed for five minutes.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Florida City Government Week 2017 Proclamation

Mayor Burnette read the proclamation for Florida City Government Week 2017.

Christine Martindale, Public Information Officer, explained to the citizens what Port Orange University is and how it works.

Ann Pintiliano, Port Orange/South Daytona Chamber of Commerce, introduced three members of the Leadership 2017 group.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

16. Citizen Advisory Committee for TPO

Bobby Ball provided an update from the recent meetings held.

PUBLIC HEARING

17. First Reading - Ordinance No. 2017-30 – Rezoning/3518 Nova Road, Case No. 17-60000002

Mayor Burnette read Ordinance No. 2017-30.

ORDINANCE NO. 2017-30

AN ORDINANCE OF THE CITY OF PORT ORANGE REZONING +/- 1 ACRE LOCATED AT 3518 NOVA ROAD FROM MODERATE DENSITY MULTIFAMILY RESIDENTIAL (R-3M) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-30 on first reading was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Penelope Cruz, Planner, advised Council of the need for this administrative rezoning application, which is to correct a longstanding inconsistency with the zoning and the actual use of the property.

Motion carried unanimously by roll call vote.

I. REGULAR AGENDA

18. Ratification of Emergency Generator rental with Ring Power Corporation and Electrical Services with Economy Electric

Mr. Johansson provided details of the need for an emergency generator rental at the Water Reclamation Facility.

Motion to ratify the emergency purchase was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

19. Financial Report - August 2017

Tracey Riehm, Finance Director, provided details from the August 2017 financial report.

COMMENTS

20. City Attorney Comments

Ms. Roberts discussed Ashbritt debris management.

Motion to approve amendment #2 to task authorization #2 was made by Vice Mayor Ford and Seconded by Councilman Bastian. Motion carried 4-1 with Councilman Stiltner voting no.

21. City Manager Comments

Mr. Johansson asked Council to consider unfreezing additional personnel from the 2018 budget list: PD CSO, PD Officer, Community Development Administrative Assistant, and Public Utilities new positions. All of which Mr. Johansson believes are important to public safety and/or are not impacting or decreasing pressure on the FY18 general fund.

Motion to approve the unfreezing of the proposed positions was made by Councilman Tramont, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote.

- a. Report on the intent to award a Sole Source Purchase to Sunstate Meter & Supply, Inc.
- b. Report on intent to award of a Sole Source to Core & Main (formerly HD Supply Waterworks)

Mr. Johansson advised Council that these two items are on the agenda for transparency purposes. The purchases can be done without Council approval but with the history of the meters, he wanted Council to be aware.

Mr. Johansson stated AquaHawk information is still being vigorously advertised to citizens.

Councilman Tramont commended the City Manager on the call to suspend the online bill pay because of the breach in Ormond Beach as a precautionary measure.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

- a. ArtHaus – Vice Mayor Ford provided details of upcoming and recent events.
- b. Port Orange/South Daytona Chamber of Commerce – Mayor Burnette provided details of upcoming and recent events.

Regular City Council Meeting

October 17, 2017

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c. Roundtable of Elected Officials – Mayor Burnette provided information from the recent meeting.

ADJOURNMENT: 8:31 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: Yes

SUBJECT: (B7a) Rejection of all bids for ITB #17-34 Bid Request for Street and Parking Lot Pavement Markings-Project IMI002

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve the rejection of BID # 17-34 for Street and Parking Lot Pavement Markings.

SUMMARY: Bids for ITB #17-34 were received and opened on August 28, 2017. Proposals were received from Extreme Striping, Inc and Better Barricades Inc.

The Department is requesting to reject all bids due to an identified issue with the estimated quantities of stripe painting and marking removal requested to be bid on. The total estimated amount provided in the bid request was about 50% less than the actual needs of the striping program. The Department believes this discrepancy substantially increased the per unit cost per linear foot submitted by potential contractors.

Please approve the rejection of all bids in order to allow for an improved estimated quantity of units to be striped and markings to be removed to be re-bid.

Project No.: Funding Account No.:

ATTACHMENTS:

Alyssa Parnell	Created/Initiated - 10/02/2017
Alyssa Parnell	Approved - 10/09/2017
Lynn Stevens	Approved - 10/10/2017
Tracey Riehm	Approved - 10/23/2017
Margaret Roberts	Approved - 10/26/2017
Jake Johansson	Approved - 10/27/2017
Robin Fenwick	Final Approval - 10/27/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: Yes

SUBJECT: (B7b) Ratification of an emergency purchase to Mullins Underground, Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of Mullins Underground, Inc. for emergency gravity sewer repairs on Orange Avenue, Port Orange, Florida, in the amount of \$51,225.00.

SUMMARY: The Public Utilities Administration Department was notified that an 8" gravity sewer line had collapsed on Orange Avenue by the Tanglewood Mobile Home Park. Public Works initiated temporary road repairs until a permanent repair could be made.

The Utilities Department met with four contractors at the job site to determine the extent of repairs and obtained quotes. The following companies responded:

Gregori Construction - \$52,050
Mullins Underground, Inc. - \$51,225
Hazen Construction – No response
Charlie Horan – No response

On October 13, 2017, the temporary repair was not holding and immediate action was required to prevent a total collapse and road failure.

The Public Utilities Department is requesting an emergency purchase order be issued to Mullins Underground, Inc.; under the City of Port Orange Purchasing Ordinance, Section 2-271, Emergency Purchases.

Project No.: URH001 Funding Account No.: 401 0400 535 6397

ATTACHMENTS:

1.	Department Justification Memo	Department Justification Memo - Mullins Underground.pdf
2.	Quote - Mullins Underground	Quote - Mullins underground.pdf
3.	Quote - Gregori Const	Quote - Gregori Const.pdf

Julia Wiggins	Created/Initiated - 10/13/2017
Julia Wiggins	Approved - 10/13/2017
Rick Wilson	Approved - 10/13/2017
Lynn Stevens	Approved - 10/16/2017
Tracey Riehm	Approved - 10/23/2017
Margaret Roberts	Approved - 10/26/2017
Jake Johansson	Approved - 10/27/2017
Robin Fenwick	Final Approval - 10/27/2017



City of Port Orange Public Utilities Department

TO: M.H. Johansson, City Manager

THRU: Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Utilities Director

FROM: Julia Wiggins, Public Utilities Budget Analyst 

DATE: October 13, 2017

SUBJECT: Emergency Repair Request – Gravity Sewer Line Repair
Tanglewood Mobile Home Park on Orange Avenue

REQUEST:

The Public Utilities Department is requesting approval to award Mullins Underground, Inc. the emergency gravity sewer repairs on Orange Avenue, Port Orange, Florida, in the amount of \$51,225.00.

PURPOSE:

The purpose of this request is to maintain the City's infrastructure in compliance with State and federal regulations.

CONSIDERATION:

The Public Utilities Administration Department was notified that an 8" gravity sewer line had collapsed on Orange Avenue by the Tanglewood Mobile Home Park. Public Works initiated temporary road repairs until a permanent repair could be made.

The Utilities Department met with four contractors at the job site to determine the extent of repairs and obtained quotes. The following companies responded:

Gregori Construction - \$52,050
Mullins Underground, Inc. - \$51,225
Hazen Construction – No response
Charlie Horan – No response

As of today, the temporary repair is not holding an immediate action is required to prevent a total collapse and road failure.

The Public Utilities Department is requesting an emergency purchase order be issued to Mullins Underground, Inc.; under the City of Port Orange Purchasing Ordinance, Section 2-271, Emergency Purchases. This request has been placed on the November 7, 2017 Council Meeting for ratification.

FUNDING:

Sewer System Rehab Fund Available:
FY18 CIP Funds available \$500,000
401 0400 535 6397

RECOMMENDATION:

The Public Utilities Department is recommending approval to award Mullins Underground, Inc. the emergency gravity sewer repairs for Tanglewood Mobile Home Park on Orange Avenue, Port Orange, Florida; in the amount of \$51,225.00.

ANTICIPATED SCHEDULE:

- a.) Purchase order issued as soon as possible
- b.) Ratification November 7, 2017 (Boardsync item #2017-5423)

ATTACHMENTS:

- a.) Requisition
- b.) Quote – Mullins Underground, Inc.
- c.) Quote – Gregori Construction

Mullins Underground Inc.
394 Trafalga Ave
Port Orange, FL 32127
CUC# 1224739
386-235-2192
mullinsunderground@gmail.com

Proposal / Contract

To: City of Port Orange
Attn: Lynn Stevens
Phone:
Fax:

Date: (Revised) 10/11/17

Project: Orange Ave sewer pipe repair

Mullins Underground Inc. proposes to:
Furnish all Labor, equipment and material needed to repair sewer pipe on Orange Ave entering
Tanglewood mobile home estates. City has agreed to furnish MOT and by-pass pumping
Lump Sum price \$51,225.00

WE WILL BE RESPONSIBLE ONLY FOR WORK AS STATED ABOVE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

PLEASE SIGN BELOW AND RETURN ORIGINAL UPON ACCEPTANCE

UPON EXECUTION OF THIS PROPOSAL, THIS DOCUMENT BECOMES A CONTRACT. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified

Customer's Signature: _____ Date: _____

Printed Name: _____



Bid Proposal

To: Rick
City of Port Orange
1000 City Center Circle, Port Orange FL 321
italiaferro@port-orange.org

Phone: 386-212-4737

Fax:

Project: Tangle-wood Mobile Home Park
Sanitary Sewer Repair

Item #	Description	Est. Qty.	Unit Price	Est. Total
1	Sanitary Sewer Repair Lump Sum	1 LS	52,050.00	52,050.00
GRAND TOTAL:			\$	52,050.00

Our Bid is Based on the Following:

1. The above-listed price includes mobilization, labor, supervision, materials, and equipment required to install the items listed above, subject to the following terms, conditions, inclusions, and exclusions.
2. Our price is based on the following scope of work:
 - a. Sawcut existing road and install approx 15 LF 6" PVC sanitary sewer (gravity) pipe and re-grout into existing manhole).
 - b. Backfill and compact new pipe, install 6" concrete roadway subbase, and asphalt pavement over trench.
 - c. Replace concrete curb and 4" thick sidewalk
3. Our price does not include survey / layout or as-builts.
4. Our proposal includes excavation support per Trench Safety Act requirements Our price does not include bonds or permits. Our price includes dewatering and bypass pumping.
5. Maintenance Of Traffic by City
6. Sewer by-pass pumping by City.
7. Note earliest available start date 9/18/17

Please feel free to contact the undersigned should you have any questions or need further information regarding this quotation. We appreciate the opportunity to provide this pricing to you.

8/30/2017

Dale V. Mudrak, Project Manager



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

August 24th, 2017

Quote for Gravity Sewer line repair Tangle-wood Mobile Home Park

The City of Port Orange requires a repair on a gravity sewer line on Orange Ave at a manhole next to Tangle-wood Mobile Home Park. The roadway is being undermined due to a broken sewer line coming from the park. The line is approximately 10 to 15 feet deep. The city requires a means and method to have the repair completed and would like both options below explored.

Options

1. Point repair in sewer line

- a) Clean existing sewer line
- b) Install liner to repair crack in clay line

2.Repairs to gravity sewer line

- a) Open cut Orange Ave, dig up and repair line
- b) All gravity sanitary sewer lines shall be green PVC SDR 26, ASTM D-3034.
- c) MOT (TTC) as required. (City will provide)
- d) Sodding and restoration of disturbed area.
- e) Contractor responsible for road repairs. Must get density tests for road base compaction (98%).
- f) City Right-of-Way permit is required (no fee).
- g) City will provide By-Pass Pump
- h) The contractor will be responsible for dewatering the job site

E-Mail Quote to Troy Taliaferro @ ttaliaferro@port-orange.org

Contractors:

Gregory Construction

John Mullins

Charlie Horan

Hazen Construction



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: No

SUBJECT: (B7c) Award of Bid No. 17-33 Cambridge Canal Armoring Phase 3 Improvements

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to waive the minor bid irregularity (arithmetic error) and award Bid No. 17-33, Cambridge Canal Phase 3 Armoring Improvements to P&S Paving Inc. for \$367,925.00; and authorizing the Mayor and City Clerk to execute contract documents upon the City Attorney approval of the final contract documents.

SUMMARY: On September 22, 2017, the City received two (2) bids for Bid No. 17-33 Cambridge Canal Bank Armoring Improvements. P&S Paving Inc. submitted a low bid in the amount of \$368,725.00 and the second bidder was Estep Construction, Inc. with a bid amount of \$588,260.11. P&S Paving Inc. had one minor arithmetic error where the extension of the unit price for Item #3 was off by \$800.00. With correction, the total bid amount is \$367,925.00.

P&S Paving Inc. constructed the previous two phases of this project which involved the upgrade of the storm water conveyance and treatment system in the Cambridge basin including the installation of a major storm water pump station and hardening the canal walls or banks. This final phase includes the hardening of approximately 750 LF of the north side canal bank, east of Trailwood Drive, to the retention pond.

Project No.: DIP056 Funding Account No.: 41218005416397

ATTACHMENTS:

1.	Bid No. 17 33 Cambridge Canal Phase 3 Armoring Improvements	CAMBRIDGE Canal Bank Armoring Improvements FINAL PHASE BID PKG 17 33.pdf
2.	Addendum 1 Bid 17 33	CAMBRIDGE Final Phase ADDENDUM 1 OF 1.pdf
3.	P&S Paving Bid Submittal Bid No 17 33	CAMBRIDGE Canal Final Phase P&S BID SUBMITTAL bid 17 33.pdf
4.	Department Justification Letter	Department Justification Memo.pdf
5.	Recommendation Letter and Bid Tab from QLHA Mead Hunt	CAMBRIDGE Final Phase QLHA Mead Hunt Award Recommendation and Bid Tabulation.pdf
6.	P&S Corp Principal Certificate and Insurance Statement Bid 17	CAMBRIDGE PS Paving Corp Principal Certificate and Ins Statement Bid 17 33.pdf

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Kynah Cockcroft	Created/Initiated - 10/13/2017
Alyssa Parnell	Approved - 10/17/2017
Ronny Buttrum	Approved - 10/18/2017
Lynn Stevens	Approved - 10/23/2017
James Tillman	Approved - 10/23/2017
Tracey Riehm	Approved - 10/26/2017
Margaret Roberts	Approved - 10/27/2017
Jake Johansson	Approved - 10/27/2017
Robin Fenwick	Final Approval - 10/30/2017

CITY OF PORT ORANGE, FLORIDA

CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS BID # 17-33



AUGUST 2017

Prepared by:



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CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS
BID NO. 17-33**

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00410	Bid Bond
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00485	Drug Free/Tie Preference Statement
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00705	Release of All Claims
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01000	Project Requirements
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01600	Material and Equipment
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01740	Warranties and Bonds

DIVISION 2 - SITEWORK

02200	Site Grading
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DIVISION 3 – CONCRETE

03220	Segmental Retaining Walls
03300	Cast in Place and Poured Concrete
03400	Pre-Cast Concrete Structures

DIVISION 4 THROUGH DIVISION 16 NOT USED

END OF SECTION



SECTION 00020
Legal Notice to Bidders
Bid #17-33 Cambridge Canal Phase 3 Bank Armoring Improvements

Notice is hereby given that the City of Port Orange is accepting bids for Cambridge Canal Phase 3 Bank Armoring Improvements. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on September 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 meeting for the project at 10:00 A.M. (local time) on Sept 1, 2017. All bidders must attend. The representative of each bidder shall be an authorized employee of the bidder and shall sign in accordingly. The meeting will be held in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida.

DESCRIPTION: The City of Port Orange is seeking a qualified individual or firm to furnish all labor and perform all operations in connection with the construction of approximately 750 lineal feet of retaining wall along the north canal bank of the Cambridge Canal east of Trailwood Drive.

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, and at www.municode.com. Local vendors may be given a local preference of three percent 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 or from the Purchasing Manager, 1000 City Center Circle, Port Orange, Florida 32129 via email dbattaglia@port-orange.org All questions shall be directed in writing to the Purchasing agent, dbattaglia@port-orange.org and reference "Questions on Bid #17-33 Cambridge Canal Phase 3 Bank Armoring Improvements" in the subject line. Last day for questions will be September 8, 2017 at 5:00 P.M.

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

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. All bidders are required to complete and submit an original or certified copy of Certificate of Liability Insurance, the Public Entity Crime Statement, the Anti-Collusion Statement, the Drug Free Tie Bid Preference Statement and any other document as requested in the solicitation.

No bids received after the time and date specified in the bid document 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 addressed to Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, in a **SEALED ENVELOPE** plainly marked on the outside: **"Bid #17-33 Cambridge Canal Phase 3 Bank Armoring Improvements"** and delivered to the City Clerk's office as same address.

Purchasing Manager, Legal Ad - One Time –August 18, 2017

SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Quentin L. Hampton Associates, Inc., a Mead & Hunt Company and entitled,

“CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS”

- B. The location of the project is Port Orange, Florida.

1.02 DEFINED TERMS.

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

- A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS.

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00300-3 under Supplemental Requirements.

1.05 BIDDER'S QUALIFICATIONS.

The Bidder will also be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

- a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;
- b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,
- c. A sworn statement showing his current assets and liabilities as of a date not more than ninetyeth (90) days prior to the date of submission.

If the Owner approves the above required statements, and the Proposal is accompanied by the specified security, then the person, firm, or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY.

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES.

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may

deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL.

In preparing Proposals in the manner prescribed under Paragraph 1.14, 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/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be 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 in Section 00310, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00300, Proposal.

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.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00310 with each bid. The bid may be considered non-responsive without this form.

The Bidder 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.

1.09 PROPOSAL SECURITY.

Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS.

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of Ninety (90) days after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS.

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS.

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 SCOPE OF WORK.

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.14 SUBMITTING PROPOSAL.

Two (2) copies of all required information will be included in an opaque, sealed envelope addressed to the Purchasing Manager. The name of the bidder shall appear in the upper left hand corner of the envelope and the following notation shall appear in the lower left hand corner.

**CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS
BID #17-33**

The contents of the required submittal include:

<u>Section</u>	<u>Title</u>
00300	Proposal
00310	Schedule of Unit Prices
00320	Statement of Bidder's Qualifications
00330	Listing of Subcontractors
00331	Listing of Previous Experience
00410	Bid Bond
00470	Public Entity Crimes Statement
00480	Anti-Collusion Statement
00485	Drug Free/Tie Preference Statement
00490	Trench Safety Affidavit
00620	Certificate as to Corporate Principal
00800A	City of Port Orange's Insurance Requirements

1.15 AWARD AND EXECUTION OF CONTRACT.

The City reserves the right to consider cooperative contracts, federal, state, municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

When a Proposal 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 in Paragraph 1.09 of Section 00100.

If the Contractor(s) executes his Contract as herein provided and the Contract is not executed by the Owner within ninety (90) days after the receipt thereof from the Contractor, the Owner upon

written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

1.16 CANCELLATION OF AWARD.

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.17 SURETY BONDS.

With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00100, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.

Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.18 INDEMNITY AND INSURANCE.

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

- A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

- B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorneys fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.
- C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.
- D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.19 CANCELLATION OF CONTRACT.

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.20 COMPLETION TIME AND LIQUIDATED DAMAGES.

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

1.21 PAYMENT OF TAXES.

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.22 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

END OF SECTION

**SECTION 00300
PROPOSAL**

FOR

CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS

BID # 17-33

(To be Completed in Duplicate)

Bidder's Name: _____

Submitted: _____, 20__

City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

"CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS"

for the City of Port Orange, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid. **The estimated bid totals:**

TOTAL BASE BID: _____
(In Words)

Dollars \$ _____ (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the 'Notice to Proceed' and that the work shall be substantially complete within **60 days** with an additional **30 days** for final completion, including all weekends and holidays.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stated completion time stipulated above the sum of **\$600 (Six Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed

the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Proposal: Section 00300 including Acknowledgement of Addenda
Schedule of Unit Prices: Section 00310
Statement of Bidder's Qualifications: 00320
Listing of Subcontractors: Section 00330
Listing of Previous Experience: Section 00331
Bid Bond: Section 00410
Public Entity Crimes Statement: Section 00470
Anti-Collusion Statement: Section 00480
Drug Free/Tie Preference Statement: Section 00485
Trench Safety Affidavit: Section 00490
Certificate as to Corporate Principal: Section 00620
City of Port Orange Insurance Requirements: Section 00800A

REQUIRED DISCLOSURE

At its sole discretion, the City of Port Orange, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

The City reserves the right to award any or all parts to most responsive qualified bidder in order to construct the improvements in a timely manner.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major

Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions. The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items: NONE

Category II - Major Equipment Items: NONE

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____ Bank of
_____ or Bid Bond for the sum of
_____ Dollars (_____),
made payable to _____(Owner).

(Name of Bidder) (Affix Seal)

(Signature of Officer)

(Title of Officer)

Name of Bidder

Address

City/State/Zip

Telephone

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals,
are as follows:

END OF SECTION



**"ATTACHMENT 1" ITB 17-33 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS**

ITB# 17-33

Completed Attachment 1 Bid Proposal 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 QUANTITY COST	EXTENDED COST
A. PRELIMINARY ITEMS					
1	Mobilization and Soil Erosion Control	1	LS	\$ -	\$ -
2	Pre-Construction Video	1	LS	\$ -	\$ -
3	Clearing, Grubbing, Excavation, Grading and Embankment	1	LS	\$ -	\$ -
B. CANAL BANK ARMORING ITEMS					
1	Retaining Wall Construction				
	a) Wall Foundation incl. compaction and rock leveling pad	650	LF	\$ -	\$ -
	b) Standard Block (face area)	1950	SF	\$ -	\$ -
	c) Top Block (face area)	975	SF	\$ -	\$ -
2	Yard Drain Assembly	1	EA	\$ -	\$ -
3	Construct Drainage Pipe				
	a) 12" HDPE	20	LF	\$ -	\$ -
4	Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
5	Furnish and Install Sod				
	a) Bahia	3000	SY	\$ -	\$ -
C. MISCELLANEOUS					
1	Layout/As-built Drawings	1	LS	\$ -	\$ -
2	Unsuitable Material Excavation/Replacement	20	CY	\$ -	\$ -
3	Rock riprap bank protection	25	SY	\$ -	\$ -
4	Bulk Concrete	10	CY	\$ -	\$ -
5	Field Locate and Expose Existing Utilities	1	LS	\$ -	\$ -
6	Compliance with Trench Safety Act	1	LS	\$ -	\$ -
TOTAL BASE BID					\$ 5,000.00

SECTION 00320

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the 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.
- M.⁽²⁾ Bidder shall state the qualifications and experience for the resident superintendent.
- 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?
- 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 Bidder's Qualifications.

Dated this _____ day of _____ 20____.

Name of Bidder

By:_____

Title

State of _____

County of _____

_____ being duly sworn deposes and says that he
is the _____ of _____ and that the
answers to the _____.

Name of Organization

Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

SECTION 00330
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the hereinafter called the Owner, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS
BID NO. 17-33

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

Witness

Address

ATTEST:

Corporate Principal

President AFFIX
CORPORATE SEAL

Address

By _____

AFFIX
CORPORATE SEAL

Corporate Surety

ATTEST:

Title

END OF SECTION

SECTION 00470
PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant _____, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that “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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm:

By: _____
Name and Title

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

END OF SECTION

SECTION 00480
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this 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 bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM:_____

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

TITLE:_____

ADDRESS:_____

CITY AND STATE:_____

TELEPHONE:_____

COMPLETION TIME:_____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of _____.

NO BID (REASON)_____

SECTION 00485
DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, 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.

FIRM:

Name and Title:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

**SECTION 00490
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Cost in Words)

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: _____

DATE: _____

BY: _____

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format)

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.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

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INTRODUCTION

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC C-200, 2007 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC C-410, 2007 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition), and the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

This Agreement form assumes use of a Project Manual that contains the following documentary information for a construction project:

- Bidding Requirements, which include the advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders; and
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.

The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter, and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive rekeying. (The definitions of terms used in this Agreement, including "Bidding Documents," "Bidding Requirements," and "Contract Documents," are set forth Article 1 of the General Conditions.)

Suggested provisions are accompanied by "Notes to User" to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location: doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in the Uniform Location of Subject Matter (EJCDC N-122).

EJCDC has designated Section 00520 for this Agreement. If this convention is used, the first page of the Agreement would be numbered 00520-1. If CSI's MasterFormat 04™ is being used for the Project Manual, consult MasterFormat 04 for the appropriate section number and number the pages accordingly.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix "I," those of the Bid Form are referenced with the prefix "BF," and those of this Agreement are referenced with the prefix "A."

NOTE: EJCDC publications may be purchased from any of the organizations listed on the page immediately following the cover page of this document.

THIS AGREEMENT is by and between The City of Port Orange (“Owner”) and _____ (“Contractor”).

[or]

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$600.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$600.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

NOTE TO USER

If failure to reach a Milestone on time is of such consequence that the assessment of liquidated damages for failure to reach one or more Milestones on time is to be provided, appropriate amending or supplementing language should be inserted here.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$_____

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
---------------------------	--------------------	-------------	-------------------------------------	---------------------------------	------------------

Total of all Bid Prices (Unit Price Work) \$_____

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

NOTES TO USER

- 1. If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions.*
- 2. Depending upon the particular project bid form used, use 5.01.A alone, 5.01.A and 5.01.B together, 5.01.B alone, or 5.01.C alone, deleting those not used and renumbering accordingly. If 5.01.C is used, Contractor's Bid is attached as an exhibit and listed as a Contract Document in A-9.*

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the _____ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. _____ percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. _____ percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to _____ percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

NOTE TO USER

Typical values used in Paragraph 6.02.B are 100 percent and 200 percent respectively.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of _____ percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

NOTE TO USER

Modify the above paragraph if there are no such reports or drawings.

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

NOTE TO USER

If the Contract Documents do not identify any Site-related reports and drawings, modify this paragraph accordingly.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to __, inclusive).
2. Performance bond (pages ____ to ____, inclusive).
3. Payment bond (pages ____ to ____, inclusive).
4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages ____ to ____, inclusive).
6. Supplementary Conditions (pages ____ to ____, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of ____ sheets with each sheet bearing the following general title: ____ [or] the Drawings listed on attached sheet index.
9. Addenda (numbers ____ to ____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

NOTE TO USER

If any of the items listed are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

NOTES TO USER

1. *If Owner intends to assign a procurement contract (for goods and services) to the Contractor, see Notes to User at Article 23 of Suggested Instructions to Bidders for Procurement Contracts (EJCDC P-200, 2000 Edition) for provisions to be inserted in this Article.*
2. *Insert other provisions here if applicable.*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

NOTE TO USER

See I-21 and correlate procedures for format and signing of the documents.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

NOTE TO USER

The Effective Date of the Agreement and the dates of any Construction Performance Bond (EJCDC C-610) and Construction Payment Bond (EJCDC C-615) should be the same, if possible. In no case may the date of any bonds be earlier than the Effective Date of the Agreement.

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

SECTION 00620
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.

AFFIX CORPORATE SEAL

END OF SECTION

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:

Michael Johansson, City Manager

Phone Number:

(386) 506-5501

Amount: \$ _____

City Case/Project No. 17-33

Description of Work: Construction of approximately 750 lineal feet of retaining wall along the north canal bank of the Cambridge Canal east of Trailwood Drive.

Project Location:

Port Orange, Volusia County, Florida

Legal Description:

City Right of Way or Easement

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

**CAMBRIDGE CANAL PHASE 3 BANK ARMORING
IMPROVEMENTS**

Name of Project

City Project No. 17-33

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.

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.

SECTION 00650
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
_____, in writing thirty (30) days prior to cancellation of the policy.

(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.)

END OF SECTION

SECTION 00660
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

END OF SECTION

SECTION 00665
CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION

This is to certify that _____, Company has issued
to _____, of the City of _____, State
of _____, the following policy or policies: Workmen's Compensation and
Employer's Liability Policy No. _____ effective on _____, 20____ limits
_____ 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 policy.

(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.)

END OF SECTION

SECTION 00670
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, Inc., a Mead & Hunt Company, P.O. Drawer 290247, 4401 Eastport Parkway, Port Orange, Florida 32127.

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, State of Florida

Notary Printed Name

END OF SECTION

**SECTION 00680
RECEIPT AND RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____ of _____
was heretofore, on _____, 20____, award a Contract by _____
for the Contract Price of _____ to furnish all the materials and labor in the
construction of a project entitled: **CAMBRIDGE CANAL PHASE 3 BANK ARMORING
IMPROVEMENTS, BID NO. 17-33**, in accordance with the plans and specifications therefore,
as prepared by Quentin L. Hampton Associates, Inc., a Mead & Hunt Company, 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, from 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 _____

Before me, the undersigned authority, personally appeared _____, to me well
known and known to me to be the person described in and who executed the foregoing instrument,
and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____,
_____, 20 ____.

My Commission Expires: _____

Notary Public, State of Florida

END OF SECTION

**SECTION 00690
CONSENT OF SURETY
FOR FINAL PAYMENT**

Project Name **CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS
BID NO. 17-33.**

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 _____

END OF SECTION

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

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

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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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.

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.

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.

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.

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.

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.

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

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.

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,

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

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.

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

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.

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.

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

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.

- 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

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.

- 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,

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:

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

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

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.

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.

- 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:

- 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:

- 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

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.

- 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.

- 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.

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.

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

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.

- 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

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,

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

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.

- 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.

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.

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.

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

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.

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

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;

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).

- 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

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.

- 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, expeditors, 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.

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

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

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.

- 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.

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

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.

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.

- 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

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.

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.

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:

- 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

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

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

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:

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);

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;

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.

- 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.

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.

**SECTION 00705
RELEASE OF ALL CLAIMS**

STATE OF _____

COUNTY OF _____

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum
of: _____ Dollars (\$_____)

set out in the accompanying Estimate Statement No. _____ Final, the receipt of which is
hereby acknowledged, is accepted as full and complete payment for all work done, materials
furnished, and damages or claims arising under the City of Port Orange Contract
entitled _____.

CONTRACTOR

WITNESSES:

TITLE: _____

(SEAL)

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

Notary Public

My commission Expires: _____

(SEAL)

END OF SECTION

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-1.01A.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.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.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 Contract 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. Copies of bond documents shall be attached to each complete set 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, except as extended in accordance with the Contract documents.

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-3.03 Add the following immediately after paragraph 3.03B of the Standard General Conditions:

C. Order of Precedence of Contract Documents:

1. In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:
 - a. Permits
 - b. Change Orders
 - c. Contract Agreement
 - d. Specification
 - e. Drawings
2. Within the Specifications, the order of precedence is as follows:
 - a. Addenda
 - b. Notice to Bidders
 - c. Instructions to Bidders
 - d. Supplementary General Conditions
 - e. General Conditions
 - f. Division 1, General Requirements
 - g. Technical Specifications
 - h. Referenced Standard Specifications
3. With reference to the Drawings, the order of precedence for each item "3.a." through "d." is as follows:
 - a. Figures govern over Scaled Dimensions
 - b. Detail Drawings govern over General Drawings
 - c. Change Order Drawings govern over Contract Drawings
 - d. Contract Drawings Govern over Standard or Shop Drawings

- SC-4.02 Delete paragraphs 4.02.A and 4.02.B in their entirety and insert the following:
- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.
- 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 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:
- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.
- 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.

SC-5.01 Add a new paragraph immediately after paragraph 5.01C of the Standard General Conditions which read as follows:

- C. 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-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers Compensation and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | |
|--|----------------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | \$1,000,000.00 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:

- | | |
|---|----------------|
| a. General Aggregate | \$1,000,000.00 |
| b. Products-Completed
Operations Aggregate | N/A |
| c. Personal and Advertising
Injury | \$1,000,000.00 |

- d. Each Occurrence
(Bodily Injury and
Property Damage) \$1,000,000.00
- e. Property Damage liability insurance will provide Explosion,
Collapse, and Under-ground coverages where applicable.
- f. Excess or Umbrella Liability
 - ☒ General Aggregate \$1,000,000.00
 - ☒ Each Occurrence \$500,000.00

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

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-5.06A 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 . This insurance shall:
 - 1. Include the interests of OWNER, CONTRACTOR, SUBCONTRACTORS, ENGINEER, and the officers directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
 - 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and 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, 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 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;
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.
8. Comply with the requirements of Paragraph 5.06.C of the General Conditions.

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-5.06E | Delete paragraph 5.06E of the Standard General Conditions in its entirety. |
| SC-5.10 | <p>Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:</p> <p style="margin-left: 40px;">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.</p> |
| SC-6.02 | <p>Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:</p> <p style="margin-left: 40px;">C. Except as restricted by local ordinance, maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours</p> |

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 Add a new paragraph immediately after Paragraph 6.06.G:

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

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 shall be permitted upon mutual agreement of the OWNER and CONTRACTOR.

- 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 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 Add the following at the end of paragraph 6.20A of the Standard General Conditions:

In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

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 when the Work is to be done in conjunction with other 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-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-12.01.C Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided however, that on any subcontracted work the total maximum Contractor's fee to be paid by Owner including all tiers of subcontractors under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

SC-12.03 Paragraph 12.03B 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 testing 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 13.04C.

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 Contract 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

SECTION 00800-A

CONTRACTORS STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION CLAUSE

I. INSURANCE

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of PORT ORANGE as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. Written notice of cancellation, non-renewal or adverse change to the City of PORT ORANGE Purchasing Manager by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract project number; and shall be delivered to the City not less than 30 days prior to the cancellation, nonrenewal, or adverse action.
- C. The "City of PORT ORANGE," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

- F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.
- G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of PORT ORANGE.
- H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of PORT ORANGE" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

A. **WORKERS' COMPENSATION - STATUTORY** - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

B. **COMMERCIAL GENERAL LIABILITY** - with minimum limits of:

\$1,000,000	General Aggregate
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal and Advertisement Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

C. **BUSINESS AUTOMOBILE LIABILITY** - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-owned Automobiles
- (4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

A. **BUILDER'S RISK** - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

- (1) Maximum Deductible - \$5,000 each claim
- (2) Certified Copy of the policy must be provided to the City prior to the commencement of work.
- (3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.

- (4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 - (5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 - (6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
- (1) "All Risk" coverage to include transit and installation.
 - (2) Amount of Insurance - 100% of installed replacement cost value
 - (3) Maximum Deductible - \$5,000 each claim.
 - (4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
 - (5) Certified Copy of the policy must be provided to the City prior to commencement of work.
 - (6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. **CERTIFICATE OF INSURANCE CLAUSES**

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

- A. Insurers shall have no right of recovery or subrogation against the City of PORT ORANGE (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
- B. The clause "other insurance" in a policy in which the City of PORT ORANGE is named as an Insured shall not apply to the City of PORT ORANGE.
- C. The insurance companies issuing the policies shall have no recourse against the City of PORT ORANGE (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
- D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
- E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

- F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of PORT ORANGE, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of PORT ORANGE and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of PORT ORANGE's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

- VI.** The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.
- VII.** A Wavier of Subrogation shall be provided to the City.
- VIII.** The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

CITY OF PORT ORANGE, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u>	<u>Minimum Limits Required</u>	
<u> X </u>	Commercial General Liability	\$ <u>1,000,000</u>	General Aggregate
<u> X </u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
___	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
___	_____	\$ <u>1,000,000</u>	Each Occurrence
___	_____	\$ <u>100,000</u>	Fire Damage
<u> X </u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u> X </u>	<u>Worker's Compensation and</u>	Statutory	
	<u>Employer's Liability</u>	\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
___	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	*Occurrence (Y/N): _____		
	*Defense included in Limits (Y/N): _____		
<u> X </u>	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
___	<u>Other</u>		
	_____	\$	
	_____	\$	

- X The Certificate of Insurance must show "The City of PORT ORANGE, elected officials and employees" and the adjacent property owners as an additional insured.
- X Certificates must give to the City of PORT ORANGE 30 days' prior written notice of cancellation, non-renewal, or adverse change.
- X Certificates must identify bid number and bid title.
- X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

**SECTION 00841
NOTICE OF AWARD FORM**

Date: _____

Contractor: _____

Project: **CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS
BID NO. 17-33**

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____, for the above Contract has been considered and the OWNER, expects to award you a contract for:

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____
Dollars (\$_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- ◆ Agreement Between Owner and Contractor
- ◆ Payment and Performance Bond
- ◆ Public Construction Bond
- ◆ Insurance Requirements
- ◆ Affidavit Regarding Workman's Compensation
- ◆ Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award that is by _____, 20____.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.
3. You must provide, in writing, the correct name and address of the surety which is providing the Payment and Performance Bond for Public Construction and the correct name and

address of the surety's resident agent for service of process in Florida.

4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

(Authorized Signature)

(Title)

END OF SECTION

SECTION 00842
NOTICE TO PROCEED FORM

Contractor: _____

Date: _____

Notice to Proceed on Project: _____

You are notified that the Contract Time under the above contract will commence to run on _____, 20__. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____, 20__, and _____, 20__, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

Instruction to Bidders
Bid Form
Bid Bond
Executed Agreement
Payment and Performance Bond
Public Construction Bond
Certificates of Insurance
General Conditions
Supplementary Conditions
Notice of Award
Specifications
Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

By: _____

(Name/Title)

(Date)

END OF SECTION

SECTION 00843
CHANGE ORDER #

PROJECT:	Cambridge Canal Phase 3 Bank Armoring Improvements
OWNER:	City of Port Orange, Florida
OWNER BID NUMBER:	Bid No. 17-33
CONTRACTOR:	
ENGINEER:	Quentin L. Hampton Associates, Inc., a Mead & Hunt Company
DATE OF ISSUANCE:	_____
EFFECTIVE DATE:	_____

The following changes are hereby made to the Contract Documents:

<u>CHANGE IN CONTRACT PRICE:</u>	<u>CHANGE IN CONTRACT TIME:</u>
ORIGINAL CONTRACT PRICE: \$	ORIGINAL CONTRACT TIMES: Notice to Proceed: Contract Duration: Contract Deadline:
NET CHANGES FROM PREVIOUS CHANGE ORDERS NO. ____ TO NO. ____:	NET CHANGE FROM PREVIOUS CHANGE ORDERS NO. ____ TO NO. ____: Substantial Completion 0 days Final Completion 0 days
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER: \$	CONTRACT TIMES PRIOR TO THIS CHANGE ORDER: Contract Duration: Substantial Completion days Final Completion days Contract Deadline: Substantial Completion Final Completion
NET INCREASE (DECREASE) OF THIS CHANGE ORDER: \$	NET INCREASE (DECREASE) OF THIS CHANGE ORDER: Contract Duration: Substantial Completion 0 days Final Completion 0 days
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS: \$	CONTRACT TIMES WITH ALL APPROVED CHANGE ORDERS: Contract Duration: Substantial Completion days Final Completion days Contract Deadline: Substantial Completion Final Completion

CHANGES ORDERED:

- I. GENERAL: This change order is necessary to cover changes in the work to be performed under this Contract. 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 the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

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 the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

CONTRACT PRICE: Contract is increase by \$ for this recommended change.

CONTRACT TIME: No Change

III. JUSTIFICATION:

- IV. PAYMENT: Cost is based on contract unit prices and is fair and reasonable.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and, 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 the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders. 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.

ACCEPTED BY:

(Contractor)

RECOMMENDED BY:

Quentin L. Hampton Associates, Inc.
a Mead & Hunt Company
(Engineer)

(Authorized Signature)

(Date)

(Authorized Signature)

(Date)

APPROVED BY:

City of Port Orange
(Owner)

By: _____
Donald O. Burnette
Mayor

(Date)

By: _____
Robin Fenwick
City Clerk

(Date)

SECTION 00844

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		\$ 0.00	\$ 0.00
Approved this month			
Number	Date Approved		
TOTALS		\$ 0.00	\$ 0.00
Net Change by Change Orders			\$ 0.00

1.	ORIGINAL CONTRACT SUM	\$ 0.00
2.	Net Change by Change Order	\$ 0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	\$ 0.00
4.	TOTAL COMPLETED AND STORED TO DATE	\$
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
	a. ____% of Completed Work	\$
	b. ____% of Stored Material	\$
	Total Retainage (Line 5a and 5b)	\$ 0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8.	AMOUNT DUE THIS APPLICATION	\$ 0.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 0.00

Contractor's Certification

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

Dated _____

(Contractor)

By: _____
(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Quentin L. Hampton Associates, Inc., a Mead & Hunt Company

By: _____
(Authorized Signature)

Date: _____

Owner's Approval

By: _____

(Title)

Acct No. _____

Date: _____

END OF SECTION

SECTION 00844
BID ITEM PAY REQUEST FORM

Application No.
Project:

Application Date:
Period Ending:
Contractor:

Owner:

[illegible]

Section 00846
Stored Materials Summary

Owner:

Project:

Bid No.:

Contractor:

Date:

Received thru:

Installed thru:

[illegible]

Subtotal
Sales Tax
Total

SECTION 00848
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
Owner

And To: _____
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion

Certificate of Substantial Completion
Page 1 of 3

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Certificate of Substantial Completion
Page 2 of 3

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20__.

(Engineer)

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

(Contractor)

By _____

END OF SECTION

Certificate of Substantial Completion
Page 3 of 3

SECTION 00849
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: **"CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS, BID NO. 17-33"**, 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: _____

END OF SECTION

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 or 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 for 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 **CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Construction of approximately 750 lineal feet of retaining wall along the north canal bank of the Cambridge Canal east of Trailwood Drive.

- 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.

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.
 - 1. Clearing, grubbing, and demolition.
 - 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.
 - 16. Field locating and exposing of existing utilities.
- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Mobilization and Soil/Erosion Control

Bid Item A1

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. The cost of bonds, required insurance, permits and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this item.

Included in this lump sum item is completion of erosion control silt fencing, floating turbidity barriers, soil tracking prevention device and other items/means necessary in accordance with the contract plans and specifications. Payment will be full compensation for all materials, labor, equipment, and work necessary to complete the work in accordance with City/State/Federal requirements and the contract plans and specifications including submission of NPDES NOI and preparation of SWPPP.

2.02 Pre-Construction Video

Bid Item A2

Lump sum payment will be made based on delivery to the City of two 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 video taping in accordance with the project specifications. Construction work shall not start until video tapes are delivered and approved by the project representative. The video will include all adjacent back yard structures, pools, walls, etc in order to document existing conditions/damages prior to mobilization.

2.03 Clearing, Grubbing, Excavation, Grading and Embankment

Bid Item A3

Lump sum payment shall be made at the percent complete and shall include all costs associated with clearing and grubbing the site and removing trees and vegetation scheduled for removal in accordance with F.D.O.T. Standard Specification Sections 110 and 120. This item includes the proper disposal of all cleared materials. This item includes all excavation, grading, and embankment within the entire project area including the fill required behind the gravity wall to the top of bank. Work included under this item includes all labor, materials and equipment necessary to construct the project as shown on the plans and described in the specifications. The contractor shall utilize the excavated material to the greatest extent possible for areas where embankment is required. No additional payment will be made for additional fill needed to complete the project.

2.04 Retaining Wall Construction

Bid Item B1

Payment shall be made at the applicable unit price per square foot of wall face or lineal foot of foundation. The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, and materials needed to properly construct the retaining wall as indicated in the construction plans. The Contractor is responsible for removal of silt, muck, rock, and compaction of the sediment beneath the retaining wall to the required proctor, moisture content and density and providing compaction testing every 50 linear feet of wall at no additional cost to the owner.

The Contractor shall submit a shop drawing to the Engineer for approval prior to manufacturing, purchase or construction. Any products or materials manufactured, purchased or installed prior to shop drawing approval will need to be replaced at the Contractor's expense if corresponding

shop drawings are not approved by the Engineer.

2.05 Yard Drain Assembly

Bid Item B2

Payment shall be made at the applicable unit cost for each yard drain assembly installed as directed by the Owner's representative per the details on the plans and shall be full compensation for all dewatering, excavation backfill compaction, testing material, fittings, equipment, labor, markers and restoration where not paid by a separate item. The Contractor shall coordinate with the City in locating each yard drain as needed. This item includes the yard drain, 20-ft of 12-inch pipe, wall penetration and other items shown on the detail. All work shall comply with City of Port Orange Utility Standards.

2.06 Construct Drainage Pipe

Bid Item B3

Payment shall be made at the applicable unit price per linear foot and shall be full compensation for furnishing all plant, labor, materials and equipment and constructing the storm sewer complete and ready for operation as shown on the project plans and specifications including approved filter fabric wrap per plan detail at each joint of pipe. This item includes the cost of removal of existing storm sewers where shown and the concrete collars needed to join existing pipes to proposed. Perforated HDPE, if specified, shall include geotextile sock and/or wrap.

2.07 Utility Adjustments

Bid Item B4

An allowance of \$5,000.00 is included for utility adjustments that are required during construction. As unforeseen utility conflicts are encountered, the Contractor shall provide a cost to adjust based on actual estimated labor and material cost. The cost will be payable under this allowance item. The Contractor shall coordinate with the utility for scheduling of the work. All work shall comply with City of Port Orange Utility Standards.

2.08 Furnish and Install Sod

Bid Item B5

Payment shall be made at the applicable unit price for the type of sod installed and shall be full compensation for furnishing all plant labor, materials and equipment necessary to furnish and properly install sod within the limits shown on the Drawings. Item shall include watering and maintenance for a one-month period. Dead or insect infested sod shall be replaced by the Contractor at no cost to the Owner if manifestation of damage becomes apparent within the one month maintenance period. Sod shall be installed "staggered" with no gaps on unlevel surfaces for payment to be made.

2.09 Layout/As-built Drawings

Bid Item C1

Payment shall be made at the lump sum amount or portion thereof for the layout of all proposed improvements by a licensed surveyor registered in the State of Florida. Work shall include the staking of right-of-way and easement lines adjacent to proposed improvements. Surveyor shall verify existing inverts and other tie-in locations and notify Engineer of any discrepancies. Engineer shall provide design bench mark information. This item also includes the delivery to the

Engineer of as-built drawings, signed and sealed by a professional land surveyor, licensed in the State of Florida. Periodical as-builts shall be submitted with each pay estimate on which the Engineer shall rely to ensure the pay items are constructed in accordance with the design locations and elevations. Progress payments submitted without updated as-builts to document work constructed that pay period shall be a basis for rejection of the pay request until such time as the as-builts of work completed immediately prior to the current progress pay period are submitted with the pay requests. As-builts shall conform to requirements listed in the contract documents.

2.10 Unsuitable Material Excavation/Replacement

Bid Item C2

Where field conditions indicate the necessity for removing unsuitable material or muck from trench or structure excavations; and where such excavations require the removal of muck or other unsuitable material as determined by the Engineer, and replacement with suitable material, payment will be made at the contract unit price per cubic yard for such muck material removed and replaced with clean fill upon the basis of in place measurement of the material removed.

This item is included for the possibility of unsuitable material found beyond the wall foundation limits that may cause the wall to fail. No payment will be made for removal of material within the wall foundation limits shown.

2.11 Rock Rip Rap Bank Protection incl. Bedding Rock & Filter Fabric

Bid Item C3

Payment shall be made at the applicable unit price for rock rip rap installed. Payment shall be full compensation for furnishing all plant labor, materials and equipment necessary to furnish and properly install the rip rap within the limits shown on the drawings. This item includes filter fabric and bedding rock required for under rock. Flowable fill may be substituted for riprap where access is difficult for placing riprap.

2.12 Bulk Concrete

Bid Item C4

Payment per cubic yard will be made based on completion of concrete encasement or collars placed in accordance with the contract plans and specifications. Payment will be full compensation for all materials, labor, equipment and work necessary to complete the work in accordance with the contract plans and specifications, and DOT (storm sewers) requirements.

2.13 Field Locate & Expose Existing Utilities

Bid Item C5

Payment at the applicable lump sum price will be made based on completion of exposing, existing utilities within the contract work limits. Gravity conflicts (sewer, water, etc.) shall be located and elevations of such provided to the Engineer during storm structure shop drawing review to allow for design modifications to avoid conflicts. 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.

2.14 Compliance with Florida “Trench Safety Act”

Bid Item C6

Lump sum payment will be made based on the contractor’s full and complete compliance with the State of Florida Trench Safety Act.

END SECTION

SECTION 01027
APPLICATION FOR PAYMENT

PART I - 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 00520.
 - 2. Construction Progress Schedules: Section 01310.
 - 3. Construction Photographs: Section 01380.
 - 4. 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 8-1/2 inch x 11 inch 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 II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

SECTION 01091
REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

- A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from said standards or requirements.
- B. Assignment of Specialists. In certain instances, specification test requires (or implies) that specific work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. They are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to or exceed the requirements of such referenced documents which are not in conflict with the requirements of these Specifications or applicable codes.
- B. References herein to "Building Code" shall mean the latest edition of the Florida Building Code. The latest edition of the code as approved and used by the local agency as of the date of award as adopted by the agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

- C. In case of conflict between codes, reference standards, Drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.
- D. Applicable Standard Specifications. The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed.

PART II - PRODUCTS (Not Used)

PART III - 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 coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.
2. The Engineer shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
 - d. Take and distribute meeting minutes.
3. The Contractor shall:
 - a. Attend all meetings along with pertinent subcontractors and suppliers.
 - b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
 - c. Provide requested information at meetings.
4. The Owner shall:
 - a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. Related Requirements Described Elsewhere:

1. Construction Progress Schedules: Section 01310.
2. Shop Drawings: Section 01340.
3. Project Record Documents: Section 01720.

1.02 PRECONSTRUCTION MEETING

- A. Purpose: To initiate coordination of contractual requirements prior to start of work.
- B. Scheduling: Engineer will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

D. Attendance:

1. Owner's representative.
2. Engineer and his sub-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 franchised utility representatives, as appropriate.
8. Permit agency representatives, as appropriate.
9. Funding agency representatives, as appropriate.
10. Others as requested by the Contractor, Owner, and Engineer.

E. Suggested Agenda:

1. Introductions and Roles
2. Contract Execution and Dates
 - a. Contracts
 - b. Contract Time/Dates
 - c. Copies of Conformed Documents
3. Communications
 - a. Lines of Communication
 - b. Coordination Meetings
 - c. Contact List
 - d. Requests for Information (RFIs)
4. Preconstruction Matters
 - a. Submittals
 - b. Material Acquisition
 - c. Mobilization
 - d. Permitting
5. Construction/Coordination
 - a. Working Days/Hours
 - b. Change Orders
 - c. Locating Existing Facilities
 - d. Demolition
 - e. Testing
 - f. Updated Schedules

6. Pay Requests
 - a. Process
 - b. Schedule of Values
 - c. Stored Materials
 - d. Preliminary As-Builts
7. Contract Closeout
 - a. Substantial Completion
 - b. Punch-list
 - c. Final Acceptance
 - d. Warranty
 - e. Final Payment

1.03 RESIDENT MEETING(S)

- A. Purpose: To present construction approach to effected residents and to allow residents to ask questions concerning such.
- B. Scheduling: Engineer/Owner will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. Contractor shall assist in the distribution of flyers.
- C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.
- D. Attendance:
 1. Owner's representative.
 2. Engineer.
 3. Resident project representative.
 4. Contractor and his superintendent.
 5. Major subcontractors, as appropriate.
 6. Residents.
- E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

- A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.

- B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Utility representatives.
- E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

- A. Purpose: To discuss the progress of the construction and projected work activities.
- B. Scheduling: Engineer will schedule progress meetings on a regular basis at a minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer and sub-consultants, as appropriate.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Utility representatives, as appropriate.
 - 7. Permit agency representatives, as appropriate.
 - 8. Funding agency representatives, as appropriate.
- E. Suggested Agenda:
 - 1. Work progress since last meeting
 - 2. Work scheduled this period
 - 3. Field observations, problems and conflicts.
 - 4. Construction schedule

- a. Status of current schedule
 - b. Issues impacting schedule
 - c. Fabrication and delivery schedules
 - d. Corrective measures to regain projected schedule
-
- 5. Submittals
 - 6. RFIs
 - 7. Pending Changes and Substitutions
 - 8. Quality Control
 - 9. Pay Requests
 - 10. Other Business

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 in the contract documents, 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 the construction operations. Should such utilities be damaged by the Contractor, they 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 "Notice to Proceed", and that the base bid work shall be substantially completed within **60** calendar days and final completion within **30 days** following substantial completion.
- 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 sum of **Six Hundred Dollars (\$600)** per day

shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. 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, liquidated damages 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 liquidated damages 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:
 - A. SJRWMD E.R.P
 - B. City of Port Orange

The Contractor shall comply with all permit conditions.

- 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 normal (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 \$600 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 City of Port Orange.
- 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. The original bond documents should be annotated RETURN TO THE DEPUTY CITY CLERK, CITY OF PORT ORANGE and sent to: 1000 City Center Circle, Port Orange, Florida 32129, after recording.
- 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 wall alignments indicated on the project plans may require adjustment in the field due to conflicts or field conditions. All conflict resolution cost is included in the base bid 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 Protection of existing on-site storm sewer inlets and swale outfalls shall be accomplished by Contractor before commencing construction activities in a manner approved by the engineer.
- 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 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of any portion of the contract thereof, or his right, title or interest therein, without written consent of the Owner.
- 1.23 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.
 - B. 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.
- 1.24 The City subject to availability will make available reasonable amounts of water for contractor compaction requirements and potable water for flushing and testing requirements at no cost to the contractor. Abnormally high usage (gross wastage) of provided water by the Contractor's organization shall be subject to City back charges to the Contractor at established City rates.
- 1.25 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

- 1.26 Project and completion is defined as all materials in place tested and certified for use, and site restoration complete, and all equipment functioning as intended by owner.
- 1.27 The Contractor's forces shall be required to and 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 personnel and other utilities will mark the approximate location of their utilities when contacted. City personnel will not be responsible for hand digging the location of City services. Payment for this work is included in the bid as a separate line item.
- 1.28 All existing improved areas disturbed by construction shall be sodded with the same type sod as the existing variety of sod encountered. Payment for this and other restoration shall be included in the base bid.
- 1.29 The Contractor shall make provisions for materials security to his/her own satisfaction. Material and equipment stored on-site must be in a manner approved by the chief operator. All work and storage 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.
- 1.30 The Contractor shall comply with all permit conditions at no additional cost to the Owner.
- 1.31 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.
- 1.32 The Contractor must apply for, pay all fees, and obtain an NPDES Stormwater Permit as required for construction activities that disturb one acre or more. Construction activities are not expected to expose 43,560 sq ft of more of underlying soil, however NPDES permitting will be the Contractor's responsibility if this threshold is exceeded. As of May 1, 2003, D.E.P. requires all sites of one acre or more to obtain a Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

The Engineer will assist the Contractor in developing the Stormwater Pollution Prevention Plan (SWPPP) associated with NPDES permitting requirements if needed.

- 1.33 Except where noted otherwise on the plans, all finished grades are to approximate surrounding grades and slopes within +/- 0.25 ft and +/- 1%.
- 1.34 Contractor shall not be allowed to fully block flows in the Canal above an elevation that would be detrimental to upstream properties. The Contractor shall have in place provisions to remove flow impediments in a timely manner in the case of impending extreme or heavy rainfall.

- 1.35 Attached are the soil borings conducted at the project site. The intent of the soils information provided is solely to evaluate site subsurface conditions and their potential reaction to proposed construction activity, in order to aid the Civil Engineer in preparation of project plans. Such evaluations and subsequent recommendations are based on an extrapolation of limited data derived through soil sampling and laboratory testing. Variations in subsurface conditions not disclosed by the borings and testing performed may occur, which could influence the performance and construction of the proposed improvements. The Owner and Engineer make no warranties as to the adequacy of the information provided. The Contractor shall conduct their own investigation and rely on their own information in preparation of their bid. No representations are made to the quality of the material existing for foundations of the wall.

All material excavated from the site is the property of the contractors. No additional payment shall be made for unsuitable material of any kind removed from the excavations for the wall foundation.

- 1.36 The Contractor shall perform on the site and with his own organization work equivalent to not less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated hereinafter as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.
- 1.37 The Contractor will be required to maintain the existing flow of stormwater at all times during the construction of the work of this Contract at no extra or additional cost to the Owner.
- 1.38 Construction materials may be stockpiled. All arrangements and costs incurred are the responsibility of the Contractor. Prior to making arrangements with individual property owners, the Contractor shall indicate to the City and the Engineer which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations. The Contractor shall provide a notarized written letter from the property owner approving use of the property by the property owner prior to using the property.
- 1.39 All force main pressure piping and fittings installed shall be PVC and utilize restrained joints. Hydrostatic testing shall be conducted at 100 psi. Force main and gravity sewer PVC pipe shall be green in color to identify its use for sewage purposes and the force main shall be laid with a continuous tracer wire (green color) per plan detail.
- 1.40 Land disturbed shall have silt fence 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.

- 1.41 Any private sprinklers, mail boxes, signs, etc. encountered within the existing right-of-way that act as an obstacle to construction shall be carefully removed prior to construction by the Contractor's forces and promptly reinstalled (within 24 hours) during the restoration portion of the project at no additional cost to the City. Sprinkler lines in right-of-way areas shall be temporarily removed and remaining zone portions shall be capped to allow resident usage of the sprinkler zones while construction is ongoing. Separate payment for this work will not be made. The Contractor shall be responsible for portage of all resident trash and garbage cans to a site agreed upon by the City's contracted waste hauler if access to resident's homes is impaired during designated City "pick-up" days.
- 1.42 A "City Standard" sign shall be provided as shown in the specifications. The sign shall be placed "in plain view" at a designated location.
- 1.43 An Owner, Officer or authorized Project Superintendent of the Contractor shall attend regularly scheduled weekly project coordination meetings with the Engineer and Owner's representative to review the project progress and to discuss the anticipated future progress and work areas. Questions as to issues that require resolution prior to Contractor construction shall also be identified and addressed at the meetings. The meeting purpose shall be to inform all parties as to the status of the project and to attempt to resolve construction problems prior to their occurrence in the field. The City reserves the right to reduce or increase the frequency of the meetings depending on the progress of the project.
- 1.44 The Contractor shall be required to schedule, notify residents in writing by notice, and hold a "tailgate" meeting with residents, City representatives and Engineer's representatives at an agreeable time and location at least one week prior to beginning construction. The purpose of the meeting shall be to inform residents of the expected impacts, extent, and duration of construction in their area and to answer their questions. An Owner, Officer or designated Project Superintendent of the Contractor shall attend and conduct the meeting. "Tailgate" meetings have been found on prior projects to greatly reduce citizen construction related complaints which generally result in enhanced Contractor productivity.
- 1.45 PRE-CONSTRUCTION VIDEO TAPING
- Prior to commencing work, the Contractor shall have a continuous color audio-visual tape recording taken along the entire length of the proposed project to serve as a record of pre-construction conditions per Section 01380 of these specifications. It is highly recommended that the areas at the back of each home adjacent to the work be included.
- 1.46 The Contractor shall use "low" decibel residential neighborhood type well point pump package units "Silent-Knight" - Thompson Pump or Engineer approved equal for dewatering on this project to minimize the noise level experienced by residents. No separate payment shall be made for this item.
- 1.47 The Contractor and/or subcontractors shall not work on City of Port Orange's holidays (copy attached). City Utility personnel are not readily available for emergency repairs nor are

construction representatives on these holidays.

- 1.48 The Contractor's construction operation shall abide by the applicable noise ordinances at no additional cost. Emergencies as designated by the Engineer or authorized dewatering operations which otherwise comply with the specifications and addenda shall be the only exceptions. No separate payment shall be made for this item.
- 1.49 The Contractor is hereby made aware that according to the geotechnical investigation, there is the existence of hard partially cemented sand and shell (coquina) along the canal route. No additional payment shall be made for the removal and disposal of this material in the process of excavation and construction of the retaining wall.
- 1.50 All work not covered under enclosed technical specifications shall comply with FDOT Standard Specifications for Road and Bridge Construction dated 2017.

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.
- 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 ten (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 fifteen (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 ten (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 fifteen (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 indicated 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 performance 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 fourteen (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 thirty (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 3½" by 3½", 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 thirty (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 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: 4 inch x 6 inch 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. Cast-in-Place and Poured Concrete: Section 03300

C. The following schedule defines the responsibility for various tests.

<u>Test</u>	<u>Notes</u>	<u>Paid for By</u>
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq.ft. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 15050	Contractor
Bacteriological	As required by local and state agencies.	Contractor
LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression	

test five cylinders every 50 C.Y. (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 C-32
Reinforcement	ASTM A-15 & A-305

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) AASHTO 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' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (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 01500
TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Provide temporary facilities required which shall include but are not necessarily limited to the following:
1. Telephone.
 2. Storage sheds.
 3. Temporary water service.
 4. Temporary sanitary facilities.
 5. Temporary electrical service.
 6. Contractor's Field office.
 7. Owner/Engineer's Field Office

1.02 WATER

- A. The Owner will furnish reasonable quantities of potable and reclaimed water for use throughout the construction period.
1. Contractor shall make all necessary temporary connections to the appropriate water source or sources and shall remove such connections at the completion of construction. All connections and uses shall be coordinated with, and approved by, the Owner.
 2. A temporary construction meter will be required for all potable water.
- B. The Contractor shall maintain strict supervision of use of temporary water services.
1. Enforce conformance with applicable codes and standards.
 2. Enforce sanitary practices, including appropriate backflow prevention.
 3. Prevent abuse of services.
 4. Prevent wasteful use and unnecessary loss of water.
- C. Contractor Requirements of Regulatory Agencies:
1. Obtain, pay for permits, fees, and deposits required by governing authorities.
 2. Comply with federal, state and local codes.

1.03 ELECTRICITY

- A. The Contractor shall furnish and install temporary or permanent electric power service for construction needs throughout construction period. All power is to be obtained from the local service provider, Florida Power & Light, FPL.
 - 1. Power centers for miscellaneous tools and equipment used in construction work.
 - a. Locate so that power is available at any desired point with no more than 100 feet extension.
 - b. Provide weatherproof distribution box with minimum of four (4), 20 amp, and 120 volt grounded outlets with GFCI protection. Provide higher voltage service as required for special tools and Field Office HVAC.
 - c. Provide circuit breaker protection for each outlet.
 - d. Provide equipment grounding continuity for entire system.
 - e. Users shall provide grounded, UL approved extension cords from power center to point of operations.
 - 2. Power for construction equipment.
 - 3. Power for testing and checking equipment.
 - 4. Power for welding units and for other equipment having special power requirements.
 - 5. Power for Contractors Field Offices.
 - 6. Power for Owner/Engineer's Field Office.
- B. Capacity:
 - 1. Power should be adequate electrical service for construction use by all trades during construction period.
 - 2. Notify Power Company if unusually heavy loads such as welding, and other special power requirements, will be connected.
 - a. Provide special circuits for heavy load requirements.
 - b. Do not overload any circuit.

C. Power Source:

1. Provide minimum 120 volt, single phase, 60 hertz power service to project site. Provide increased, additional service as required by needed construction equipment, such as welders. The use of portable generators is allowed, but it is recommended to secure temporary power from a separate metered power supply from FP&L.

D. The Contractor shall maintain strict supervision of use of temporary services:

1. Enforce conformance with applicable standards.
2. Enforce safe practices.
3. Prevent abuse of services.

E. Costs of Installation and Operation:

1. The Contractor shall pay all costs of temporary electrical power coordination, provision, installation and use.

F. Contract Requirements of Regulatory Agencies:

1. Obtain and pay for permits as required by governing authorities.
2. Comply with applicable codes.
 - a. National Electrical Code.
 - b. National Electrical Safety Code.
 - c. National Fire Protection Association.
 - d. Federal, state and local codes and utility company regulations.

1.04 TEMPORARY SANITARY FACILITIES

A. Contractor shall furnish and install temporary sanitary facilities for use throughout construction period.

1. Potable water for construction personnel:
 - a. Portable containers to dispense drinking water.
 - b. Maintain temperature between 45 degrees Fahrenheit (7.5 degrees C) and 55 F (13 degrees C).
2. Enclosed toilet facilities for construction personnel.

3. General employee washing facilities.
 4. Water and sewer service for all Field Offices.
 5. Owner's services in existing buildings and other facilities **shall not be used** by any construction personnel.
- B. Minimum number of fixtures:
1. Toilets and Urinals
 - a. For less than 20 employees: One (1) toilet.
 - b. For 20 or more employees: One (1) toilet and 1 urinal per 40 workers.
 2. Washing Facilities: Adequate for number of employees, for type of work requiring washing facilities.
- C. Contractor shall maintain strict supervision of use of facilities:
1. Enforce conformance with applicable standards.
 2. Maintain, service and clean facilities.
 3. Enforce proper use of sanitary facilities.
 4. Prohibit Contractor use of existing facilities in Owner's buildings.
- D. Contractor Cost of Installation and Operation:
1. Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
 2. Costs of Water: As specified in Paragraph 1.02C.2, "Water".
 3. Pay service charges for use of portable units.
- E. Facility Locations:
1. Must be located within the project site boundaries.
 2. Drinking Water: Convenient to work stations.
 3. Toilet and washing facilities.

- a. Secluded from public observation.
 - b. Convenient for use of personnel in relation to work stations.
- 4. Obtain acceptance of Engineer.
- F. Enclosure for Toilet Facilities:
 - 1. Weatherproof, sight proof, sturdy temporary enclosures.
 - 2. Insect-proof screening, adequate natural ventilation.
- G. Contractor Requirements of Regulatory Agencies:
 - 1. Obtain and pay for permits as required by governing authorities.
 - 2. Comply with federal, state and local codes, and utility company regulations.

1.05 COMMUNICATION AND DATA SERVICES

- A. Provide all services required for electronic communication and data access for the entire project duration.
 - 1. Provide conventional telephone service to each Field Office from local service provider. Separate lines with individual telephone numbers must be provided to each Field Office. One telephone line (voice) is sufficient for the Field Office provided for the Owner and Engineer.
 - 2. Furnish separate fax telephone line for all such equipment identified herein.
 - 3. Provide broadband Internet service in Owner/Engineer's Field Office for use by authorized Owner or Engineer personnel.
 - a. Service shall be provided through a national Internet Service Provider.
 - b. Internet access shall provide for minimum download speeds of 50 Mbps and minimum upload speeds of 5 Mbps.
 - c. Internet service in Owner/Engineer's Field Office shall be provided through a wired, Local Area Network (LAN), using Ethernet cabling with a minimum Category 6 (Cat 6) rating.

PART 2 – PRODUCTS

2.01 MATERIALS

A. General:

1. Materials may be new or used, but must be adequate for purpose required, sanitary and must not violate requirements of applicable codes.
2. At Contractor's option, patented specialty products may be used in compliance with applicable codes.

2.02 ELECTRICITY (See Paragraph 1.0)

- A. Provide required facilities, including transformers, conductors, poles, conduits, raceways, outlets, GFCI protected outlets, circuit breakers, main disconnects, fuses and switches.
- B. Provide appropriate enclosures for environment in which used, in compliance with NEMA standards.

2.03 TEMPORARY SANITARY FACILITIES (See Paragraph 1.04)

A. Drinking Water Facilities (Portable Containers):

1. Tightly closed and equipped with dispensing tap.
2. Clearly label contents.
3. Do not use for other purposes.
4. Provide single-service disposable cups with sanitary container for unused cups and receptacles for used cups.

B. Toilet Facilities:

1. Portable Toilets; either:
 - a. Chemical toilets.
 - b. Recirculating toilets.
 - c. Combustion toilets.
2. Toilet Tissue:
 - a. Provide at each toilet, on suitable dispenser.

2.04 OWNER/ENGINEER'S FIELD OFFICE

A. General:

1. Establish a temporary office for the duration of the Contract Time suitable for the exclusive use of the Owner's RPR and the Owner's Engineer and Resident Project Inspector at a mutually agreed site. This Field Office shall be used as the meeting place for all Progress Meetings.

B. Physical Office Requirements:

1. Provide either a separate building or a trailer of at least 400 square feet of floor space for the exclusive use of personnel employed by the Owner and Engineer throughout the period of construction. The Owner/Engineer's Field Office shall be in place with working utilities prior to starting any construction work.
2. The Field Office shall be weathertight, have a watertight floor at least eight (8) inches off the ground, be properly insulated against the weather, have suitable screened ventilation and a solid door provided with a cylinder lock and three keys.
3. Separate toilet facilities shall be provided within the office building or trailer for the exclusive use of the Owner and Engineer. Provide toilet paper, paper towels and trash receptacles.
4. The Field Office shall be provided with heating and air conditioning equipment properly sized to maintain a comfortable working environment. Contractor shall be responsible for providing or securing qualified service personnel to ensure proper operation of the HVAC system.
5. The Field Office, including the bathroom facilities, shall be provided with weekly janitorial service, electrical wiring, outlets, and lighting fixtures suitable to adequately illuminate the tables, desks and other work areas.

C. Furniture and Equipment Requirements:

1. Three (3) work desks, each about 3 feet by 5 feet, with chairs. Chairs shall be roller type with backs and arm rests.
2. Three (3) additional desk side chairs to match chairs furnished with desks.
3. One (1) conference table, 4 feet with six (6) portable, stackable or folding chairs.
4. Plan rack, hanger type, suitable for holding up to five (5) sets of plans.

5. One (1) whiteboard, approximately 3 feet by 4 feet, securely wall mounted in an accessible location for use in a standing position. Provide and maintain a supply of markers in various colors, an eraser, cleaner fluid and a storage shelf.
6. Two (2) book shelves, metallic, 6 foot high, 4 foot wide, 1 foot depth, with up to five (5) adjustable shelf leaves.
7. Two (2) four-drawer filing cabinets with locks and keys provided.
8. One (1) first aid kit.
9. Two (2) fire extinguishers, non-toxic, dry chemical, meeting UL for Class A, B, and C fires.
10. Two (2) steel waste paper baskets, in addition to trash basket for the bathroom.
11. Bottled water cooler with replacement paper cups and water bottles as required.

D. Communication and Data Service Requirements:

1. Telephone Service

- a. Furnish and install telephone service to the Field Office for the exclusive use of the Owner/Engineer. Provide two (2) working telephone plugs in the Field Office, one on either side of the building. Provide one (1) portable telephone with base located on one of the three work desks. Provide a second telephone that is hard-wired with telephone cable to service plug. Telephone cable must be of sufficient length and telephone outlet must be positioned for this phone to be used on the conference table. Wired telephone must have clear, speakerphone capability.
- b. Furnish separate telephone line with a unique local telephone number connected to the Multifunction Printer. Set up and maintain fax capability with this device.
- c. Pay all bills charged against the Owner's primary telephone and fax machine telephone lines, including installation charges, long distance, and all monthly charges throughout the construction period.

2. Internet Service

- a. Provide broadband Internet service in the Field Office for the exclusive use of the Owner's and Engineer's personnel.

- b. Internet service shall be provided from a national Internet Service Provider. The provided service shall be capable of a minimum download speed of 50 Mbps and a minimum upload speed of 5 Mbps.
- c. Pay all bills associated with the provision of broadband Internet service, including installation charges and all monthly charges throughout the full construction period.

3. Local Area Network

- a. Establish in the Owner/Engineer's Field Office a secure, hard wired Local Area Network, (LAN), for the exclusive use of Owner's and Engineer's personnel.
- b. Provide wired LAN, using Category 6 Ethernet cables as a minimum for all network connections.
- c. Provide and maintain modems, multi-port gigabit switches, cabling and other components to ensure continuous LAN service throughout construction period. At a minimum, the following cables shall be provided:
 - 1) Install and extend Cat 6 cables for use at each work desk. Such cables will be utilized by Owner's and Engineer's personnel to obtain Internet service by connecting and disconnecting personal laptop or desktop computers to the network, as needed for their responsibilities.
 - 2) Install one (1) Cat 6 cable and extend to an area near the conference table. Provide adequate length to be able to reach to any point on top of the table for meeting use.
 - 3) Connect Cat 6 cable to Multifunction printer and configure for access by any computer on the LAN.

E. Multifunction Network Printer

- 1. Furnish and maintain one (1) Multifunction office color duplex copy machine for use by Owner's and Engineer's authorized personnel throughout the full construction period.
- 2. Multifunction Printer must include full capacity for copy, scan, print and fax functions. The unit must be configured for send and receive fax capability, both local and from a computer, and it must be provided with a separate fax telephone number for this purpose.

3. Provide matching stand, separate table or additional desk of convenient height to securely support machine and store supplies. Contractor shall maintain adequate supplies of appropriate paper in standard sizes and weight, including 8.5" x 11" and 8.5" x 14". Maintain stock of replacement print cartridges in each color.
4. Establish and configure the unit to be part of the Owner/Engineer's Field Office network (LAN) using Cat 6 Ethernet cables.
5. Multifunction printer shall be, as a minimum, Xerox Model 6605V_DN or equivalent.

F. Operating Expenses

1. Contractor shall supply all fuel for any non-electric heating and pay all electrical bills for the Owner's/Engineer's Field Office and Contractor's offices.
2. Contractor shall pay for all utility water, drinking water and sewer service associated with the Field Offices.
3. Contractor shall pay for all consumables.
4. All costs of Field Office leases, maintenance, cleaning, repair and servicing shall be borne by Contractor.

PART 3 – EXECUTION

3.01 GENERAL

- A. Install work in a neat and orderly manner.
- B. Make structurally sound throughout.
- C. Maintain to provide continuous service. Immediately contact appropriate service providers, as needed, if problems arise.
- D. Modify and extend service as work progress requires.
- E. Comply with all local, state and Federal requirements concerning every aspect of the temporary Field Offices, including secure setup and anchoring.

3.02 WATER

- A. Locate piping and outlets.
 1. Provide service convenient to work stations.

- 2. Avoid interference with:
 - a. Traffic and work areas.
 - b. Materials handling equipment.
 - c. Storage areas.
- B. Do not run piping on floor or ground.
- C. When necessary to maintain pressure, provide pumps, tanks and compressors.

3.03 ELECTRICITY

- A. Service and distribution may be overhead or underground.
- B. Locate to avoid interference with:
 - 1. Traffic and work areas.
 - 2. Cranes.
 - 3. Material handling equipment.
 - 4. Storage areas.
- C. Do not run branch circuits on floor or ground.
- D. Wire all safety devices specified for final operation of equipment.
- E. Check operation of safety devices.

3.04 TEMPORARY SANITARY FACILITIES

- A. Portable Toilets:
 - 1. Erect securely and anchor to prevent dislocation.
 - 2. Service weekly or more often as necessary to prevent accumulation of wastes, and creation of unsanitary conditions.
 - 3. Shall be used unless sewer and water service can be provided to site.
- B. Washing Facilities:
 - 1. Provide faucets and other wash facilities suitable for the type of work requiring washing.

3.05 LOCATION OF CONSTRUCTION TRAILERS

- A. The Contractor shall locate trailers for construction purposes away from normal traffic use and view. The location of construction trailers will be as designated by Owner.
- B. Owner/Engineer's Field Office trailer shall be located to provide convenient access to Contractor's office. The location shall be approved by the Owner.
- C. Protect all utilities and services connected to Field Offices throughout full construction period.

3.06 REMOVAL OF TEMPORARY FACILITIES

- A. Completely remove temporary materials, office trailers, storage trailers and sheds and equipment after the final completion inspection.
- B. Clean and repair all site damage caused by the installation, personnel use, construction activities and removal of all temporary facilities, including all provided services such as temporary electrical, telephone and Internet. Restore all areas so impacted to original or better condition.

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 twenty (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 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 any 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 of 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 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 insure 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 ninety

(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 item. 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.

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. Cleaning: Section 01710
 - 2. Project Record Documents: Section 01720
 - 3. 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. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01720.
 - 2. All training of Owner's personnel completed.
 - 3. All areas to be used and occupied are safe, operable in automatic and complete.
 - 4. All building occupancy certificates have been issued by the appropriate building permitting agency.
 - 5. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.
 - 6. 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 I - 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 II - 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 III - 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 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 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 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, 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, 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 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 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 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 8 ½" x 11 inches, 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.

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 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 02200
SITE GRADING

PART 1 - GENERAL

1.01 Work Includes

- A. Excavation and embankment necessary for grading the site shall be considered to include that required for roads, walks, culvert installations, and drainage ditches and channels.

PART 2 - EXECUTION

2.01 Preparation

- A. After the removal of topsoil, the then existing surface is to be excavated or filled to the elevations and slopes indicated on the Drawings, or as directed by the Engineer. Additional fill, if required, and is not available elsewhere, shall be excavated from borrow areas selected by the Contractor, but subject to the approval of the Engineer. Unless otherwise provided, all borrow pits shall be located entirely outside the limits of the site.
- B. On areas where roadway pavement is to be placed, the subgrade therefore shall be no more than 0.10 foot above or below the established grade; in other areas, the finished grade shall be not more than 0.15 foot above or below the established grade.
- C. Where rock is encountered at road subgrade or finished grade in areas other than roads, it shall be removed for a depth of six (6) inches below such subgrade or finished grade elevation.
- D. Subgrades and shoulders for the access and service roads shall be constructed to the lines and grades indicated, and in conformance with the applicable requirements of the "Standard Specifications" for the Florida State Department of Transportation.

2.02 Embankment

- A. On hillsides in which the existing slope is steeper than four to one, the Engineer may require the surface to be plowed to provide binding of the embankment with the original ground. When, in the opinion of the Engineer, existing slopes are excessive, the Engineer may require the original ground to be cut into the steps or berms.
- B. All materials removed from classes of excavation, which are determined as suitable by the Engineer, shall be used in the formation of embankments. Excavated material which is not required for embankments shall be disposed of by the Contractor, at his responsibility and expense, outside the limits of the site, unless the Engineer gives

notice of some point of disposal within the site. No material shall be disposed of in any flood channel area.

- C. Earth or other friable materials shall be placed in successive horizontal layers of loose material not more than nine (9) inches in depth, spread uniformly by use of graders or other approved devices, and rolled until thoroughly compacted with an approved three (3) wheel power roller weighing not less than ten (10) tons. The Engineer may permit the Contractor to use approved sheep-foot tamping rollers. Embankments at points inaccessible to the roller shall be made in horizontal layers of loose material not exceeding six (6) inches in depth and thoroughly compacted by mechanical tampers.
- D. Where rock only is available, it shall be placed in loose layers not exceeding two (2) feet in depth and rolled as provided above. Rock fills shall only be considered as such where the earth or other finer materials is uniformly distributed and is considerably less than sufficient to fill the voids and interstices; otherwise it shall be considered and placed as earth fill. The top layer of rock fills shall not exceed eight (8) inches in depth, and the interstices shall be thoroughly filled with small spall, shale, gravel, or other similar approved material and thoroughly compacted. This top layer of rock shall be kept at least eight (8) inches below the elevation of subgrade for payments, and finished grade elsewhere, with the balance of the fill formed by topsoil or other approved material, as required.
- E. No roots, leaves, grass, or any form of vegetation shall be placed or allowed to remain in filled or graded areas.
- F. The Contractor shall be responsible for the stability of all embankments and shall replace all sections which, in the opinion of the Engineer, have been damaged or displaced due to carelessness or neglect on the part of the Contractor due to natural causes, such as storms.
- G. During grading operations, cuts and fills shall be kept shaped and drained at all times.

END OF SECTION

SECTION 03220

SEGMENTAL RETAINING WALLS

PART 1: GENERAL

1.1 SCOPE

A. Work includes furnishing and installing concrete retaining wall units to the lines and grades designated on the construction drawings and as specified herein.

1.2 REFERENCE STANDARDS

ASTM C94 Ready-Mixed Concrete

ASTM C1372 Segmental Retaining Wall Units

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall check the materials upon delivery to assure proper material has been received.
- B. Contractor shall prevent excessive mud, wet cement and like materials from coming in contact with the SRW units.
- C. Contractor shall protect the materials from damage. Damaged material shall not be incorporated in the project.

PART 2: MATERIALS

2.1 WALL UNITS

- A. Wall units shall be Redi-Rock[®] as produced by a licensed manufacturer.
- B. Wall units shall be made with Ready-Mixed concrete in accordance with ASTM C94, latest revision, and per the following chart:

Climate	Air Content	28 Day Compressive Strength, psi	Slump*
Negligible	1½%-4½%	4000	5" ±1 ½"
Moderate	3%-6%	4000	5" ±1 ½"
Severe	4½%-7½%	4000	5" ±1 ½"

*Higher slumps are allowed if achieved by use of appropriate admixtures.

Notwithstanding anything stated above, all material used in the wall units must meet applicable ASTM and local requirements for exterior concrete.

- C. Exterior block dimensions shall be uniform and consistent. Maximum dimensional deviations shall be 1% excluding the architectural surface. Maximum width (face to back) deviation including the architectural surface shall be 1.0 inch.
- D. Exposed face shall be finished as specified. Other surfaces to be smooth form type. Dime-size bug holes on the block face may be patched and/or shake-on color stain can be used to blend into the remainder of the block face.

2.2 LEVELING PAD AND FREE DRAINING BACKFILL

- A. Leveling pad shall be crushed stone. See detail sheet defining Leveling Pad options for drain placement in the bottom of the foundation leveling pad.
- B. Free Draining Backfill material shall be washed stone and shall be placed to a minimum of 1' width behind the back of the wall and shall extend vertically from the Leveling Pad to an elevation 4" below the top of wall.
- C. Backfill material shall be approved by the geotechnical engineer. Site excavated soils may be used if approved unless otherwise specified in the drawings. Unsuitable soils with a PL>6, organic soils and frost susceptible soils shall not be used within a 1 to 1 influence area.
- D. Non-woven geotextile cloth shall be placed between the Free Draining Backfill and retained soil if required.
- E. Where additional fill is needed, Contractor shall submit sample and specifications to the Engineer for approval.

2.3 DRAINAGE

- A. Internal and external drainage shall be evaluated by the Professional Engineer who is responsible for the final wall design.

2.4 GEOGRID CONNECTION

- A. Fiberglass rod used in the Type 1AT Geo-Grid connection shall be 7/16" diameter. Only fiberglass rod obtained from an authorized Redi-Rock[®] dealer shall be used.

PART 3: CONSTRUCTION OF WALL SYSTEM

3.1 EXCAVATION

- A. Contractor shall excavate to the lines and grades shown on the construction drawings.

3.2 FOUNDATION SOIL PREPARATION

- A. Native foundation soil shall be compacted to 95% of standard proctor or 90% of modified proctor prior to placement of the Leveling Pad material.
- B. In-situ foundation soil shall be examined by the Engineer to ensure that the actual foundation soil strength meets or exceeds assumed design strength. Soil not meeting the required strength shall be removed and replaced with acceptable, compacted material.

3.3 LEVELING PAD PLACEMENT

- A. Leveling Pad shall be placed as shown on the construction drawings.
- B. Leveling Pad shall be placed on undisturbed native soils or suitable replacements fills.
- C. Leveling Pad shall be compacted to 95% of standard proctor or 90% of modified proctor to ensure a level, hard surface on which to place the first course blocks. Pad shall be constructed to the proper elevation to ensure the final elevation shown on the plans.
- D. Leveling Pad shall have a 6 inch minimum depth for walls under 8 feet in height and a 12 inch minimum depth for walls over 8 feet. Pad dimensions shall extend beyond the blocks in all directions to a distance at least equal to the depth of the pad or as designed by Engineer.
- E. For steps and pavers, a minimum of 1" - 1 ½" of free draining sand shall be screeded smooth to act as a placement bed for the steps or pavers.

3.4 UNIT INSTALLATION

- A. The first course of wall units shall be placed on the prepared Leveling Pad with the aesthetic surface facing out and the front edges tight together. All units shall be checked for level and alignment as they are placed.
- B. Ensure that units are in full contact with Leveling Pad. Proper care shall be taken to develop straight lines and smooth curves on base course as per wall layout.

- C. The backfill in front and back of entire base row shall be placed and compacted to firmly lock them in place. Check all units again for level and alignment. All excess material shall be swept from top of units.
- D. Install next course of wall units on top of base row. Position blocks to be offset from seams of blocks below. Blocks shall be placed fully forward so knob and groove are engaged. Check each block for proper alignment and level. Backfill to 12 inch width behind block with Free Draining Backfill. Spread backfill in uniform lifts not exceeding 9 inches. Employ methods using lightweight compaction equipment that will not disrupt the stability or batter of the wall. Hand-operated plate compaction equipment shall be used around the block and within 3 feet of the wall to achieve consolidation. Compact backfill to 95% of standard proctor (ASTM D 698, AASHTO T-99) density within 2% of its optimum moisture content.
- E. Install each subsequent course in like manner. Repeat procedure to the extent of wall height.
- F. Allowable construction tolerance at the wall face is 2 degrees vertically and 1 inch in 10 feet horizontally.
- G. All walls shall be installed in accordance with local building codes and requirements.

3.5 GEOGRID INSTALLATION

- A. See Wall Installation instructions, if required.

PART 4: AVAILABILITY

Redi-Rock® International
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Charlevoix, MI 49720
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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 American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.
- B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.
- 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 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, A.S.T.M. 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, A.S.T.M. Designation C-33 or to ASTM C-330. Maximum size of aggregate shall not exceed one-fifth 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 to 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%
Coal and Lignite	1%

2. The fine aggregate shall be reasonably well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

<u>Total Retained On</u>	<u>Percent Retained</u>
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 5 percent 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 2 inches or more, the maximum size of aggregate shall be 12 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths 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 A615, Grade 60, deformed bars of USA manufacture.
- B. Welded Wire Fabric: ASTM A185, 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 3/4 inch.
- 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, 2 inch wide on each leg.
- E. Steel Forms. Uncoated steel, 3/16 inch 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 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 in diameter by 12 inches deep. Provide preformed mortar plugs to match the color of the concrete, recessed 3 inch, adhered with an approved two 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 from wall and cutoff in a plane parallel to it.
- I. Circular and Elliptical Column Forms: Fabricate of two 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 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 3/4 inch 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 C260.
- B. Water Reducing and Retarding Admixture:
 - 1. Concrete Without Superplasticizer:
 - a. Water Reducing Admixtures: ASTM C494, 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 C494, 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 C494, 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 C494, 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 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 3/4 inch sieve.

2.08 MEMBRANE CURING COMPOUND.

- A. Membrane curing compound shall be wax-free, pigmented, 100 percent 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° to support top bars.

- B. Membrane: 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, 9 inches x 3/8 inch at wall thickness of 12 inches or greater, and 6 inches x 3/8 inches at wall thickness less than 12 inches. Provide 6 inch 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 D994.
 - 2. Nonextruding type, self expanding cork, 3/4 inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, 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 part cement to two and on-half 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, Concreative 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 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 overall thickness of slab, wall, or beam in which they are embedded.
 - 2. They shall not be spaced closer than three 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 (32C) 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 (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 (30) nor more than fifty (50) percent 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 (4) inches. 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 (3) percent nor more than six (6) percent. 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", (A.S.T.M. 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 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 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: 5 percent plus or minus 1.5 percent (Class A and B).
4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer.
 - 7 inches plus or minus 1 inch for Class A and B with superplasticizer.
 - 8 inches plus or minus 1 inch 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, 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 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 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 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch 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 layers at 12 inches 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 vertical to three horizontal or more than one vertical to two 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, 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% 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 7 days for normal Portland cement or 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 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 C171, 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", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of twenty-four (24) bar diameters but not less than twelve (12) inches.

- 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 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, 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 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 degrees F.

<u>Structural Member or Condition</u>	<u>Normal Strength Concrete</u>	<u>Normal High-Early Strength Concrete</u>	<u>Minimum Compressive Strength for Form Removal (% Design Strength)</u>
Cantilevers	12 days	7 days	90
Over 20 feet between supports	12 days	7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free standing walls, column 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 6 inches 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 part cement to one 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:

<u>Finish Designation</u>	<u>Area Applied</u>
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than 2 inch, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions 3 inch 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 part cement and one and one-half 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.
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 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 3 inch 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 10 foot straightedge applied at no less than two 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 1/8 inch in 10 feet as determined by a 10 foot 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 2 hours after the concrete is poured and not later than 8 hours after the pour.

3.07 TESTS

- A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Standard Methods C-31 and C-39, latest revision. Four specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One additional test shall be taken from each thirty (30) cubic yards or fraction thereof in each pour in excess of thirty (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 cylinder from each pour shall be broken at seven (7) days, the remainder at twenty-eight (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 C143, 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 placed as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, 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 D994, 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 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 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 03400
PRECAST CONCRETE STRUCTURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work under this Section includes the design, casting, delivery and erection of concrete structures as indicated on the Drawings.

1.02 QUALITY ASSURANCE

- A. Standards: Unless otherwise indicated, all materials, workmanship and practices shall be in accordance with the current editions of the following standards:
1. Standard Building.
 2. ACI 318, Building Code Requirements for Reinforced Concrete.
 3. PCI MNL 116, Manual for Quality Control for Plants and Production of Precast Concrete Products.

1.03 SUBMITTALS

- A. The following information shall be submitted for approval. Fabrication shall not begin until submission has been approved.
1. Quality Control: Satisfactory evidence shall be submitted that plant and production methods meet the requirements of PCI MNL 116.
 2. Design: Complete calculations including shear, moment, buoyancy, and camber calculations shall be submitted. All computation sheets shall bear the seal of a Professional Engineer registered in the State of Florida. Design water table shall be assumed to be at finished grade.
 3. Shop Drawings: Complete fabrication and erection drawings shall be submitted. All drawings shall bear the seal of a Professional Engineer registered in the State of Florida.
- B. Manufacturer's data sheets shall be submitted on the following:
1. Joint mastic and gaskets.
 2. Pipe connections.
 3. Grout material.

4. Hatches and manhole covers

1.04 DELIVERY, STORAGE AND HANDLING

- A. Transportation and erection shall be done by qualified personnel using proper equipment. Lifting and supporting shall be done only at points indicated on the shop drawings.

PART 2 - PRODUCTS

2.01 MATERIALS AND FABRICATION

A. Precast Concrete Structures:

1. Design loads shall consist of dead load, live load, impact, soil loads and loads due to water table, as well as other loads which may be imposed upon the structure. Wetwells and manholes shall be designed in accordance with ASTM C-478. The minimum wall thickness for wetwells up to 7 feet I.D. shall be 8 inches. The minimum wall thickness for wetwells 8 feet 0 inches to 12 feet 0 inches I.D. shall be 10 inches. The minimum wall thickness for 4 foot I.D. manholes shall be 6 inches. The minimum wall thickness for valve vaults shall be 6 inches.
2. Forms used for precast concrete shall be of metal and sufficiently designed and braced to maintain their alignment under pressures of the concrete during placing. Base and first section of precast structures shall be an integral cast.
3. Aggregates: All aggregates, fine and coarse, other than lightweight aggregate shall conform to ASTM C33. Lightweight aggregates, fine and coarse, shall conform to ASTM C330. Aggregates shall be free of deleterious substances causing reactivity with oxidized hydrogen sulfide. Both types of aggregate shall be graded in a manner so as to produce a homogenous concrete mix. All materials are to be accurately weighed at a central batching facility for mixing.
4. Cement shall be Portland cement Type II.
5. Minimum compressive strength of concrete used for precast concrete structures shall be 4000 psi at 28 days.
6. Placing. All concrete shall be handled from the mixer or transport vehicle to the place of final deposit in a continuous manner, as rapidly as practicable, and without segregation or loss of ingredients, until the approved unit is completed. Maximum elapsed time from batching to placement shall be 2 hours. Concrete shall be placed in layers not over 2 feet deep. Each layer

shall be compacted by mechanical internal or external vibrating equipment. Duration of the vibration cycle shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation.

7. Curing:

- a. For purposes of early reuse of forms, precast concrete may be steam cured after an initial set has taken place. The steam temperature shall not exceed 160°F, and the temperature shall be raised from normal ambient temperatures at a rate not to exceed 40°F per hour.
- b. The steam cured unit shall not be removed from the forms until sufficient strength is obtained for the unit to withstand any structural strain to which it may be subjected during the form stripping operation. After the stripping of forms, further curing by means of water spraying or a membrane curing compound may be used, and shall be of a clear or white type, conforming to ASTM C 309.

8. Reinforcing steel shall be sufficiently tied to withstand any displacement during the pouring operation. All bars shall be Grade 60.
9. Joints shall be tongue and groove pipe ends sealed with round or other flexible type natural rubber joint ring gaskets in conformance with ASTM C433 or by a flexible preformed bitumastic sealing material equal to Ram-Nek as manufactured by R.K. Snyder and Co., Houston, Texas. If rubber joint ring gaskets are used, interior and exterior voids in the pipe joints shall be sealed with flexible sealing material specified above, installed in strict accordance with the manufacturer's printed instructions. If manhole sections are sealed with a flexible preformed bitumastic sealing material, adequate material shall be applied so that "squeeze out" occurs at the interior and exterior of the joint. Rubber joint ring gaskets and flexible preformed bitumastic sealing material shall be provided by the manhole manufacturer.
10. Eccentric precast concrete cone sections shall be manufactured of precast concrete with reinforcing and joints as specified above for straight riser.
11. Lifting holes through the structures are not permitted. Equally spaced lifting lugs, rings or non-penetrating lift inserts shall be provided.
12. Top slabs for shallow manholes, valve vaults, and pumping station wet wells may be precast or cast-in-place. Steel reinforcing shall be as required for the dead load of the slab plus an H-20 designation live load. Concrete for top slabs shall have a compressive strength of 4000 psi at 28 days. Thickness of concrete for top slabs shall be a minimum of 6 inches for shallow manholes and valve vaults and 8 inches for pumping station wet wells.

13. Manholes inverts shall be precast into the manhole base section by the manhole manufacturer unless prior approval is obtained from the Engineer to construct inverts in the field. The drop from inlet to outlet shall be a minimum of one inch unless approved by the Engineer. The channel height of the manhole invert shall match the crown of the exit sewer. Manhole benches shall be sloped a minimum of one inch per foot from the outside periphery of the manhole to the edge of the invert channel.
- B. Sealing Compound and Grout: Plastic sealing compound shall comply with Federal Specification SS-SS-00210. Mortar shall comply with ASTM C387, Type S, or use grout complying with Section 03600.
- C. Pipe Connections:
1. Pipe connections for wet wells and manholes shall be resilient, waterproof connections designed in accordance with ASTM C923 "Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes". Resilient pipe connectors shall either be cast into the manhole wall or installed following casting in a cored section of the manhole wall. Resilient connectors shall either be a gasket type connector equal to the A-Lok pipe to manhole seal as manufactured by Atlantic Concrete Products, Inc., or a flexible neoprene boot with stainless steel clamps equal to KOR-N-Seal System as manufactured by the Dukor Corporation. When the pipe is installed in the resilient manhole connector, the pipe shall be capable of 20° minimum deflection in any direction.
 2. Pipe connections for wall penetrations for valve vaults and for manholes and wetwells where resilient connectors cannot be used shall be provided with wall sleeves and link seals or as specified in Section 15050.
- D. Frames and Covers: Cast iron manhole frames and covers shall be provided for manholes and aluminum access hatches shall be provided for wetwells and valve vaults as specified below:
1. Standard Manhole Frames and Covers: Shall be gray iron castings conforming to ASTM A48, 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 frame and cover shall be machined so that the cover will not rock after it has been seated. The cover shall be provided with a precisely machined dovetail groove with a neoprene O-ring gasket to provide a self sealing cover. The gasket shall be glued in place at the foundry. The manhole cover shall be solid with two non-penetrating pick holes. Manholes frames and covers shall be coated on all non-machined surfaces with three coats of coal tar epoxy as specified for the Class 7 Coating System in Section 09900. Manhole frames and covers shall be U.S. Foundry and Manufacturing Corp. No. 38B, Ref. Cat. No. 225,

Neenah Foundry Company No. R-1642 with a Type "B" cover or an equal approved by the Engineer.

a. Anchor Bolts: Anchor bolts for bolting manhole frame to precast manholes shall be 3/4 inch diameter galvanized all thread steel rods with a 5 inch hook for embedment in the precast manhole to p. The bolts shall be of sufficient length to provide a minimum 2 inch thread projection through the flange of the manhole frame. Two anchor bolts shall be cast into the precast manhole top section or slab, positioned at 180 degrees, at the time of manufacturer. Manhole frames shall be drilled to match the bolt settings prior to coating.

2. Aluminum Access Hatches: Aluminum hatches shall be provided for wetwells and valve vaults sized as indicated on the Drawings. Access hatches shall be a specified in Section 05540.

E. Coatings:

1. Interior and exterior surfaces of precast structures shall be coated with a primer coat and three finish coats of coal tar epoxy as specified in Section 09100.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Earthwork: The Contractor shall prepare an excavation large enough to accommodate the structure and permit sealing of openings, waterproofing, and backfilling operations. Earthwork shall conform to the applicable sections of Division 2.

B. Installation of Precast Concrete Structures: Precast concrete structures shall be constructed in a workmanlike manner at the locations and dimensions indicated on the Drawings. Precast structures shall be set on foundation of crushed stone, 12 inches thick. Crushed stone material shall be a well graded crushed stone or crushed gravel meeting the requirements of ASTM C33, Gradation No. 67 (3/4 inch to No. 4 sieve). The precast structures shall be constructed such that the structure will not transmit dead or live loads to the piping. Care shall be taken to prevent earth and other material from entering precast structures.

C. Sealing and Grouting: Fill all interior and exterior joints between precast sections with a joint sealant, as recommended by the structure manufacturer.

D. Installing Precast Sections:

1. Set each precast concrete unit plumb on a bed of sealant to make a watertight joint at least 2 inch thick with the concrete base or with a preceding unit. Point the inside joint and wipe off the excess sealant.
2. Assemble units so that the cover conforms to the elevations shown on the Drawings.
3. Pipe connections at precast structures shall be provided at the locations shown on the Drawings. Connections shall be resilient and waterproof.
4. All voids in interior and exterior manhole section joints and lift holes for manhole sections shall be filled with a non-shrinking, non-metallic grout. Grout shall be applied and cured in strict accordance with the manufacturer's recommendations. The grout shall be finished smooth and flush with the wall surface of the manhole.

E. Manhole Flow Channels and Bench Walls:

1. Unless prior approval is obtained from the Engineer, manhole flow channels (inverts) and bench walls shall be precast into the manhole base section as specified above.
2. Upon prior approval from the Engineer, manhole inverts may be constructed in the field. Invert channel bottoms shall be smooth and semicircular in shape conforming to inside of adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve of as large radius as the size of manhole will permit. Changes in size and grade of channels shall be made gradually and evenly to give a smooth uninterrupted flow pattern through the manhole. Channel height shall match the crown of the connection sewer pipe exiting the manhole. Manhole bench walls shall be smooth and shall slope one inch per foot from the edge of the invert channel to the precast manhole wall. Invert channels may be constructed by forming in concrete or by building up brick and mortar to form the manhole bench walls on each side of the channel, and plastering over bricks with cement mortar with a minimum thickness of 2 inch. Manhole invert construction shall only be performed by experienced and qualified workmen.
3. Bricks used to construct manhole invert channels and bench walls shall be standard size (22 in. H X 4 in. W X 8 in. L) brick in conformance with ASTM C32 "Sewer and Manhole Brick (Made From Clay and Shale)", Grade MS. Mortar used for masonry work shall be prepared by thoroughly mixing: One (1) volume of Type II Portland Cement with three (3) volumes of sand and sufficient clean water to produce a rich mass of approved consistency. Mixing mortar on the ground or any paved surface shall not be

permitted. Sand to be used in making mortar shall be clean, well-graded, and shall pass a standard No. 4 sieve.

F. Setting Frames and Covers:

1. Unless otherwise indicated on the Drawings, in unpaved areas the tops of manholes shall be set 0.2 feet above finished grade and the tops of wetwells and valve vaults shall be set 0.5 feet above finished grade.
2. The top of all precast manholes may be brought to proper grade for receiving manhole frame by using not more than three courses of brick or precast concrete grade rings. Bricks and mortar used for manhole top grade adjustments shall be as specified above in Paragraph 3.01.E.3. Precast concrete grade rings shall be precast with steel reinforcement in conformance with ASTM C478 and concrete with a compressive strength of 4000 psi in 28 days. Precast concrete grade rings shall be manufactured in half annular shapes for ease of handling. The grade ring dimensions shall be 2 inches thick with an annular width of 8 inches and an inside diameter of 24 inches.
3. Masonry construction shall be performed by experienced and qualified workmen only. All work shall be laid plumb, straight, level, square and true. Brick shall be laid in full beds of mortar and shoved into place. All joints shall be full and not more than 2 inch in thickness. The Contractor shall set in place and bond in the masonry all necessary anchor bolts and miscellaneous items specified elsewhere. The masonry walls shall be plastered on the inside and outside with a one-half inch coat of Portland Cement mortar.
4. Following curing of any masonry construction required for manhole top adjustment, set manhole frame in a bed of 3 to 2 inch thick flexible bitumastic sealing material (Ram-Nek) and anchor in place with two 3/4 inch diameter anchor bolts, which shall be securely embedded in the top of the manhole. Seal the flange of the manhole ring to the top of the manhole with cement mortar.

G. Interior Lining: The interior coating system shall be applied following installation of the precast structures and any piping or equipment which will penetrate or attach to the walls. Surface preparation and application of the coating system shall be in strict accordance with the manufacturer's recommendations. Refer to Section 09900 for additional specifications.

H. Backfill: After the structure and all appurtenances are in place and approved, backfill shall be placed to the original ground line or to the limits designated on the Drawings. Backfill material shall consist of sand or loose earth, free from stones, clods, or other deleterious material. It shall be placed in horizontal layers not

exceeding 12 inches in depth, and shall be moistened and thoroughly compacted to a minimum relative density conforming to the requirements of Division 2.

END OF SECTION



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 **September 13, 2017**

Bid #17-33 Cambridge Canal Phase 3 Bank Armoring Improvements

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated September 8, 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:

None.

B. QUESTIONS AND ANSWERS:

1. How big is the wall foundation?

Answer: 650 LF of foundation, Standard Block is 1950 SF and the Top Block is 975 SF.

2. Is there a power pole that needs to be relocated?

Answer: We will not relocate it. We will just have the pole held so it does not fall over while you are installing.

3. Is there a St Johns Permit?

Answer: Yes it is attached.

4. What is our time frame for completion?

Answer: Substantial is 60 days and another 30 for final.

We can delay the notice to proceed in order for you to order supplies such as the block.

5. I understand there's one vendor who makes this block is it readily available?

Answer: I believe he makes this product on demand.

6. When do you guys expect to start? Are you waiting until after hurricane season?

Answer: The job will start probably around October so we should be out of the hurricane season. If we need to delay because of one, we can go into November.

7. When does, the grant expire?

Answer: December 31, 2017 but we can file for an extension.

8. Do you expect us to bypass the whole area?

Answer: No, we don't expect you to supply a bypass pump to bypass the whole thing. There's probably 300 CFS that comes through that canal so that will not be possible. The bypass pump would be just for your base flow to keep the canal from backing up into the neighborhood. As there is a lot of ground water seepage and if we continue to get rainfall you're going to need that to keep the water upstream. On the previous phase of this project, we suggested a berm on both ends of the work area with berms no higher than 2-ft mean sea level. That way if a big storm event hits us, the berm can be overtopped and not cause upstream flooding.

9. Will you include any changes and extensions in Addendum No. 1?

Answer: Yes, if there are any changes or extensions we will note them in Clarifications

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

END OF ADDENDUM NO. # 1



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

March 18, 2016

City of Port Orange
407 Virginia Ave
Port Orange, FL 32127-4495

SUBJECT: 100485-9
Cambridge Canal Phase III Bank Armoring

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on March 18, 2016. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at floridaswater.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

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COCOA

George W. Robbins
JACKSONVILLE

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.floridaswater.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Consultant: John Mischle
Quentin L Hampton
PO Box 290247
Port Orange, FL 32129-0247

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 100485-9

DATE ISSUED: March 18, 2016

PROJECT NAME: Cambridge Canal Phase III Bank Armoring

A PERMIT AUTHORIZING:

Construction of erosion protection and canal bank armoring for Cambridge Canal Phase III Bank Armoring, a 0.86-acre project to be constructed as per plans received by the District on February 26, 2016.

LOCATION:

Section(s): 22
Volusia County

Township(s): 16S

Range(s): 33E

Receiving Water Body:

Name	Class
Rose Bay	III Marine, OFW, IW

ISSUED TO:

City of Port Orange
407 Virginia Ave
Port Orange, FL 32127-4495

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated March 18, 2016

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory, Engineering and Environmental Services

By:



David Miracle
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 100485-9
Cambridge Canal Phase III Bank Armoring
DATED March 18, 2016

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, 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, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall 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. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any

time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

23. The proposed project must be constructed and operated as per plans received by the District on February 26, 2016.

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

Notice of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

City of Port Orange
407 Virginia Ave
Port Orange, FL 32127-4495

This 18th day of March, 2016.

A handwritten signature in black ink, appearing to read "M. Daniels".

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 100485-9

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Bureau of Regulatory Support at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://floridaswater.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

**SECTION 00300
PROPOSAL**

FOR

CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS

BID # 17-33

(To be Completed in Duplicate)

Bidder's Name: P & S PAVING INC.

Submitted: _____, 20__

City of Port Orange
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

"CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS"

for the City of Port Orange, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid. **The estimated bid totals:**

TOTAL BASE BID: THREE HUNDRED SIXTY- EIGHT THOWAND SEVEN HUNDRED TWENTY- five
(In Words)

Dollars \$ 368,725.⁰⁰ (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the 'Notice to Proceed' and that the work shall be substantially complete within **60 days** with an additional **30 days** for final completion, including all weekends and holidays.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stated completion time stipulated above the sum of **\$600 (Six Hundred Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed

the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Proposal: Section 00300 including Acknowledgement of Addenda
Schedule of Unit Prices: Section 00310
Statement of Bidder's Qualifications: 00320
Listing of Subcontractors: Section 00330
Listing of Previous Experience: Section 00331
Bid Bond: Section 00410
Public Entity Crimes Statement: Section 00470
Anti-Collusion Statement: Section 00480
Drug Free/Tie Preference Statement: Section 00485
Trench Safety Affidavit: Section 00490
Certificate as to Corporate Principal: Section 00620
City of Port Orange Insurance Requirements: Section 00800A

REQUIRED DISCLOSURE

At its sole discretion, the City of Port Orange, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

The City reserves the right to award any or all parts to most responsive qualified bidder in order to construct the improvements in a timely manner.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major

Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufacturers/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions. The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items: NONE

Category II - Major Equipment Items: NONE

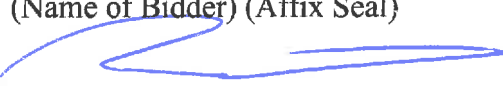
ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. <u>1</u>	Dated: <u>9-13-17</u>	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Attached hereto is a cashier's check on the _____ Bank of
_____ or Bid Bond for the sum of
_____ Dollars (_____),
made payable to the City of Port Orange (Owner).

P&S PAVING INC.
(Name of Bidder) (Affix Seal)


(Signature of Officer)

Todd Phillips, V.P.

(Title of Officer)

P&S Paving Inc.
Name of Bidder

3701 Olson Dr.
Address Daytona Beach,

FL 32124
City/State/Zip

386-258-7911
Telephone

CGC056994
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

P&S Paving Inc.

END OF SECTION



**"ATTACHMENT 1" ITB 17-33 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS**

ITB# 17-33

Completed Attachment 1 Bid Proposal 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:

P&S Paving, Inc

CONTACT PERSON:

Brian W. Davidson

EMAIL ADDRESS:

bdavidson@pandspavinginc.com

AUTHORIZED SIGNATURE:

[Handwritten Signature]

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL QUANTITY COST	EXTENDED COST
A. PRELIMINARY ITEMS					
1	Mobilization and Soil Erosion Control	1	LS	35,000.00	\$ 35,000 -00
2	Pre-Construction Video	1	LS	500.00	\$ 500 -00
3	Clearing, Grubbing, Excavation, Grading and Embankment	1	LS	125,000.00	\$ 125,000 -00
B. CANAL BANK ARMORING ITEMS					
1	Retaining Wall Construction				
	a) Wall Foundation incl. compaction and rock leveling pad	650	LF	46.00	\$ 29,900 -00
	b) Standard Block (face area)	1950	SF	50.00	\$ 97,500 -00
	c) Top Block (face area)	975	SF	48.00	\$ 46,800 -00
2	Yard Drain Assembly	1	EA	3,100.00	\$ 3,100 -00
3	Construct Drainage Pipe				
	a) 12" HDPE	20	LF	80.00	\$ 2,400 -00
4	Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
5	Furnish and Install Sod				
	a) Bahia	3000	SY	3.00	\$ 9,000 -00
C. MISCELLANEOUS					
1	Layout/As-built Drawings	1	LS	5,000.00	\$ 5000 -00
2	Unsuitable Material Excavation/Replacement	20	CY	50.00	\$ 1,000 -00
3	Rock riprap bank protection	25	SY	195.00	\$ 4,875 -00
4	Bulk Concrete	10	CY	215.00	\$ 2,150 -00
5	Field Locate and Expose Existing Utilities	1	LS	1,000.00	\$ 1,000 -00
6	Compliance with Trench Safety Act	1	LS	500.00	\$ 500 -00
				TOTAL BASE BID	\$ 368,725.00

Handwritten: 1600
BID
CORRECTED \$ 367,925

SECTION 00320

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder. **P&S Paving Inc.**
- B. Permanent main office address. **3701 Olson Dr. Daytona Beach, FL 32124**
- C. Date organized. **01/08/1993**
- 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?
24 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
See Attached
- G. General character of work performed by your company.
Paving and Site Work
- 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.
See Attached
- 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
- K. List your major equipment currently owned or leased.
See Attached
- L. Experience in work similar to this type of project.
See Attached
- M. Background and experience of the principal members of your organization, including the officers.
See Attached
- M.⁽²⁾ Bidder shall state the qualifications and experience for the resident superintendent.
See Attached
- N. Credit currently available: \$ _____
- O. Give bank reference: **Centerstate Bank Andrew Leach**

- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **Yes**
- 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 Bidder's Qualifications.

Dated this 20 day of Sept. 2017.

P&S Paving Inc.

Name of Bidder

By: [Signature]

Title **Vice President**

State of Florida

County of Volusia

Todd Phillips being duly sworn deposes and says that he
is the Vice President of P&S Paving, Inc. and that the
answers to the P&S Paving, Inc.
Name of Organization

Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 20 day of Sept, 2017.

[Signature]

Notary Public

My commission expires: 09/14/18



SECTION 00330
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Survey	OCEANSIDE	1) P+S 2) ARCHER WESTER 3) SD WEBBER CONSR.
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	See ATTACHED				
2					
3					

END OF SECTION

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, P&S Paving, Inc. as Principal and Western Surety Company of the City of Chicago State of Illinois, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the hereinafter called the Owner, in the sum of Five Percent of the amount bid Dollars (\$ -----5%-----) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS
BID NO. 17-33

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 7th day of September, 2017, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

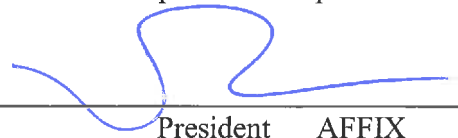
Witness

ATTEST:



P&S Paving, Inc.

Corporate Principal

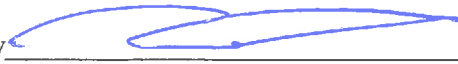


President AFFIX
CORPORATE SEAL

3701 Olson Drive

Daytona Beach, Florida 32124

Address

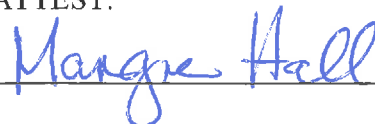
By 

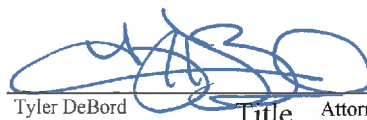
AFFIX
CORPORATE SEAL

Western Surety Company

Corporate Surety

ATTEST:





Tyler DeBord Title Attorney In Fact

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Pamela J Thompson, Stephen P Farmer, Tyler DeBord, Individually

of Daytona Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of April, 2017.



WESTERN SURETY COMPANY

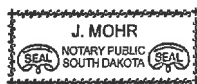
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of April, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of September, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**SECTION 00470
PUBLIC ENTITY CRIME STATEMENT**

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Todd Phillips, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

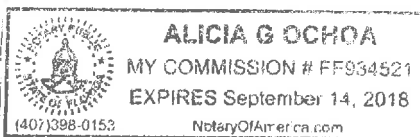
FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: P&S Paving Inc.

By: [Signature]
Name and Title Todd Phillips, Vice President

Date: 9/20/2017

The foregoing instrument was acknowledged before me this 20 day of Sept, 2017, by Todd Phillips as Vice President of P&S Paving Inc. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



Alicia G. Ochoa
Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

Alicia G. Ochoa 109/14/18

END OF SECTION

**SECTION 00480
ANTI-COLLUSION STATEMENT**

By signing this form, the bidder agrees that this 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 bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: P&S Paving Inc.

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

TITLE: Todd Phillips, Vice President

ADDRESS: 3701 Olson Dr.

CITY AND STATE: Daytona Beach, FL 32124

TELEPHONE: 386-258-7911

COMPLETION TIME: 90 days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of _____.

NO BID (REASON) _____

**SECTION 00485
DRUG FREE PREFERENCE STATEMENT**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, 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.

FIRM:


Name and Title:

The foregoing instrument was acknowledged before me this 20 day of Sept., 2017, by Todd Phillips, as Vice President of ATS Paving, Inc and who: ☒ is personally known to me; or ☐ has produced _____ as identification.




Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

Alicia G. Ochoa 09/14/18
00485-1

**SECTION 00490
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
<u>SLOPE 650 LF</u>	<u>1.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

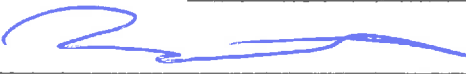
(Cost in Words)

TOTAL \$ 650.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: P&S Paving Inc.

DATE: 9/20/17

BY: 

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format)

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1 CLASSES OF WORK	2 PROJECT, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	3 CONTRACT (OR SUBCONTRACT) AMOUNT	4 AMOUNT SUBLET TO OTHERS	5 BALANCE OF CONTRACT AMOUNT	6		7 BY APPLICANT
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
14.067	SEMINOLE COUNTY MAINTENANCE	\$ 3,830,700	\$ 141,100	\$ 3,689,600	\$ 322,100		
15.001	D2 M&R ES56-R0	\$ 643,500	\$ 55,300	\$ 588,200	\$ 77,300		
15.009	195/14 INTERCHANGE	\$ 61,007,800	\$ 15,365,400	\$ 45,642,400		\$ 11,382,800	
15.035	FL HEALTH CARE - ORANGE CITY	\$ 388,100	\$ 149,000	\$ 239,100		\$ 98,100	
15.051	VOLUSIA COUNTY ANNUAL 2015	\$ 376,800	\$ 1,600	\$ 375,200			
15.056	DAYTONA MILL & RESURFACE	\$ 959,300	\$ 100,200	\$ 859,100	\$ 155,000		
16.007	ONE DAYTONA PHASE III	\$ 20,942,500	\$ 11,096,600	\$ 9,845,900	\$ 586,700		
16.043	SR5 US1 T5563	\$ 9,941,300	\$ 2,223,700	\$ 7,717,600	\$ 1,298,700		
16.047	EAST CENTRAL RAIL TRAIL	\$ 16,065,000	\$ 6,524,200	\$ 9,540,800	\$ 9,586,500		
16.078	WEST PORT 2A PAVING	\$ 328,400	\$ -	\$ 328,400		\$ 173,500	
17.001	SR 520 TUCKER TO AURORA T5580	\$ 5,771,400	\$ 1,485,900	\$ 4,285,500	\$ 2,093,900		
17.002	DISTRICT WIDE PUSH BUTTON	\$ 3,377,400	\$ -	\$ 3,377,400	\$ 2,086,400		
17.008	ONE DAYTONA PARKING GARAGE	\$ 643,300	\$ 42,700	\$ 600,600	\$ 198,800		
17.010	ORMOND 2017 RESURFACING	\$ 579,300	\$ 45,100	\$ 534,200	\$ 169,700		
17.011	VETERANS MEMORIAL BRIDGE	\$ 167,600	\$ -	\$ 167,600	\$ -	\$ 167,600	
17.025	DISTRICT WIDE PUSH BUTTON E5Z14	\$ 625,000	\$ 4,800	\$ 620,200	\$ 545,500		
17.027	ISB STREETSCAPE	\$ 2,795,800	\$ -	\$ 2,795,800	\$ 2,795,800		
17.033	J-RAY TOMOKA TOWN CENTER	\$ 3,972,900	\$ 336,500	\$ 3,636,400		\$ 3,403,900	
17.035	SR5A BEVILLE ROD TO ISB	\$ 2,048,700	\$ 343,000	\$ 1,705,700	\$ 1,667,300		
17.036	LAKE MARY MILL & PAVE 2017	\$ 176,200	\$ -	\$ 176,200	\$ 176,200		
17.038	TURNBULL BAY ROAD	\$ 543,800	\$ 14,600	\$ 529,200		\$ 529,200	
17.043	PALATKA RIVERFRONT	\$ 780,000	\$ -	\$ 780,000	\$ 780,000		
17.047	SPRING TO SPRING TRAIL E5Y96	\$ 3,268,300	\$ 1,791,800	\$ 1,476,500	\$ 1,476,500		
17.049	VILLAGE PLAZA	\$ 143,600	\$ -	\$ 143,600		\$ 143,600	
17.050	SPRUCE CREEK AIRPORT	\$ 935,500	\$ -	\$ 935,500		\$ 935,500	
17.051	14 SAXON TO SR472	\$ 150,900	\$ 2,600	\$ 148,300		\$ 148,300	
17.053	FAIRFIELD INN AT ONE DAYTONA	\$ 107,000	\$ 20,900	\$ 86,100		\$ 86,000	
17.054	RINEHART ROAD	\$ 1,484,900	\$ 333,700	\$ 1,151,200	\$ 1,151,200		
17.059	GRAND HAVEN DEVELOPMENT	\$ 743,000	\$ -	\$ 743,000			
	MISC. JOBS	\$ 261,100	\$ 6,100	\$ 255,000		\$ 255,000	
	TOTAL CONTRACTS	\$ 143,059,100	\$ 40,084,800	\$ 102,974,300			

PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE

TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU
GRAND TOTAL

\$	25,167,600	\$	17,323,500
\$		\$	42,491,100

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be

Total of Columns 6 and 7 Must Be Filled In and Must Agree with



3701 Olson Drive, Daytona Beach, FL 32124

Office: (386) 258-7911 Fax: (386) 258-9313

September 7, 2017

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Attn: Purchasing Manager

RE: City of Port Orange
Cambridge Canal Phase 3 Bank Armoring Improvements
Project (Bid 17-33)

This is to state that P & S Paving, Inc. is not now, under any litigation or dispute resolution procedure with any governmental agency. We will provide information of past litigation upon request.

Sincerely,

Todd Phillips
Vice President

Projects Awarded

Major Projects

Job No	Job Description	Contract	Customer Name	Original
		Awarded Date		Contract Amount
02.001	SR 400, BEVILLE ROAD		Florida Dept of Transportation	\$2,072,355
02.002	SR 442, EDGEWATER		Florida Dept of Transportation	\$12,496,233
02.003	SR 5A, NOVA NORTH		Modern Continental South, Inc	\$2,279,694
02.004	SR 5A, NOVA SOUTH		Modern Continental South, Inc	\$2,117,961
02.022	SR 15A		Florida Dept of Transportation	\$2,904,939
02.059	SR 46 / I95		Florida Dept of Transportation	\$4,729,395
02.060	SR 415 / OSTEEN		Florida Dept of Transportation	\$3,026,812
02.067	TAXIWAY - TANGO		County of Volusia	\$1,896,630
03.001	SR 9 (I95) BREVARD CO. LINE		Florida Dept of Transportation	\$2,319,246
03.018	DELTONA 2003 RESURFACING		City of Deltona	\$3,292,539
03.031	SR 50 RESURFACING		Florida Dept of Transportation	\$2,246,442
03.044	PALM COAST 2003 RESURFACE		Flagler County Public Works	\$2,731,022
03.052	SR 406, BREVARD COUNTY		Florida Dept of Transportation	\$1,849,082
03.053	SOUTH 15A WIDENING		Florida Dept of Transportation	\$4,452,813
03.066	I-4 DESIGN BUILD		Florida Dept of Transportation	\$5,058,648
03.071	I-95 DESIGN BUILD 406 TO 46		Florida Dept of Transportation	\$2,704,772
03.072	SR 100 ADD LANES		Florida Dept of Transportation	\$7,566,741
03.073	DAYTONA AUTO MALL PH-II		Daytona Auto Mall	\$4,599,831
04.017	DAYTONA HARLEY DAVIDSON		Strasser Construction Company	\$2,902,624
04.026	SR 5 (US1) BAY TO HERNANDEZ		Florida Dept of Transportation	\$5,466,223
04.036	LAKE LLOYD (DIS INFIELD)		The Haskell Company	\$5,353,314
04.037	PALM COAST 2004 RESURFACING		City of Palm Coast	\$1,747,254
04.060	I-95 RESURFACING E5F92		Florida Dept of Transportation	\$12,036,507
04.064	PALM COAST 2005 RESURFACING		City of Palm Coast	\$1,748,601
04.071	SR 15A GREENS DAIRY ROAD		Florida Dept of Transportation	\$7,544,156
04.072	SR 15 BRIDGELAND/EMPORIA		Florida Dept of Transportation	\$2,347,807
05.020	FDOT SR430 MASON AVENUE		Florida Dept of Transportation	\$1,580,705
05.044	SR 100 BUNNELL PH-II		Florida Dept of Transportation	\$11,732,206
05.046	SR 421 DUNLAWTON AVENUE		Florida Dept of Transportation	\$1,915,700
05.120	PALM COAST 2005 PAVING		City of Palm Coast	\$2,452,622
06.002	VILLIGGIO		K. B. Home Jacksonville	\$6,644,469
06.003	US 1 ST. JOHN'S COUNTY		Florida Dept of Transportation	\$4,683,128
06.024	I-95/DUNLAWTON INTERCHANGE		City of Port Orange	\$3,061,341
06.025	OCEAN CENTER EXPANSION NO.		County of Volusia	\$1,542,685
06.027	SR 40 ASTOR		Florida Dept of Transportation	\$2,866,377
06.038	CYPRESS POINT @ P.C.PARKWAY		City of Palm Coast	\$1,676,384
06.040	US 17 PALATKA		Florida Dept of Transportation	\$4,498,893
06.042	VOLUSIA CO. 2006 ANNUAL		County of Volusia	\$2,802,506
06.062	FLORIDA HOSPITAL		Robins & Morton Group	\$12,055,179
06.070	AIRPORT ROAD EXTENSION		Hunter's Ridge Residential	\$2,202,173
06.099	DESTINATION DAYTONA PH-II		Strasser Construction Company	\$1,759,514
06.102	DUNN AVENUE OFFICE COMPLEX		North America Testing Company	\$1,614,232
06.111	HAYFIELD NORTH LOT DRAINAGE		North America Testing Company	\$2,072,531
06.130	I-4 PAVING - SEMA		SEMA Construction, Inc.	\$13,530,506
06.131	SR15 CRESCENT CITY FDOT E-2J		Florida Dept of Transportation	\$4,026,813
07.005	PALM COAST 2007 RESURFACING		City of Palm Coast	\$2,644,398
07.026	DAYTONA BEACH KENNEL CLUB		The Pike Company of New York	\$3,010,764
07.027	HOWLAND BOULEVARD		County of Volusia	\$13,219,761
07.030	US 17/92 SIX LANE		Florida Dept of Transportation	\$14,637,224
07.047	RITCHEY CADILLAC		Suncoast Auto Builders	\$1,506,845
07.053	SR 472 (SR 15/600 TO CR 4101)		Florida Dept of Transportation	\$1,905,546
07.064	NOVA, US1 S/WALK, US1 EDGEW		Florida Dept of Transportation	\$1,555,726
07.077	SR 11 MILLING/ BRIDGE REPLCM		Florida Dept of Transportation	\$7,778,132
07.091	PERIMETER SERVICE RD, PHASE		County of Volusia	\$2,049,600
07.097	DELTONA 2007 / 2008 RESURFACE		City of Deltona	\$1,974,549

Projects Awarded

Job No	Job Description	Contract Awarded Date	Customer Name	Original Contract Amount
07.132	INTEGRASHORES APARTMENTS		LandSouth Construction	\$2,662,975
08.004	KOHL'S DEPARTMENT STORE		Southland General Contractors	\$1,684,784
08.011	PALM COAST 2008 RESURFACING		City of Palm Coast	\$3,716,347
08.025	NOVA RD (ISB TO BRENTWOOD)		Florida Dept of Transportation	\$1,663,536
08.032	ASHFORD LAKES		Ashford Lakes, LLC	\$2,347,750
08.038	SR 483 (CLYDE MORRIS)		Florida Dept of Transportation	\$3,226,646
08.046	TOURNAMENT DRIVE EXTENSION		Indigo Development	\$3,483,715
08.066	VOLUSIA COUNTY 2008 ANNUAL		County of Volusia	\$2,351,509
08.080	DELTONA 2008 / 2009 RESURFACE		City of Deltona	\$2,012,987
08.083	I-95 & CR210 ST. JOHN'S CO.		St. Johns County Board of	\$4,770,731
08.086	FT. SMITH BOULEVARD		City of Deltona	\$9,034,843
08.088	SR A1A ORMOND BEACH		Florida Dept of Transportation	\$2,467,285
08.090	SR 46 SEMINOLE COUNTY		Florida Dept of Transportation	\$3,707,926
08.100	DAYTONA TRANSPORTATION FAC		Wharton-Smith, Inc.	\$2,887,410
08.103	HUNTINGTON WOODS		TP INVESTMENTS	\$1,510,930
08.111	SR 15 (US 17/92) T5261		Florida Dept of Transportation	\$4,925,218
09.006	PALM COAST 2009 ANNUAL	01/27/09	City of Palm Coast	\$4,140,759
09.033	SR 5 (US 1) ST JOHNS COUNTY		Florida Dept of Transportation	\$3,906,445
09.036	US 92 (SR 600)		Florida Dept of Transportation	\$4,206,503
09.048	SR 417 LAKE JESSUP ORT PLAZA		Southland Construction, Inc	\$6,610,320
09.060	SR 44 NSB JUNGLE RD TO 7TH AV	07/06/09	Florida Dept of Transportation	\$2,840,229
09.081	HUNTINGTON TOWNHOMES		TP INVESTMENTS	\$2,710,063
09.091	SR11 CARTER RD TO FLAGLER CO		Florida Dept of Transportation	\$3,163,507
09.106	LAKE EMMA ROAD		Cathcart Contracting Company	\$1,551,075
10.001	SR A1A PORT ORANGE	12/22/09	Florida Dept of Transportation	\$2,063,517
10.034	SR 15 (US 17) VOLUSIA T5336	04/20/10	Florida Dept of Transportation	\$2,129,308
10.041	RUNWAY 13-31 ST. AUGUSTINE		St Augustine-St Johns Airport	\$5,985,652
10.046	SR 3 COURTENEY PARKWAY	06/01/10	Florida Dept of Transportation	\$2,273,354
10.070	SR 5 (US 1) & SR 40 (GRANADA)		Florida Dept of Transportation	\$2,352,928
10.072	I-95 RESURFACING & GUARDRAIL	07/23/10	Florida Dept of Transportation	\$10,676,220
10.078	CITY OF DAYTONA RESURFACE		City of Daytona Beach	\$3,263,272
10.084	7L-25R DAYTONA INT'L AIRPORT		Volusia County	\$7,470,182
11.001	SR 5A (NOVA RD)	12/29/10	Florida Dept of Transportation	\$2,483,612
11.010	SR 600 (US 92) T5351		Superior Construction Co., Inc	\$1,678,307
11.019	COBBLESTONE VILLAGE		CBL & ASSOCIATES	\$1,588,146
11.052	CHAPMAN ROAD		Seminole County	\$7,429,254
11.053	DIS WEST LOT		International Speedway Corp	\$1,897,964
11.054	ALTAMIRA SHOPPING CENTER		FOUR LANES, LLC	\$2,421,441
11.057	SR 528 MEDIAN (E5N94)		Safety Contractors, Inc.	\$1,687,799
12.001	SR 19 LAKE COUNTY (T5405)	12/29/11	Florida Dept of Transportation	\$1,839,428
12.035	SR 50 CHENEY HWY (T5387)	04/17/12	Florida Dept of Transportation	\$2,539,800
12.040	SR 415 (T5417)	05/15/12	Florida Dept of Transportation	\$18,388,845
12.044	SR 520 TROPICAL TRAIL (T5421)	06/12/12	Florida Dept of Transportation	\$1,635,601
12.050	VOLUSIA RESURFACING 2012		County of Volusia	\$1,677,254
12.068	SR 44 - SR415 TO JUNGLE RD	10/16/12	Florida Dept of Transportation	\$5,008,595
12.069	DBIA TAXIWAY Y		Volusia County	\$1,613,247
12.990	NEW SMYRNA HARBOR		New Smyrna Beach Marina	\$2,429,281
12.998	I-4 DESIGN BUILD BORROW PIT		The de Moya Group, Inc.	\$5,573,000
13.010	WHITE PALMS APARTMENTS		The Robins & Morton Group	\$1,690,300
13.012	SR 415 SEMINOLE CO TO REED E		United Infrastructure Group	\$2,675,650
13.021	DIS GRANDSTAND		Barton Malow	\$5,710,490
13.024	SR 5 (US1) FLAGLER T5457		Florida Dept of Transportation	\$8,326,181
13.028	WEKIVA PARKWAY 4A-4B		The de Moya Group, Inc.	\$2,841,807
13.037	VOLUSIA CO. 2013 RESURFACING		County of Volusia	\$1,546,640
13.063	Palm Coast Parkway 6-Laning		City of Palm Coast	\$10,556,445

Projects Awarded

Job No	Job Description	Contract Awarded Date	Customer Name	Original Contract Amount
13.064	Bull Dog Drive- SR100		City of Palm Coast	\$4,267,521
14.014	SR 417 Mill & Resurface E8N21		Florida Dept of Transportation	\$6,488,682
14.016	Flagler Airport Access Rd Ph2		Flagler County Public Works	\$1,516,896
14.032	SR 421 (T5483)		Florida Dept of Transportation	\$2,864,000
14.036	SR 600/US92 Design Build E5W32		P & S Paving Inc. - Superior	\$14,117,700
14.037	Mason Ave Extension		County of Volusia	\$2,420,071
14.048	SR 407 (T5501)		Florida Dept of Transportation	\$2,189,795
14.050	DBIA Wildlife Mitigation		County of Volusia	\$2,057,976
14.053	Daytona Auto Mall Phase 3		Strasser Construction Company	\$3,310,867
14.059	Bethune Cookman Site Work		Hensel Phelps Construction Co.	\$1,631,150
14.063	ONE DAYTONA		Daytona Beach Property Holding	\$13,999,126
15.009.A	Daytona I95 / Paving		Archer Western Contractors	\$29,851,551
15.009.B	Daytona I95 / Base		Archer Western Contractors	\$31,137,661
15.012	ERAU Research Park West		Embry-Riddle Aeronautical Univ	\$1,925,889
15.043	SR 430 Seabreeze & SR441 T5532		Florida Dept of Transportation	\$1,764,700
15.048	Volusia County 2015 Resurface		Halifax Paving-P&S Paving JV	\$1,886,946
15.055	SR 400 BEVILLE RD T5536		Florida Dept of Transportation	\$2,534,884
15.061	Tomoka Town Center		Indigo Development	\$7,697,474
16.007	One Daytona		Daytona Beach Property Holding	\$17,618,801
16.026	SR 19 Putnam Co E2U35	03/11/16	Florida Dept of Transportation	\$5,266,949
16.034	SR 600 & SR472 T5560		Florida Dept of Transportation	\$2,552,654
16.043	SR 5 US1 South St. to Magnolia		Florida Dept of Transportation	\$9,941,300
16.047	East Central Rail Trl Ph 5		County of Volusia	\$16,065,000
16.047.B	East Central Rail Trail Ph 4B	07/17/17	County of Volusia	\$6,595,000
16.057	Volusia County Resurface 2016		Halifax Paving-P&S Paving JV	\$2,360,797
17.001	SR 520 Tucker to Aurora T5580	01/06/17	Florida Dept of Transportation	\$5,771,370
17.027	ISB Streetscape Phase II	04/27/17	City of Daytona Beach	\$2,795,883
17.033	J-Ray Tomoka Town Center	05/30/17	J. Raymond Construction Corp	\$3,972,976
17.035	SR 5A Beville Rd to ISB E5Y92	05/22/17	Florida Dept of Transportation	\$2,048,740
17.047	Spring to Spring Trail E5Y96	06/26/17	Florida Dept of Transportation	\$3,268,345

**FDOT Format
Equipment Asset Report**

Equip No.	Description	Manufacturer	Serial Number	Make/Model	Model Year	License Plate #	Category
1	FORD F250 5995	FORD	1FTSW21P25EB95995	F250 BILLY JONES JR.	2005	980JRZ	PICK UP TRUCKS
2	FORD F250 1093	FORD	1FTSW21P36EB31093	F250	2006		
3	FORD F250 7487	FORD	1FTNF21LYEA27487	F250 MOT TRUCK ST. AUGUSTINE	2000	J41YFF	
4	FORD F250 7404	FORD	1FTNF216XEE17404	F250 BRIAN COLLINS	1999	X480CLT	
5	FORD F250 4033	FORD	1FTNX21L01ED84033	F250 CHUCK KOKOL	2001	E186RL	
6	FORD F250 1509	FORD	1FTSX21P26EA81509	F250 JAY DONIGAN	2006	D393JD	
7	FORD F250 3100	FORD	1FTNF21L7XEE63100	F250 SHAWN SEPANEK	1999	A771JX	
8	FORD F150 5809	FORD	1FTRX1W31NA85809	F150 RICHARD TYDE	2001	E525RJ	
9	FORD F250 8475	FORD	1F5NF215163C78475	F250 JOHN HUGHES	2006	F287BF	
10	FORD F250 4193	FORD	1FTSW2156ED14193	F250 ROBERT SHOVER	2005	E193RL	
12	FORD F250 4760	FORD	1FTPF2812WNB24760	F250 RICHARD TYDE	1998	A08QNK	
13	FORD F150 9960	FORD	1FTNF20LRXEC49960	F150 - MARK SIMMONS	1999	861WQL	
14	FORD F150 6543	FORD	1FTDF1720VNC36543	F150 RICK EICHINGER	1997	E527RJ	
15	FORD F150 2692	FORD	1FTRX18W12NA62692	F150 CHUCK KOKOL	2002	G058AA	
16	FORD F250 6627	FORD	1FTNW21P43ED66627	F250*YARD	2003	100VJV	
17	FORD F250 1097	FORD	1FTNX21L02EC41097	F250	2002		PICK UP TRUCKS
18	FORD F250 9936	FORD	1FTNX20L84EC89936	F250 SPARE	2004	HUAF41	
22	FORD F650 3728	FORD	3FDNF6544YMA13728	F650	2000	E93BGS	
23	FORD F250 7293	FORD	1FTNF20L51EB97293	F250	2001	A08QNK	
25	FORD F250 1004	FORD	1FTNX20L7YEB51004	F250 SPARE	2000	DLHX09	PICK UP TRUCKS
26	FORD EXPLORER 5851	FORD	1FMDU64W22ZB45851	EXPLORER TRACE HASS	2002	501ITL	
27	FORD F250 4X4 4491	FORD	1FTNX21L43ECO4491	F250 4 X 4	2003		
30	FORD F450 7965	FORD	1FDLF47GXSEA07965	F450	1995	A71QLI	
31	SUBURBAN 4270	CHEVROLET	1GNKG26J334270	CHEVY SUBURBAN	1996	T08EJK	
32	FORD F350 9298	FORD	1FDWW36F2YEC89298	F350 JAMES WALKER	2000	E188RL	
33	FORD F150 8916	FORD	1FTRX17292NB78916	F150 *YARD-BRUNO OTERO	2002	X015VF	
34	FORD F250 0488	FORD	1FTNW21F02ED60488	F250	2002	V94NJY	
35	FORD F150 8846	FORD	1FTRX17232NB78846	F150	2002	N7284F	
36	FORD F250 0411	FORD	1FDNX20L82ED40411	F250	2002	DUJN20	
37	FORD F350 9450	FORD	1FDWF37FX2ED09450	F350 SHOP	2002	HUAF40	PICK UP TRUCKS
38	FORD F450 2693	FORD	1FDAF56F92EC62693	F450 BILLY WARE	2002		
39	FORD F550 0550	FORD	1FDAF57P56EB20550	F550 MOT	2006	N0649U	PICK UP TRUCKS
40	FORD F250	FORD		F250	2003		
41	FORD F550 7542	SEYLLER	1FDAF57P54ED47542	F550 JUSTIN MERRY	2004	DLHX13	PICK UP TRUCKS
42	LUBE & FUEL TRUCK 6378	PETERBUILT	2NPLLD0X05M886378	FUEL TRUCK	2005	N3365S	HEAVY HIGHWAY TRUCKS
43	INTL DUMP TRUCK 8676	INTERNATIONAL	1HTSCAAM3WH508676	IHC 4700 DUMP	1998	N552YQ	
48	MACK 6482	MACK	1M1AA18Y74N156482	TANKER TRUCK	2004	N5948N	HEAVY HIGHWAY
49	PETERBUILT TRACTOR 7151	PETERBUILT	1XP5PBEX64D817151	PETERBUILT - LOWBOY	2004	HUAF55	HEAVY HIGHWAY
50	PETERBUILT TRACTOR 3416	PETERBUILT	1XP5PBEX81N563416	PETERBUILT LOWBOY	2001	N0654U	HEAVY HIGHWAY
51	PETERBUILT 5980	PETERBUILT	1XP5DB8X6SD365980	PETERBUILT LOWBOY	1995	DLHX14	HEAVY HIGHWAY

**FDOT Format
Equipment Asset Report**

Equip No.	Description	Manufacturer	Serial Number	Make/Model	Model Year	License Plate #	Category
52	KENWORTH 7630	FREIGHTLINER OF TAI	1XKWD29X6WJ767630	KENWORTH TRASH TRUCK	1998	HUAF50	HEAVY HIGHWAY
53	FREIGHTLINER TRACTOR 4196	FREIGHTLINER	1FUPYSYB9FP244196	FREIGHTLINER TRACTOR	1985	E11HGZ	
54	FORD DUMP TRUCK 5785	FORD	1FDZU90X8SVA75785	FORD L9000	1995	N5708M	HEAVY HIGHWAY
55	FORD DUMP TRUCK 8544	FORD	1FDZU90X8VVA08544	FORD LT9000	1997	N3364S	HEAVY HIGHWAY
57	FORD DUMP TRUCK 0444	FORD	1FDZV96M9WVA10444	FORD LTLA9000	1998	N3374S	HEAVY HIGHWAY
58	FORD DUMP TRUCK 7969	FORD	1FDZV96M8WVA07969	FORD L9000	1998	N3373S	HEAVY HIGHWAY
59	FORD DUMP TRUCK 7748	FORD	1FDZV96MXWVA37748	FORD LT 9522	1998	N0656U	HEAVY HIGHWAY
60	FREIGHTLINER 120 6524	FREIGHTLINER	1FVXDWY97KH366524	FREIGHTLINER 120 YARD TRUCK	1989	M3169Y	HEAVY HIGHWAY
61	STERLING DUMP TRUCK 2971	STERLING	2FZXFWEB5XAA42971	STERLING LT9522	1999	N0578U	HEAVY HIGHWAY
62	STERLING DUMP TRUCK 6928	STERLING	2FZXEWEB3YAF36928	STERLING LT9522	2000	N9738Q	HEAVY HIGHWAY
63	STERLING DUMP TRUCK 9795	STERLING	2FZXFWEB7YAB49795	STERLING	2000	N0511K	HEAVY HIGHWAY
64	STERLING DUMP TRUCK 6621	STERLING	2FZHZAAS12AK46621	STERLING LT9522	2002	N0653U	HEAVY HIGHWAY
65	STERLING DUMP TRUCK 6622	STERLING	2FZHZAAS32AK46622	STERLING LT9522	2002	N0577U	HEAVY HIGHWAY
66	STERLING DUMP TRUCK 6623	STERLING	2FZHZAAS52AK46623	STERLING LT9522	2002	N0652U	HEAVY HIGHWAY
67	STERLING DUMP TRUCK 6624	STERLING	2FZHZAAS72AK46624	STERLING LT9522	2002	N0661U	HEAVY HIGHWAY
68	STERLING DUMP TRUCK 6625	STERLING	2FZHZAAS92AK46625	STERLING LT9522	2002	N0651U	HEAVY HIGHWAY
69	STERLING DUMP TRUCK 4615	STERLING	2FZHZAAS34AM94615	STERLING	2004	N0659U	HEAVY HIGHWAY
70	STERLING DUMP TRUCK 4616	STERLING	2FZHZAAS54AM94616	STERLING	2004	N5952N	HEAVY HIGHWAY
71	STERLING DUMP TRUCK 4617	STERLING	2FZHZAAS74AM94617	STERLING	2004	N0660U	HEAVY HIGHWAY
72	STERLING DUMP TRUCK 4618	STERLING	2FZHZAAS94AM94618	STERLING	2004	N3416S	HEAVY HIGHWAY
73	MACK DUMP TRUCK 4884	MACK	1M2AG11CX4M014884	CV713	2004	N3363S	HEAVY HIGHWAY
74	MACK DUMP TRUCK 4883	MACK	1M2AG11C84M014883	CV713	2004	N3308S	HEAVY HIGHWAY
75	MACK DUMP TRUCK 4880	MACK	1M2AG11C24M014880	CV713	2004	N5947N	HEAVY HIGHWAY
76	MACK DUMP TRUCK 4881	MACK	1M2AG11C44M014881	CV713	2004	N0657U	HEAVY HIGHWAY
77	MACK DUMP TRUCK 4882	MACK	1M2AG11C64M014882	CV713	2004	N0658U	HEAVY HIGHWAY
78	CAT CT660 ON ROAD 0008	CATERPILLAR	1HTJGTKT1EJ490008	CT660 TRK01417	2014	N3204T	HEAVY HIGHWAY
79	CAT CT660 ON ROAD 0300	CATERPILLAR	1HTJGTKT8EJ490300	CT660 TRK01429	2014	N3205T	HEAVY HIGHWAY
80	MACK WATER TRUCK 3631	MACK	1M2E126C8EA003631	WATER	1984	N3324S	HEAVY HIGHWAY
81	FREIGHTLINER 4304	FRIEHTLINER	1FUYBYB5HP274304	FUEL TRUCK	1987	N4070P	HEAVY HIGHWAY
82	CHEVY MECHANIC TRUCK 9362	CHEVY	1GBM7D1F2DV129362	CHEVY C65 YARD		N/A	
83	INTL WATER TRUCK 2732		1HTSDAAN7TH302732	WATER	1996	N4061P	TRUCKS
84	MAXIMIZER TACK TRUCK 1603	FRIEHTLINER	1FVABTBV91DH31603	FRIEHTLINER LLC	2001	N0512K	
85	INTL WATER TRUCK 9545	INTERNATIONAL	1HTSCCFLXLH679545	4700 GALLON	1990	O82ITM	HEAVY HIGHWAY
86	FORD WATER TRUCK 2228	FORD	1FDNF70J9WVA02228	FORD	1998	E187RL	
87	WATER TRUCK 7153	FORD	3FDXFF75A9YMA07153	WATER TRUCK - MILLING	2000	N5706M	TRUCKS
88	WATER TRUCK 8936	FORD	1FDXFF80ESTVA28936	F800	1996	O83ITM	TRUCKS
89	FORD F250 6905	FORD	1FTNX21L33ED66905	F250 GARY BOLES	2003		
90	FORD F250 0507	FORD	1FTNW21P13EC60507	F250 TRACE HASS	2003		
91	GMC DISTRIBUTOR 1555	GMC	1GDM7H1C52J511555	GMC ROSCO MAXIMIZER III	2003		
92	FORD F-250 4X4 6905	FORD	1FTNX21L33ED66905	F250 GARY BOLES	2003	HUAF54	TRUCKS

**FDOT Format
Equipment Asset Report**

Equip No.	Description	Manufacturer	Serial Number	Make/Model	Model Year	License Plate #	Category
93	STERLING WATER TRUCK 9391	STERLING	2FZACFT53AL99391	FUEL/WATER	2003	HUAF53	TRUCKS
94	FORD F250 6812	FORD	1FTNX21P33ED66812		2003	103VJV	
95	STERLING TACK TRUCK 6857	LEEBOY MODEL MAX	12FZAASDC04AN16857		2004		
96	FORD F250 2458	FORD	1FTSW21P85EA72458	LEEBOY	2005		
97	STERLING WATER TRUCK 9403	STERLING	2FZACFC5X5AU59403	FUEL/WATER	2005	DLHX10	TRUCKS
98	FORD F550 8204	FORD	1FDAF57P95EA48204	F550 MOT	2005	N0650U	PICK UP TRUCKS
99	FORD F450 7712	FORD	1FDX247P75EA27712	F450 JASON PALMATIER	2005	N5669M	
100	FORD F250 8677	FORD	1FTSX21P05EB68677	F250 CHUCK KOKOL	2005	DLHX11	
101	JD 444E 2 CY	JOHN DEER	CK444EB001256	JD 444E			
102	JD 544H 2.5 CY	JOHN DEER	DW544HX565650	JD 544H			
103	JOHN DEERE 624 J WHEEL LOADER	JOHN DEER	DW624JZ597323	JD624J	2005		
104	KOM 420 13.5 CY	KOMATSU	10015	KOM WA420			
105	CAT 938G 15CY	CAT	04YS02371	CAT 938 G			
106	LULL	LULL	97X12N21-375	LULL SK-37			
107	VOLVO 120D 5 CY	VOLVO	L120DV63119	VOLVO 120D	2000		LOADER
108	CAT 928 2.5 CY	CAT	6XR03183	CAT 928G			
109	CAT SKID STEER	CAT	FDG00175	CAT 252			
110	CAT 928G	CAT	6XR03239	CAT 928G			
111	VOLVO 150	VOLVO					
112	CAT 938G	CATERPILLAR	CRD000518	CAT 938G	2002		
118	VOLVO 180 LOADER	VOLVO		VOLVO 180	2003		
119	JD 544H	JOHN DEER	589577	544H	2003		
120	TRACK LOADER	JOHN DEERE	RSD00794/RC100	100 HP RUBBER TRACK	2003		LOADER
121	CAT 938G SERIES II	CATERPILLAR	CRD01748	CAT 938G SERIES II	2004		
122	RC100 SKID STEER	SKID STEER	RSD01899	RC100 CAB Rubber Truck	2006		
123	KS 602 WHEEL LOADER	KS602	60J4-5066	KSS602V	2006		
124	VOLVO 180 E	VOLVO	LI80EV7395	VOLVO L-180E	2006		LOADER
125	CAT 928GZ LOADER	CATERPILLAR	DJD02601	928GZ WHEEL LOADER W/CAB	2006		
126	CAT 928 GZ DJD02763	CATERPILLAR	DJD02763	928 GZ WHEEL LOADER W/CAB	2007		
127	CAT 928GZ LOADER	CATERPILLAR	DJD02899	928GZ	2007		LOADER
128	CAT TELEHANDLER LULL	CATERPILLAR	SLD01448		2007		LOADER
129	CAT 287C LOADER	CATERPILLAR	MAS00706	CAT TH350B MA3 DELUXE	2007		
130	CAT 938G II LOADER	CATERPILLAR	CRD02706	MULTI TERRAIN LOADER	2008		
131	CAT 972H LOADER	CATERPILLAR	A7D00652	938G II WHEEL LOADER	2008		LOADER
132	CAT 236B2 SKIDSTEER	CATERPILLAR	HENO7725	972 WHEEL LOADER SW	2008		
133	CAT 289C	CATERPILLAR	JMP00244	236B2 SKIDSTEER	2008		LOADER
134	CAT 272C CHS4	CATERPILLAR	RED01706	289C CH2	2008		LOADER
135	BOBCAT T200	COLLINS MANUFACTU	518917016	BOBCAT T200	2009		
136	CAT 289C CH2	CATERPILLAR	JMP00640	CAT 272C	2002		LOADER
137	JD 5203 TRACTOR	JOHN DEERE	PY5203U000461	BOBCAT T200	2009		LOADER
				CAT 289C CH2	2003		LOADER
				JD 5203			

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Equip No.	Description	Manufacturer	Serial Number	Make/Model	Model Year	License Plate #	Category
138	CAT 938H	CATERPILLAR	MJC00607	938H WHEEL LOADER	2009		LOADER
139	CAT 938H	CATERPILLAR	MJC00446	938H WHEEL LOADER	2009		LOADER
140	CAT 972H LOADER	CATERPILLAR	A7D00799	972H SWMA1	2009		
141	CAT 950G LOADER	CATERPILLAR	AXX01119	950GII	2005		
142	CAT 289C LOADER	CATERPILLAR	JMP01004	289C CH2	2010		LOADER
143	CAT 972K WHEEL LOADER	CATERPILLAR	Z4W00128	972K WHEEL LOADER	2011		
144	CAT 938K LOADER	CATERPILLAR	SWL01850	938K	2013		LOADER
145	CAT 972K WHEEL LOADER	CATERPILLAR	Z4W00697	972K	2013		
146	CAT 906 LOADER (3062)	CATERPILLAR	JRF02593, 8EA3062	CAT COMP WHEEL 906H2CABAC	2015		LOADER
147	CAT 972M WHEEL LOADER (PLANT)	CATERPILLAR	0972MHA8P00627	CAT 972M	2015		LOADER
148	CAT 926M WHEEL LOADER	CATERPILLAR	CAT0926MTLITE00428	CAT 926M WHEEL LOADER	2015		LOADER
149	CAT 926M WHEEL LOADER	CATERPILLAR	CAT0926MPLITE00432	CAT 926M WHEEL LOADER	2015		LOADER
150	CAT 289D COMPACT TRACK LOADER	CATERPILLAR	OTAW03665	CAT 289D COMPACT TRACK LOADER	2015		LOADER
151	CAT 906H2 COMP WHEEL LOADER	CATERPILLAR	JRF03089	906H2 COMP WHEEL LOADER	2015		LOADER
152	CAT SKID STEER	CATERPILLAR	CAT0289DVTAW04634	CAT 289D CH2	2016		LOADER
153	CAT 289D SKID STEER	CATERPILLAR	TAW06773	289D CTL DCA2 SKID STEER	2017		LOADER
154	972M WHEEL LDR 534	CATERPILLAR	A8P01534	CAT 972M	2017		LOADER
201	CAT D3G XL	CATERPILLAR	CFC00159	CAT D3G XL DOZER	2017		LOADER
202	JD 550 GLT	JOHN DEER	T2550GH826697	JOHN DEER 550GLT	2002		DOZER
203	KOM D58	KOMATSU	A810116	KOMATSU D58			
204	CAT D58	CATERPILLAR	1DD04217	CAT D5H			
205	CAT D5M	CATERPILLAR	04BR00598	CAT D5M	2000		
206	CAT D3C	CATERPILLAR	9TS00467	CAT D3C			
207	KOM D41P	KOMATSU	B21079	KOMATSU D41P-6			
208	CAT D5MXL	CATERPILLAR	4BR00947	CAT D5M	2002		
209	CAT D5	CATERPILLAR	AKD01148	D5NLGP	2004		DOZER
210	JD 450J LPG DOZER	JOHN DEERE	T0450JX114301	450J LPG DOZER	2005		DOZER
211	CAT D6R DOZER	CATERPILLAR	WRG00246	D6RLGPIII	2006		DOZER
212	JD 450 LGP DOZER	JOHN DEERE	TO450JX135991	JD450 LGP	2007		DOZER
213	CAT D4K LGP TRACTOR	CATERPILLAR	RRR00420	CAT D4K LGP	2011		DOZER
214	CAT D5K LGP TRACTOR/DOZER	CATERPILLAR	CAT00D5CKKY200529	CAT D5K2LGP	2015		DOZER
215	CAT D5K BULLDOZER 0804	CATERPILLAR	CAT00D5KKKY200804	D5KLG2	2016		DOZER
301	JD 670A	JOHN DEER	09339T	JOHN DEER 670A	1993		GRADER
302	HUBER M850A	HUBER	M501	HUBER M850A	1995		GRADER
303	CAT 12H	CATERPILLAR	4XMO1506	CAT 12H			
304	VOLVO G60	VOLVO	X201004X	VOLVO G60			
305	CAT 12H	CATERPILLAR	CAT0012HE4XM03086	CAT 12H			
306	CAT 12H GRADER	CATERPILLAR	4XM03316	12H	2002		GRADER
307	CAT 12H MOTOR GRADER	CATERPILLAR	4XM03359	CATERPILLAR 12H MOTOR GRADE	2003		GRADER
308	CAT 12H MOTOR GRADER	CATERPILLAR	AMZ00558	CATERPILLAR 12H MOTOR GRADE	2004		GRADER

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309	CAT 12 MOTOR GRADER	CATERPILLAR	B9F00403	CAT 12 MOTOR GRADER	2009		GRADER
310	HUBER GRADER	HUBER	M610	M850A	1987		GRADER
311	CAT 12M MOTOR GRADER	CATERPILLAR	B9F00919	12M AM NORTH DCA-1	2012		GRADER
312	HUBER MOTOR GRADER	HUBER	OU3M00931	HUBER M-850A MOTOR GRADER	1996		GRADER
401	KOM PC300	KOMATSU	13050	KOM PC300			
402	LINKBELT	LINKBELT	LE2177281	4300			
403	AMER 7220 DRAGLINE	AMERICAN	GS19764	AMERICAN 1220			
404	CAT 613 PAN	CATERPILLAR	8LJ01656	CAT 613 PAN	2000		EXCAVATOR
405	KOBELCO	GRADALL	NP327159	GRADALL GW4643W			
406	CAT 613 PAN	CATERPILLAR	8LJ02397	CAT 613 PAN	2001		EXCAVATOR
407	HYD. EXCAVATOR	KOBLECO	LB00246	KOBLECO SK270LC			
408	TELESCOPIC EXCAVATOR	GRADALL	0417557	GRADALL XL4100	2003	MFY51W	HEAVY HIGHWAY
409	CAT EXCAVATOR	CATERPILLAR		CAT 330B	2003		
410	EXCAVATOR	KAWASAKI	YC07U1008	SK330	2005		
411	CAT HYD MINI EXCAVATOR	CATERPILLAR	DMA04937	303 CR MINI HYD EXC MA1	2005		
412	CAT 330 DL EXCAVATOR	CATERPILLAR	MWP00907	330 DL	2006		
413	CAT MINI EXCAVATOR	CATERPILLAR	DMY02011	303.5C CR MINI HYDRAULIC	2009		EXCAVATOR
414	KOBELCO SK350 EXCAVATOR	KOLBECO	YC08U2137 - SK352137	SK350 HYDRAULIC	2009		EXCAVATOR
415	CAT 330CL	CATERPILLAR	DKY03140	CAT 330CL			
416	CAT 336DL	CATERPILLAR	W3K00308	336DL	2009		EXCAVATOR
417	JOHN DEERE 160 TRACK HOE	JOHN DEERE	P00160X041089	160LC	2010		EXCAVATOR
418	CAT 336EL EXCAVATOR	CATERPILLAR	BZY00837	336EL HYD	2012		EXCAVATOR
419	BOBCAT E55 COMPACT EXCAVATOR	BOBCAT	ARWM11750	E55	2013		EXCAVATOR
420	CAT 305E2 MINI HYD EXCAVATOR	CATERPILLAR	DJX01135	CATERPILLAR 305E2 MINI EXCAVA	2015		EXCAVATOR
421	TELESCOPIC EXCAVATOR 0078	GRADALL INDUSTRIES	4160000078	XL 4100 6X6	2016		EXCAVATOR
422	EXCAVATOR LINK BELT 30 TON	LINK BELT	LBX145Q6NFHEX1620	145X3LC	2016		EXCAVATOR
501	BLAW-KNOX 10' PAVER 1996	BLAW KNOX	17217-14	BLAW-KNOX PAVER			
502	ROADTEC 10' PAVER 2000	ROADTEC	RP108-10-275	ROADTEC RP-180-10	1998		
503	NEW HOLLAND BROOM	NEW HOLLAND	082568 B	NEW HOLLAND 3930 BROOM	1997		
504	FORD 3910 BROOM	FORD	C762750	FORD 3910 BROOM	2002		
505	MILL RX50B	ROADTEC	131	ROADTEC RX50B	2001		
506	NEW HOLLAND BROOM	NEW HOLLAND	001255429	NEW HOLLAND TN55 BROOM	2002		
507	NEW HOLLAND BOX BLADE	NEW HOLLAND	A44126	NEW HOLLAND BOX BLADE	2001		
508	BLAW KNOX ROAD WIDENER	BLAW KNOX	RW195D	BLAW KNOX ROAD WIDENER	2002		
509	ROADTEC PAVER 2002	ROADTEC			2002		
510	CHALLENGER I BROOM TN55	SESCO	001257974	TN55	2003		
511	ROADTEC PAVER 2003	ROADTEC	EZIVX0279C9A4	ROADTEC PAVER 180-10			
512	Roadtec Milling Machine	Roadtec	RX50BX138	Roadtec Cold Planer			
513	NEW HOLLAND BOX BLADE	NEW HOLLAND	A444038	345D	2003		
514	NEW HOLLAND SWEEPER	NEW HOLLAND	112707B	3930	2003		

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515	SHUTTLE BUGGY	Roadtec, Inc.	SB2500CX729		2004		
516	ROADTEC PAVEN 8' 2004	ROADTECH	RP150X158	RP150 RUBBER TIERED PAVER	2004		
517	ELGIN EAGLE SWEEPER TRUCK	ELGIN EAGLE	49HAADB75DN90181	ELGIN EAGLE F2055D W/CHASSIS	2005	N4082P	TRUCKS
518	CAT COLD PLANER	CATERPILLAR	RBG00227	CAT PC205	2005		
519	NEW HOLLAND SWEEPER	NEW HOLLAND	114446B	3930	2005		
520	NEW HOLLAND BOX BLADE	NEW HOLLAND	A442961	345D	2000		
521	ROADTEC PAVEN 10' 2005	ROADTEC	RP190-171	RP190	2005		
522	LEEBOY PAVEN 2006	LEEBOY	44575	LEEBOY 8515 PAVER	2006		
523	ROADTEC MILL RX700 2007	ROADTEC	CH700-86X133	RX700-3 COLD PLANER	2007		
524	ROADTEC 10' PAVER 2007	ROADTEC	RP190X217	RP190 RUBBER TIERED	2007		
525	JOHN DEERE SWEEPER	JOHN DEERE	SN-LV4520H440310	4520 TRACTOR	2007		
526	ROADTEC RP190 PAVER	ROADTEC	RP190X268	RP-190 RUBBER TIERED PAVER	2008		
527	JOHN DEERE 4520 BROOM	JOHN DEERE	LV4520H650131	4520 TRACTOR W/BROOM	2008		
528	ROADTEC RX700-3 MILL	ROADTEC, INC.	RX700-3X177	RX-700-3 COLD PLANER	2008		
529	CAT COLD PLANER	CATERPILLAR	RBG00632	PC205 COLD PLANER	2009		
530	ROADTEC PAVEN	ROADTEC	RP190-315	RP190	2009		
531	FORD 345D TRACTOR	FORD	A440007	345D	1996		
532	HOLLAND 4X4 TRACTOR W/SWEEPER	NEW HOLLAND	Z9NBB1235	4X4 TRACTOR	2010		
533	RX700-3 COLD PLANER	ROADTEC	RX700-3X201	RX700 MILLING MACHINE	2010		
534	ROADTEC PAVEN RP190	ROADTEC	RP190389	RP190	2011		
535	ROADTEC PAVEN	ROADTEC	3044, EZV-10X1010214	RP190E	2014		PAVING
536	SHUTTLE BUGGY SB-2500e	ROADTEC	SB-2500EX3051	SB-2500E	2014		PAVING
537	RX-600E4 MILLING MACHINE	ROADTEC	RX 600E-4 #2083	ROADTEC RX 600E-4	2015		PAVING
538	JD 4052R UTILITY TRACTOR	JOHN DEERE	1LV4052REFH210198	JD 405R UTILITY TRACTOR	2015		PAVING
539	MILLING HEAD	CATERPILLAR	FHP00241, ID #FHP00241	PC3058	2014		PAVING
540	JD 4052R UTILITY TRACTOR	JOHN DEERE	1LV4052RVFG210163	JD 4052R UTILITY TRACTOR	2015		PAVING
541	FORD 345-D LOADER TRACTOR	FORD	002051	FORD 345-D LOADER TRACTOR	2006		PAVING
542	MILLING HEAD	CATERPILLAR	HFP00255	CAT PC305B COLD PLANER	2015		
543	BOX TRACTOR 545D	NEW HOLLAND	A433202	MOD. DD5PW2, ENG. D54768815D1	2015		PAVING
544	MILLING HEAD	CATERPILLAR	HFP00347	CATERPILLAR PC305B COLD PLAN	2015		PAVING
545	ROADTEC RP190 10' PAVER	ROADTEC	4102	RP190 RUBBER TIRE PAVER	2017		PAVING
546	JD 8345R TRACTOR	JOHN DEERE	1RW8345RCED094253	JOHN DEERE 8345R 345HP TRACT	2014		PAVING
601	GAL S330 C3 WHEEL STEEL	GALLION	CRG43563	GALLION D330 C	1996		
602	HYSTER 530 A TRAFFIC ROLLER	HYSTER	A091C4436T	HYSTER C530A	1996		
603	HYSTER C340B STATIC 8-10 TON	HYSTER	B146C2149C	HYSTER C340B	1997		
604	BOMAG 120 D VIBRATORY 3-5 TON	BOMAG	1011700204545	BOMAG L120 D			
605	CASE 602 BD VIBRATORY	CASE	840288416	CASSE W602 BD	1993		
606	HYPAC C850 B VIBRATORY	HYSTER	B188C1981S	HYSTER C850 B	1998		
607	SD100 VIBRATORY ROLLER 3-5 TON	INGERSOL	161455	INGERSOL SD100D	1998		
608	HYSTER C747A VIBRATORY 3-5 TON	HYSTER	101170501597	HYSTER C747A	1996		

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609	HYSTER C530 AH TRAFFIC	HYSTER	109A22201716	HYSTER C530H	1999		
610	HYPAC C530 A STATIC 8-10 TON	HYSTER	AD91C4436T	HYSTER C530A	2001		
611	DYNAPAC CS12 3 WHEEL STEEL	DYNAPC	175270	CS12 SMOOTH DRUM			
612	INGRAM 3 WHEEL STEEL	INGRAM	432397E104	10-12 TON	2002		
613	BOMAG A120 D VIBRATORY 3-5 TON	BOMAG	10117516457	BOMAG 120AD-3			
614	BOMAG VIBRATORY TANDEM ROLLER	BOMAG	101170517878	120AD	2002		
615	HYPAC 778 STEEL WHEEL ROLLER	HYPAC	9B21501751	HYPAC STEEL WHEEL ROLLER 778	2002		
616	HYPAC 530AH TRAFFIC ROLLER	HYPAC	1936	HYPAC C530AH	2003		
617	BOMAG VIBRATORY ROLLER	BOMAG	101580371725	BOMAG 211D ROLLER	2002		
618	HYSTER C530A	HYSTER	A91C3651F	C530A WHEEL ROLLER	2003		
619	HYSTER C340C ROLLER	HYSTER	C146030245	C340C TANDEM ROLLER	2003		
620	HYSTER 340C ROLLER	HYSTER	146C1852Z	C340B TANDEM ROLLER	2003		
621	HYSTER ROLLER	HYSTER	1C14603392	C340	2003		
622	HYPAC ROLLER	HYPAC	1B21501905	C778B	2003		
623	HYPAC C340C	HYPAC	901C14603412	C340C STATIC ROLLER	2004		
624	HAMM VIBRATORY ROLLER	HAMM 3410	1690171	VIBRATORY COMPACTOR HM 169C	2005		
625	SAKAI 320 VIBRATORY ROLLER	SAKAI	VSW29-30192	SW320	2006		
626	SAKAI 320 ROLLER	SAKAI	VSW29-30213	SW320	2006		
628	SAKAI 320 ROLLER	GREAT SOUTHERN	CCVSW36-20131	SW320 COMPACTOR	2007		
629	LEEBOY 420 ROLLER	LEEBOY	48867	420 WITH 40HP KUBOTA ENGINE	2007		
630	SAKAI SW850 VIBRATORY ROLLER	SAKAI	SW8550104	SW850	2008		
631	SAKAI VIBRATORY ROLLER	SAKAI	VSV16-50624	SV505D	2009		
632	CAT CB54 VIBRATORY COMPACTOR	CATERPILLAR	JLMD00170	CB54	2010		
633	BOMAG BW9AS ROLLER	BOMAG	901C14611020	BOMAG BW9AS	2012		ROLLER
634	BOMAG BW11RH ROLLER	BOMAG	901A22231043	BW11 RH	2012		
635	DYNAPAC STEEL WHEEL ROLLER	JOHN DEERE	00153	CS15 STEEL WHEEL	1992		
636	SAKAI DOUBLE DRUM OSCILL ROLLER	DYNAPAC	4SW56-50169C	SAKAI/SW850ND	2014		ROLLER
637	SAKAI 850 ASPHALT ROLLER	SAKAI	4SW56-50203C	SW850ND ASPHALT ROLLER	2016		ROLLER
638	SAKAI 540D DIRT ROLLER	SAKAI	3SV53-10481	540D DIRT ROLLER	2016		ROLLER
639	SAKAI SW354	SAKAI	1SW73-30207	SAKAI, SW354, ID#SW3530207	2016		ROLLER
701	VOLVO A25C A	VOLVO	5350V68123	VOLVO A25C			
702	VOLVO A25C 2	VOLVO	5350V68135	VOLVO A25C			
703	CATERPILLAR 725 OFF ROAD TRUCK	CATERPILLAR	B1L00171	725 ARTICULATED TRUCK	2005		
704	CATERPILLAR 725 OFF ROAD TRUCK	CATERPILLAR	BIL00182	725 ARTICULATED TRUCK	2005		
705	CAT 725 OFF-ROAD	CATERPILLAR	B1L02828	725 ARTICULATED TRUCK	2013		
706	CAT 730C ARTICULATED TRUCK	CATERPILLAR	CAT0730CPTFF0125, TFF703C	ARTICULATED TRUCK DCA4	2016		
801	ACME 6"	ACME		ACME 6" PUMP			OFF ROAD TRUCK
802	THOMPSON 6"	THOMPSON	32HPU-126	THOMPSON 6" PUMP			
803	HYD PUMP	THOMPSON	32HPU-83	HYD PWR UNIT			PUMP
805	THOMPSON PUMP 4"	THOMPSON	HYDRAUL DEUTZ F4L914, HDP30.61	THOMPSON 4" PUMP	2004		

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806	TRASH PUMP 3"	WACKER	5788578	PT3A	2009		
807	HYDRAULIC PUMP		32HPU432	HPU HYDRAULIC POWER UNIT			
808	HYD PUMP		32HPV-35	HYD PWR UNIT			
809	8" PUMP HEAD		68-84				PUMP
810	6" PUMP HEAD		60-300				PUMP
811	4" PUMP HEAD		40-239				PUMP
812	LIGHT TOWER	CHIEFTAN					PUMP
813	LIGHT TOWER						PUMP
901	POWER SCREEN		500462	CHIEFTAN 140D			
902	LIGHT TOWER 1		951032098	LIGHT TOWER			
903	RAYGO GATOR 8' MIXER		908A0304	GATOR MIXER			
904	PULVI-MIXER 7'		HK981	REX PULVI-MIXER HDSE			
905	LIGHT TOWER 2	AMIDA	0005-64961	AMIDA LIGHT TOWER			
906	FORKMATE	FORK MATE					
907	ARROW BOARD	TRAFCON					
908	LASER LEVEL			TRAFCON ARROW BOARD			
909	CHAINSAW (STIHL)	BOMAG			2002		
910	MILLER WELDER						
911	PORTABLE REFUELER						
912	BOMAG MIXER		109A23001514	MPH364SDM DEEP MIX			
913	JUMPING JACK						
914	PLATE TAMPER						
915	CHAIN SAW	BOMAG			2005		
916	BOMAG MIXER		901B23001610	BOMAG DEEP MIX			
918	JOHN DEERE 6715 TRACTOR & TILL						
919	LIGHT TOWER		L06715D488117	6715 TRACTOR & KUHN TILLER	2006		
920	BUGGY	LIGHT TOWER		AMIIDA MODEL	2009		
921	2009 YAMAHA OFF-ROAD	YAMAHA	5Y4AM18Y49A003930	4 WHEELER	2009		
922	2009 YAHAMA BUGGY	YAMAHA	5Y4AM18Y69A006442	4 WHEELER	2009		
923	CC6500 WALK BEHIND SAW	DIAMOND PRODUCTS	99070333	CORE CUT			
924	JD 997SC MOWER		ITC997SCJBT061012	997 MID ZTRAK 72" SD	2011		
925	GAMACO CURB MACHINE	JOHN DEERE		CURB MACHINE (ROMINES)			
926	CR7 COMPACTOR WACKER	RINGPOWER	900100-693				
927	EMV-450 DAWSON	DAWSON	3100048	CR7 - DEISEL	2013		
929	POWERSCREEN WARRIOR 1800	POWERSCREEN	60-147	EMV-450	2012		
930	5500W PORT GENERATOR		PID00123TDGD16199	WARRIOR 1800	2013		
931	THE BARGE	FORD (GEORGE ANN)	166734	MIKE SMITH - SR415			
932	PQI 380 DENSITY GAUGE		YS120116	1971 FORD EGG HARBOR 33' BARGE	1971		TOOLS
933	3" TRASH PUMP	WACKER	20029362; 919149RA	PQI 380 DENSITY GAUGE	2012		TOOLS
934	3" TRASH PUMP	WACKER	24235051	WACKER, PT3A	2015		TOOLS

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935	VIB PLATE MEDIUM	WACKER	30094863	WACKER/WP1550AW	2015		TOOLS
936	VIB PLATE MEDIUM	WACKER	30069593	VIB PLATE MEDIUM 3400# IMPACT	2015		TOOLS
937	STIHL CUT-OFF SAW (9630)	STIHL	17957936	QUICK CUT CUT-OFF SAW	2015		TOOLS
938	STIHL CUT-OFF SAW (5760)	STIHL	179675760	QUICK CUT CUT-OFF SAW	2015		TOOLS
939	PQI DENSITY GAUGE			PQI DENSITY GAUGE			TOOLS
940	FORKLIFT SHOP	mitsubishi					
941	COMPRESSOR 175-195 CFM		F25-50575, FG15				MISC. EQUIPMENT
942	CONCRETE PUMP A-40 HP	REED	HOP033680	ATLASCOPO, XAS185JDHH			MISC. EQUIPMENT
943	FECON FTX128L MULCHER	FECON	U255994A, Engine 2971/24	REED ROCKMASTER PUMP	2016		MISC. EQUIPMENT
944	POLARIS BUGGY 9325	POLARIS	0FTX128162004	FECON FTX128L	2016		MISC. EQUIPMENT
945	JOHN DEERE 6155M TRACTOR	JOHN DEERE	3NSRVA870HG849325	POLARIS BUGGY R17RVA87A1	2017		MISC. EQUIPMENT
946	QC GOLF CART		1L06155MKGH856568	JOHN DEERE 6155M TRACTOR	2017		MISC. EQUIPMENT
947	GUN RANGE GOLF CART		A9748-624728	GOLF CART			
948	JOHN DEERE 8345R TRACTOR	YAMAHA-OLD #9013	JW6-800343	YAMAHA ADV 1	2016		MISC. EQUIPMENT
949	SSH/225 SOIL STABILIZER	JOHN DEERE	1RW8345RCED094253	JOHN DEERE 8345R TRACTOR	2014		MISC. EQUIPMENT
1101	DODGE VAN 7862	FAE	012500225	SSH-225 SOIL STABILIZER	2017		MISC. EQUIPMENT
1102	FORD F250 1096	DODGE	2B4JB25Y32K137862	VAN RONNIE'S CREW	2002		
1103	FORD F250 2880	FORD	1FTSW21P36EA51096	F250 BEN JONES	2006	251RKC	PICK UP TRUCKS
1104	FORD F650 2491	FORD	1FTSW21P26EA32880	F250 CHAD HALL	2006	252RKC	TRUCKS
1105	FORD F250 9474	FORD	3FRNF65VX6V232491	F650 LOWBOY	2006	N0648U	
1106	TACK TRUCK MAXIMIZER III 7409	FORD	1FTSX21P06EC39474	F250 SHOP	2006	253RKC	
1107	FORD F250 9389	LEEBOY MAXIMIZER II	1FVAC2DCG6HV17409	MAXIMIZER III 45237	2006	N9739Q	
1108	FORD F250 8920	FORD	1FTSX21P96EC39389	F250 CHUCK KOKOL	2006	HUAF51	
1109	FORD F550 1631	FORD	1FTSW21P77EA78920	F250 TODD PHILLIPS	2007	G510UW	
1110	FORD F250 4035	FORD	1FDAF56P07EA41631	F550 RALPH CANNONS	2007	HUAF44	
1111	FORD F250 3312	FORD	1FTSW21P27EB34035	F250 TERRANCE KRUITOFF	2007	HUAF42	
1112	FORD F250 9762	FORD	1FTSW21P07EA13312	F250 RONNIE FOUNTAIN	2007	H989RE	
1113	FORD F350 2057	FORD	1FTSW21P97EB49762	F250 JUSTIN SALTERD	2007	HUAF39	
1114	FORD F250 6644	FORD	1FTWW31R08EA82057	F350 TIM PHILLIPS	2008	H726XQ	
1115	FORD F250 7215	FORD	1FTSW21R48EB06644	F250 PAT RICHARDS	2008	I735PR	
1116	FORD F250 1432	FORD	1FTSW21R48EB37215	F250 TOM KRENZ	2008	I366YX	
1117	INTL WATER TRUCK 2565	FORD	1FTSW21R88EA31432	F250 JOSH MCGONGLE	2008	I392YX	
1118	FORD F250 4253	INTERNATIONAL	1HTMMAAN43H592565	FUELWATER	2003	N4060P	TRUCKS
1119	PETERBILT 335 WATER 8054	FORD	1FTSW21R78EA44253	F250 JOHN DUNLAP	2008	J825MT	
1120	FORD F550 0781	PETERBILT	2NPLLD0XX7M688054	WATER	2007	N5049N	HEAVY HIGHWAY
1121	FORD F350 6925	FORD	1FDAF57R88EB40781	F550 BRENT DWYER	2008	HUAF46	
1122	FORD F350 4071	FORD	1FTSW31R68EC16925	F350 ALAN WEST	2008	650ITM	
1123	FORD F250 8277	FORD	1FDWW36R28EA54071	F350 BOBBY BENNITT	2008	HUAF47	
1124	FORD F350 7152	FORD	1FTSW21R18EC68277	F250 BRIAN DAVIDSON	2008	J968UM	
1125	LEEBOY TACK TRUCK 9105	FORD	1FTWW31RG8EC97152	F350 TIM PHILLIPS	2008	761ITN	TRUCKS
		FREIGHTLINER	1FVAC2DC47YHX49105	ROSCO MAXIMIZER III	2007	N5109N	

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1126	DODGE NITRO 2269	DODGE NITRO	1D8GT58K28W142269	NITRO JOE MURRAY	2008	759LCZ	
1127	CADILLAC 0029	CADILLAC ESCALADE	1GYFK46838R260029	LISA PHILLIPS	2008	043BD	
1128	CADILLAC 1350	CADILLAC ESCALADE	1GYFK46888R271350	DEBBIE PHILLIPS	2008	M164NR	
1129	FORD F450 0132	FORD	1FDXW47F1XED50132	F450 NELSON	1999	N4051P	PICK UP TRUCKS
1130	TOYOTA 4801	TOYOTA	5TFDW58139X084801	TUNDRA	2009	I735PR	
1131	FORD F250 9798	FORD	1FTSW21R39EA9798	F250 TODD PHILLIPS	2009	742WQM	
1132	1994 WATER TRUCK - 7988	FORD	1FDXK84EXRVA27988	OFF-ROAD WATER TRUCK	1994	N4074P	TRUCKS
1133	FORD F250 6215	FORD	1FTSW2BR4AEA66215	F250 TIM PHILLIPS	2010	7611TN	
1135	CHEVY SILVERADO 1956	CHEVROLET	1GCSKPEAXAZ111956	SILVERADO TIM BLAILE	2010	DLHX08	
1136	CHEVY SILVERADO 9659	CHEVROLET	1GCSKPEAZ5AZ109659	SILVERADO MIKE SALYERDS	2010	101VJV	
1137	CHEVY SILVERADO 5625	CHEVROLET	1GC1KYC86BF105625	SILVERADO Tim Phillips	2011	7611TN	
1138	FORD PICKUP 2960	FORD	1FTNW21P73EB52960	F250 VINCENT FOSTER	2003	APBG06	
1139	TOYOTA TUNDRA 4X4 8864	TOYOTA	5TFHW5F11BX178864	TUNDRA 4X4 - TODD PHILLIPS	2011	742WQM	
1140	FORD F250 2714	FORD	1FTZW2BT8BEB12714	F250 BILLY KNIGHT	2011	HUAF49	
1141	FORD F250 9848	FORD	1FT7W2BT2CEA59848	F250 - TIM PHILLIPS	2012	7611TN	
1142	FORD F150 5518	FORD	1FTFW1EF2BFC55518	F150 JUSTIN SALYERD	2011	HUAF45	PICK UP TRUCKS
1143	FORD F150 3333	FORD	1FTFW1EF8BFC63333	F150 MIKE CUTLIP	2011	J825MT	
1144	FORD F250 3812	FORD	1FT7W2BT0CEB13812	F250 - Todd Phillips	2012	603PJZ	
1145	FORD F150 0957	FORD	1FTFW1ET4CFB80957	F150 SUPER CLAYTON DONAHOO	2012	J968UM	
1146	FORD F450 7092	FORD	1FDOW4HT4CEB77092	F450 MICHAEL HICKOX	2012	N9770Q	
1147	2013 BMW X6	BMW	5YMGZ0C5XDLL30106	BMW X6 (LISA PHILLIPS)	2013	LISACP	
1148	2013 CADILLAC ESCALADE ESV	CADILLAC	1GYS4KEF0DR101377	ESCALADE ESV (DEBBIE PHILLIPS)	2013	M164NR	
1149	FORD F550 0723	FORD	1FDOW5HT5CEC80723	F550 CREW JASON PALMATIER	2012	N3300S	
1150	2001 FORD F150 CREW 0142	FORD	1FTRW07L81KC60142	F150 SHOP	2001	BTFM28	TRUCKS
1151	INT'L FLAT BED TRUCK 0968	INTERNATIONAL	1HTMPAFM66H350968	FUEL/WATER	2012	N0644U	HEAVY HIGHWAY
1152	FREIGHTLINER 8027	FREIGHTLINER	1FVABTAK84DM68027	2013 F250 - TIM PHILLIPS	2012	N3306S	
1153	FORD F250 6311	FORD	1FTZW2BTXDEA96311	F150 SHAWN SEPANEK	2013	76115N	
1154	2013 FORD F150 4792	FORD	1FTFX1ET8DFB64792	SUBURBAN 1500 KEYS HOUSE	2013	BPSF28	
1155	2011 CHEVY SUBURBAN 1622	CHEVROLET	1GNWKMEG0BR191622	TUNDRA TYLER PHILLIPS	2011	EEYB92	PICK UP TRUCKS
1156	2014 TOYOTA TUNDRA 5073	TOYOTA	5TFDW5F18EX355073	FORD F250 MARK ROGERS	2014	CNPP59	
1157	2014 FORD F250 6617	FORD	1FT7W2BT3EEB36617	F150 TYLER GLAZIER	2014	603PJZ	
1158	2013 FORD F150 7151	FORD	1FTFW1CM2DFD77151	F150 BLAINE SUTTON	2013	CSML55	
1159	2014 FORD F150 4X4 3762	Ford	1FTFW1ET1EKD23762	F150 CARLTON DOBBINS	2014	CYDH20	PICK UP TRUCKS
1160	2014 FORD F150 1977	FORD F150 1977	1FTFW1ET2EKE11977	F250 TIM PHILLIPS	2014	CYDH26	PICK UP TRUCKS
1161	2015 FORD F250 7136	Ford	1FT7W2BT0FEA47136	1500 DALLAS MOORE	2015	7611TN	PICK UP TRUCKS
1162	2014 CHEV 1500 9126	CHEVROLET	1GCRCEPECXZ289126	1500 JOAQUIN LUNA	2014	100VJV	PICK UP TRUCKS
1163	2014 CHEV 1500 7054	CHEVROLET	1GCRCEPECXZ317054	1500 DAVID GUNTHER	2014	861WQL	PICK UP TRUCKS
1164	2014 CHEV 1500 7419	CHEVROLET	1GCRCEPEC4EZ287419	FORD PICK MICHELLE WARE	2014	GNQJ27	PICK UP TRUCKS
1165	2006 FORD P/U 1509	FORD	1FTSX21P26EA81509	F150 4X4 RONNIE FOUNTAIN	2006	CVPU94	PICK UP TRUCKS
1166	2014 FORD F150 3286	FORD	1FTFW1EF8EFC63286		2014	DAWN45	

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1167	INTL 7300 TACK TRUCK 6001	INTERNATIONAL	3HAWAAAN0FL666001	INTERNATIONAL TACK	2014	N0655U	TRUCKS
1168	2014 CHEVY SILVERADO 150	CHEVROLET	1GCRCEC3EZ415925	SILVERADO 150 TRAVIS	2014	CYJP47	
1169	2014 CHEVY SILVERADO 150	CHEVROLET	1GCRCEC9EZ415976	SILVERADO 150 DARRELL SCOGG	2014	CYJP48	
1170	2014 FORD F150 7833	FORD	1FTFW1ET2EKF87833	F150 SUPER JOHN DUNLAP	2014	DHSU19	PICK UP TRUCKS
1171	2008 FORD F150 4WD 7096	FORD	1FTPX14518FA87096	F150 STEVE WILPER	2008	153QVL	PICK UP TRUCKS
1172	2015 FORD F250 SUPER 1465	FORD	1FTFW2BT5FEA31465	F250 SUPER DUTY ALAN WEST	2015	DMDA52	PICK UP TRUCKS
1173	2015 Land Rover Range Rover Sp	Land Rover	SALWR2TF6FA514605	2015 Land Rover Range Rover	2015		
1174	2006 FORD ECONOLINE 2584	FORD	1FTNE24L56HA42584	ECONOLINE VAN - TRI T	2006	DRTL17	PICK UP TRUCKS
1175	2006 FORD ECONOLINE WAGON E350	FORD	1FBNE31L26HA87870	ECONOLINE PAVING VAN	2006	D012PN	PICK UP TRUCKS
1176	2012 FORD F150 FX4 (9071)	FORD	1FTFWIEF7CKE39071	F1250 4X4 CR XLT	2012		
1177	CAT CT660S DUMP TRUCK 7095	CATERPILLAR	3HTJGKT1FN507095	TEI/CAT 660S, S/N M141205149714AL	2015	N0579U	HEAVY HIGHWAY
1178	CAT CT660S DUMP TRUCK 7098	CATERPILLAR	3HTJGKT77FN507098	TEI/CAT CT660S, S/N M141305149722A	2015	N1848W	HEAVY HIGHWAY
1179	2015 MASERATI QUATTROPOR	MASERATI	ZAM56RRA5F1154125	MASERATI DEBBIE PHILLIPS	2015	M164NR	PICK UP TRUCKS
1180	2008 FORD F150 0820	FORD	1FTRX12W38FB50820	F150 MIKE ARNOLD	2008	ELBZ50	PICK UP TRUCKS
1181	2015 FORD F150 7661	FORD	1FTEW1CP4FFC47661	F150 JOE MURRAY	2015	759LCZ	PICK UP TRUCKS
1182	2016 FORD F150 9184	FORD	1FTEW1EF7FFC79184	FORD F150 TODD PHILLIPS	2015	ENWV15	PICK UP TRUCKS
1183	2016 FORD F350 4294	FORD	1FT8W3BT5GEB44294	FORD, F350 TIM PHILLIPS	2016	EVBNS8	PICK UP TRUCKS
1184	KENWORTH DUMP TRUCK (6093)	KENWORTH	1NKZXPEX2GJ116093	KENWORTH T880	2016	N0423W	HEAVY HIGHWAY
1185	2003 FORD 0287	FORD	1FTRX18L33NA20287	FORD PICK UP MIKE MURPHY	2003	GDGP28	PICK UP TRUCKS
1186	2012 FORD F550 8991	FORD	1FDUF5HT3CEA58991	FORD F550 DALTON LANICH	2012	761ITN	PICK UP TRUCKS
1187	KENWORTH DUMP TRUCK	KENWORTH	1NKZXPEX7HJ144750	KENWORTH T880	2017	N9155X	HEAVY HIGHWAY
1188	2016 FORD F150 5076	FORD	1FTEW1EF6GFB35076	FORD F-150 LEX PHILLIPS	2016	GSRI31	PICK UP TRUCKS
1189	2016 CHEV SILV 250 3405	CHEVROLET	1GC2CUEG1GZ233405	SILVERADO 250 BRIAN COLLINS	2016	DLHX11	PICK UP TRUCKS
1190	2016 CHEV SILV 250 (1414)	CHEVROLET	1GC2CUEG4GZ251414	SILVERADO 250 CHAD HALL	2016	HUAF48	PICK UP TRUCKS
1191	2016 FORD F150 CREW (9708)	FORD	1FTEW1CP0GKD99798	FORD F150 SHAWN HEANEY	2016	252RKC	PICK UP TRUCKS
1192	2016 FORD F150 SUPER (7783)	FORD	1FTEX1CP7GFB37783	FORD F150 MURRAY SAVARY	2016	103VJV	PICK UP TRUCKS
1193	KENWORTH W900 (6603)	KENWORTH	1XKWP4TX7HJ156603	KW LOWBOY	2017	GXQK90	HEAVY HIGHWAY
1194	2016 FORD F450 (5515)	FORD	1FD0W4HT7GEC95515	FORD F450 RANCH	2016	EPUN02	PICK UP TRUCKS
1195	2008 FORD F350 (5623)	FORD	1FTWW33R98EB45623	FORD F350 AARON WEAVER (RAN	2008	GTXC50	PICK UP TRUCKS
1196	2016 FORD F150 (1515)	FORD	1FTEW1EF0GKE91515	FORD F150 SCOTT SHERIDAN	2016	HEDR02	PICK UP TRUCKS
1197	1999 FORD F250 4X4 (6266)	FORD	1FTNX21FXXEB96266	FORD F250 4X4 RANCH TRUCK	1999	HGJV15	PICK UP TRUCKS
1198	2001 TOYOTA TACOMA	TOYOTA	5TEHN72N1Z762003	TOYOTA TACOMA - RANCH	2001	Y10JPQ	PICK UP TRUCKS
1199	2017 FORD F150 7595	FORD	1FTEW1EF5HFA67595	FORD F150 - TODD PHILLIPS	2017	HSFD56	PICK UP TRUCKS
1200	2017 FORD F350 0005	FORD	1FT8W3BT6HEB60005	FORD F350 - TIM PHILLIPS	2017	EVBNS8	PICK UP TRUCKS
1201	2016 FORD F150 4X4 (6635)	FORD	1FTEW1EG7GKF76635	F150 4X4 - PAT RICHARDS	2016	HSFD64	PICK UP TRUCKS
1202	2017 CHEVY SILVERADO (2289)	CHEVROLET	1GRCRCNECXHZ222289	SILVERADO - DALLAS MOORE	2017	100VJV	PICK UP TRUCKS
1203	2017 FORD F-150 (4532)	FORD	1FTEW1E9HFA64532	F-150 LARIAT 4X4 DAVIDSON	2017	IGZN34	PICK UP TRUCKS
1204	2017 FORD F-250 (5139)	FORD	1FT7X2A6XHEH05139	FORD F-250 4X2 JESUS LIERA	2017	1GAX68	PICK UP TRUCKS
1205	2017 FORD F-150 (0944)	FORD	1FTEX1CP1HFA60944	FORD F-150 4X2 VINNY FOSTER	2017		
1206	2017 CHEVY SILVERADO (9928)	CHEVROLET	1GRCRCNEC0HZ339928	SILVERADO 1500 DERRICK CLARK	2017		

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1207	2017 CHEVY SILVERADO (1933)	CHEVROLET	1G2C2UEG9HZ171933	SILVERDO 2500 CHUCK KOKOL	2017		PICK UP TRUCKS
1208	2017 FORD F150 (6282)	FORD	1FTEW1CF1HFB06282	FORD F150 - GREG SCHLAFFER	2017	IGAX92	
9001	TRIPOD RESCUE KIT	DBI	33710X	DBI, 8300030	2015		
9002	RAMMER, WEBER	WEBER	5102979	RAMMER, SRV 620 4 CYL 2 SPEED	2016		TOOLS
9003	RAMMER, WEBER	WEBER	5102964	RAMMER, SRV 620 4 CYL 2 SPEED	2016		TOOLS
9004	STIHL 420 CUT QUIK SAW	STIHL	STI TS 420	STI TS 420			TOOLS
9005	BREAKER, 60LB.		420422	BREAKER, 60LB. AIR, FS-60LB			TOOLS
9006	WELDER-SHOP TOOL		8049791245	WKDR TUG STBCRWV 100 AMP	2016		TOOLS
9007	DEWALT HD JACK HAMMER	DEWALT		D25901K			TOOLS
9008	GOLF CART-NOW #946		A9748-624728	GOLF CART			TOOLS
9009	TOPCON SIGHT LEVEL	TOPCON		TOPCON AT-G1			TOOLS
9010	VIB PLATE WACKER	WACKER		VIB PLATE MEDIUM 3000-5000#	2016		TOOLS
9011	PRESSURE WASHER	HONDA	30118477	HONDA 6X390			TOOLS
9012	STIHL CUTQUIK CUT OFF SAW	STIHL	BCBCT-2009626	CUT QUIK CUT OFF SAW 66.7CC	2016		TOOLS
9013	GOLF CART-NEW #947	YAMAHA	181893975	YAMAHA ADV 1	2016		TOOLS
9014	GAS COMPRESSOR	HONDA	JW6-800343	HONDA WEBER MT CR3 GAS	2016		TOOLS
9015	PQI 380 DENSITY GAUGE		6106882	PQI 380 DENSITY GAGUE			TOOLS
9016	PQI DENSITY GAUGE		20029362; 919149RA	PQI DENSITY GAGUE			TOOLS
633-R	NORTRAX RENTAL			ASPHALT ROLLER	2012		
82*	CAT CT660 ON ROAD 2679	CATERPILLAR	3HTJGKT9EN032679	CT660 TRK S/N TGA00294	2014	N6472U	HEAVY HIGHWAY
84*	CAT CT660 ON ROAD 2680	CATERPILLAR	3HTJGKT5EN032680	CT660 TRK SN TGA00295	2014	N6473U	HEAVY HIGHWAY
T1	FONTAINE	FONTAINE	4LF4R473XS3503797	FONTAINE 50 TON	1995	FA107E	
T10	CORE RIG (1035)	CORE RIG	27505010080961035	UTILITY TRAILER		N588YQ	
T11	CARGO TRAILER	PACE	4FPFB1014SGO10408	PACE CARGO TRAILER	1995	D17FLZ	
T12	CAR MATE PAVING TRAILER (2574)	CAR MATE	4PKC510S4VL002574	CM 510C-D	1997	409USA	
T13	TALBERT TRAILER (1239)	TALBERT	40FSK704521021239	TALBERT DETACH 50 TON	2002	GNQJ28	FDOT INSPECTION
T14	HAULMARK (6834)	HAULMARK	4XSCB10132G036834	CARGO TRAILER	2002	E523RJ	
T15	IRON DOG 20' ROLLER (2730)	FOXWORTH	E5FEHS202XYC002730	IRON DOG ROLLER TRAILER	2000	E521RJ	
T16	BORCO TRAILER (3018)	BORCO	1B9DS31262P313018	BORCO TRAILER	2002	C5106Q	
T17	CONE UTILITY TRAILER (2988)	DRAGGIN	70036416010033005	DRAGGIN UTILITY TRAILER	2003	664LCX	
T18	WARREN 28' STEEL (2848)	WARREN	WRDT28-48	28' STEEL BODY (PERMANENT) TA	2004	6888CN	FDOT INSPECTION
T19	TALBERT 55 TON TRAILER (4277)	TALBERT MANUFACTU	40FW0533251024277	T3DW-55-HRG-1-TA-RP	2005	EEYB93	FDOT INSPECTION
T2	TRAIL BOSS RAMP LOWBOY (0227)	TRAIL BOSS	4SODK533511000227	TRAIL BOSS 50 TON RAMP (PERM)	2001	9549CG	FDOT INSPECTION
T20	ALL PRO IMPERIAL (3851)	IMPERIAL TRAILER	1Z9PH25225J213851	MODEL 1Z 25KG25HDOAK	2005	862WQL	
T21	ALL-PRO IMPERIAL (3075)	IMPERIAL	1Z9P825265J213075	MODEL 1Z 25KG25HDOAK	2005	EEYB94	
T22	HORTON TRAILER 7 X 14 (7505)	HORTON	5E2B1142351017505	7 X 14 F	2005	AUHY03	
T23	HOSS TRAILER 18' (3326)	HOSS TRAILERS	5E2B2182151023326	BP18HOSS7T	2005	BMAS99	
T24	HOSS CONE TRAILER (5976)	HOSS TRAILER	4Y3UC12275s015976	UTILITY TRAILER	2005	EEYB91	
T25	HORTON PAVER TRAILER (7888)	HORTON	5E2G2362061027888	HORTON BP36TDES	2006	GNQJ26	
T26	HORTON PAVER TRAILER (7528)	HORTON	5E2B2362061027528	HORTON	2006	GNQJ29	

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T27	MILLER TRAILER 6 X 8 (4519)	MILLER	5K1BU110031004519	MILLER BUILT	2004	162VJX	
T28	CONE TRAILER (1895)	CARRY-ON TRAILER	4YMUL14238G001895	6X14GWH52BRK	2007	1KAV10	
T29	EQUIPMENT TRAILER (5748)	DOWN TO EARTH	5MYEE20258B025748	DOWN TO EARTH	2008	241JRZ	
T3	BORCO DUMP	BORCO	1ZHUS162XV5038678	BORCO DUMP	98	G88EGM	
T30	SOUTHERN DUMP TRAILER (3398)	SOUTHERN SALES	4YZDT122581013398	EASY DUMP	2008	BHDK22	
T31	HORTON HAULER (8641)	HORTON	5E2GG2362491038641	HORTON HAULER	2009	367VJW	
T32	EMERSON TRAILER (2188)	SOUTHEASTERN TRAI	1E9VL12276L252188	EMERSON 8885	2006	366WQM	TRAILERS
T33	7X20HDEQDTR TRAILER (0707)		4YMUE2023CG050707	HEAVY DUTY CARGO TRAILER	2012	BGIL36	
T34	2001 HOME MADE TRAILER (TODD)	HOME MADE			2001	DUJN20	
T35	BIG TEX CONE TRAILER	BIG TEX	16VUX1429E3052672	BIG TEX UTILITY TRAILER	2014	CUPC94	TRAILERS
T36	BIG TEX CORE TRAILER (3357)	BIG TEX	16VAX1417F3063357	BIG T	2015	DUJN20	TRAILERS
T37	2015 BIG TEX TRAILER (4894)	BIG TEX TRAILERS	16VAX1212F3084894	BIG TEX TRAILER	2015	DRTL36	TRAILERS
T38	BIG TEX MOT TRAILER (7898)	BIG TEX	16VUX1425F3097898	BIG TEX 70TV-14BK	2015	DUKB72	TRAILERS
T39	TRAILER U DUMP DUAL AXLE	U-DUMP	43ZDL23B380002864	U DUMP 6X12 TRAILER WITH SIDE	2008	EEYB60	TRAILERS
T4	EASTERN DUMP TRAILER (6912)	EAST	DS026912	EAST DEMO TRAILER (PERMANENT)	1976	C4792H	FDOT INSPECTION
T40	FEED JET	SEED VAC	20-20298	SV20 FEED JET	2015		TRAILERS
T41	CONTINENTAL CARGO	FOREST RIVER	5NHUNS218FU110864	CONTINENTAL CARGO	2016	ELBP04	TRAILERS
T42	T42 CONT CARGO TRAILER	CONTINENTAL CARGC	5NHUNS218GU110931	CONTINENTAL CARGO, GANS612S	2015	ESRQ87	TRAILERS
T43	1995 FRUEHAUF TRAILER	FRUEHAUF	1H2P04825SW081208	FRUEHAUF PBA1F2S48	1995		TRAILERS
T44	Big Tex Trailer	BIG TEX	16VUX1211F3016975	BIG TEX, 35SV-12BK	2015	BSD0660	TRAILERS
T45	2016 GOOSENECK TRAILER	GOOSENECK	16GA52423GB071278	GOOSENECK TRAILER	2016	EKPG35	TRAILERS
T46	6812H ALUMA '16 UTILITY TRLR	ALUMA	1YGUS1218GB138893	6812H UTILITY TRAILER	2016	GTXK57	TRAILERS
T47	CONTINENTAL CARGO TRLR	CONTINENTAL CARGC	5NHUNS21XGU110865	MODEL GANS612SA	2016		TRAILERS
T48	BIG TEX 12' TANDEM AXLE	BIG TEX	16VNX1221G3075549	BIG TEX 12' TANDEM AXLE	2016		TRAILERS
T49	2017 TALBERT 60T. LOWBOY	TALBERT	40FSK5337H1035918	2017 TALBERT 60T LOWBOY	2017		TRAILERS
T5	ALUMINUM DUMP TRAILER (8924)	TRAIL CO	14036	TRAIL CO DUMP TRL (PERMANENT)	1977	C4836H	FDOT INSPECTION
T50	6812 ALUMA '18 UTILITY TRLR	ALUMA	1YGUS1210JB161429	ALUMA, 6812H	2018		TRAILERS
T6	A/C TRAILER ETYRNE (7147)	ETYRNE	1E9T44200RE007147	AC TANKER (PERMANENT)	1994	C3325Q	FDOT INSPECTION
T7	GREAT DANE	GREAT DANE	1GRDM9021LK068001	GREAT DANE 40' FLATBED	1990		
T8	MOT BARRICADE TRAILER (8678)	M.O.T. TRAILER	1ZHUS162XV5038678	BARRICADE TRAILER	1998	G059AA	
T9	WELDER TRAILER (SHOP)	HOMEMADE	7274	HOMEMADE	1994	NONE	

P & S PAVING, INC. • 3701 OLSON DRIVE • DAYTONA BEACH, FL 32124

TIMOTHY W. PHILLIPS

OBJECTIVE

CONTINUE OPERATING A SUCCESSFUL PAVING OPERATION
IN ORDER FOR OUR EMPLOYEES AND COMMUNITY TO
REALIZE THE BENEFITS

EDUCATION

1989 University of Central Florida Orlando, FL
Bachelor of Science, Business Administration

1983 Mainland High School Daytona Beach, FL

PROFESSIONAL EXPERIENCE

1993 - Present P & S PAVING, INC. Daytona Beach, FL
President

- Responsible for all daily activities associated with a paving company

1989 - 1993 SUNTRUST BANK Daytona Beach, FL
Corporate Loan Officer

- Managing Loan Portfolio in excess of \$15 million. Financial Statement analysis.

REFERENCES

Lex Phillips, 3701 Olson Drive, Suite B, Daytona Beach, FL

Mike Thomas, 100 East New York Avenue, Deland, FL 32724

SPECIAL PROJECTS

Relevant Project experience includes:

I-95 Mill & Resurface FDOT District Five #408411-1-52-01

Perform all duties related to successfully managing a mill and resurface project. The project consisted of milling and resurfacing of approximately 13.5 miles. This QC2000 project was completed ahead of schedule.

US 1 Mill & Resurface FDOT District Five #40168-1-52-01

Successfully managed 5.3 miles of the northbound lane of US-1. This 65 day project was completed ahead of schedule.

SR 400 (Beville Road) FDOT District Five #494124-1-52-01

Work consisted of milling and resurfacing from I-95 to SR-5 (US-1). At various locations, turn lane and road widening were constructed to improve traffic flow. The FDOT Engineer for the project gave P & S Paving a grade of 104% for our performance rating. Mr. Phillips has handled management duties since the projects inception

SR 442 Edgewater FDOT District Five #240811-1-52-01

P & S Paving has completed approximately 80% of this \$12.5mm contract which consists of complete reconstruction of the existing two-lane road into a new four lane road. All related utilities, signals and signs were also included. This project is ahead of schedule and was given a 98% performance review.

SR 46 (Brevard) FDOT District Five #23711-1-52-01

Work consists of mill and resurfacing of approximately 5 miles and widening each lane seven feet.

SR 15A Deland FDOT District Five #240855-1-52-01

Work consists of the complete reconstruction of the old two lanes with the two additional lanes being added for 2 miles. The completion date was five months ahead of schedule.

WILLIAM TODD PHILLIPS

OBJECTIVE

SUCCESSFULLY MANAGE ALL FIELD OPERATIONS

EDUCATION

1989 University of North Florida Jacksonville, FL
Bachelor of Science, Building Construction
▪ Successfully completed General Contractors Exam

1983 Mainland High School Daytona Beach, FL

PROFESSIONAL EXPERIENCE

1993 – Present P & S PAVING, INC. Daytona Beach, FL
Vice President
▪ In charge of all field operations. Provides direction to Project Management and Project Supervisors. Responsible for the day to day management of the projects

1989 – 1993 MARTIN PAVING COMPANY South Daytona, FL
Project Manager / Estimator
▪ Estimated and supervised road projects in excess of \$10 million

REFERENCES

Lex Phillips, 3701 Olson Drive, Suite B, Daytona Beach, FL 32124

Mike Thomas, 100 East New York Avenue, DeLand, FL 32724

SPECIAL PROJECTS

12.6 Million SR 442 Reconstruction

This project consists of five miles of complete roadway reconstruction along this active corridor. The two lane road was replaced with a new four lane road for the length of the project.

4.6 Million SR 46 Widening & Resurfacing

This project consists of 5.5 miles of asphalt base course widening, cross-slope corrections and 20,000 tons of superpave structural course and 11,000 tons of friction course.

2.5 Million SR 415 Mill & Resurface

This project consists of 4.7 miles of mill and new super pave structural course with FC-6 friction course.

Relevant Project experience includes:

SR 9 (I-95) Mill & Resurface 2003

SR 5 (US-1) Mill & Resurface 2003

SR 15-A Reconstruction 2003

SR 400 Mill & Resurface 2002

SR 5 (US-1) Mill & Resurface 2002

District Five Push Button 2001, 2002, 2003

Volusia, Flagler Mill & Resurface 2001, 2002, 2003

Brian W. Davidson

Role

Project Manager, CQC

Firm

P & S Paving, Inc.

Years of Experience

14

Education

B. S., Economics, 1992

Florida State University

Certifications

QC Manager

Asphalt Paving Technician Level I and II

Worksite Traffic Supervisor

Stormwater Inspector

Professional Experience

Brian W. Davidson, Sr. Project Manager has worked for the past 14 years in the heavy highway construction industries. Brian has successfully worked on a wide variety of projects ranging from residential lot clearing to \$20 million dollar FDOT widening project. Brian has experience in both public and private sector heavy highway work.

Relevant project experience includes:

US-92 Widening (Volusia Co.) – Widening of US-92 from I-95 to Clyde Morris Blvd.

SR-5A Nova Road (Volusia Co.) – Widening of Nova Road from Herbert Street to SR-400. Included the construction of sheet pile retaining wall system and the construction of a bifurcated road on both sides of a primary drainage canal that leads to the intercostal waterway.

US-17 Crescent City – (Putnam Co.) - Mill and resurface of existing pavement, new turn lane construction and new signalization.

SR-472 (Volusia Co.) – Major interchange improvements. Work consisted of reconstruction and addition to the existing ramps, and new bridge section over I-4.

US-17 East Palatka (Putnam Co.) - Mill and resurface of existing pavement and the construction of turn lanes.

I-295 from I-10 to Trout River (Duval Co.) - Approximately 10 miles of milling and resurfacing, addition of turn lanes on four ramps, and the installation of truss signs that spanned I-295 travel lanes.

SR-19 Milling and Resurfacing (Putnam Co.) - Storm Drainage, shoulder widening and milling and resurfacing of approximately 12 miles of SR-19 in Putnam Co. This project was one of the first QC 2000 pilot projects in District 2. DOT administration was handled by Palatka Construction.

SR-100 Milling and Resurfacing (Putnam Co.) – Work included the reconstruction of approximately 2 miles of median, storm drainage, milling and resurfacing.

SR-A1A Milling and Resurfacing (St. Johns Co.) – Work consisted of the construction of approximately 5 miles of sidewalk, 100 plus residential driveway aprons, 9 miles of milling and resurfacing. Special conditions on this project consisted of environmentally sensitive waters on the southern 2 miles. Work was completed in a manner that resulted in no deficiencies in the FDOT environmental category of the CPPR ratings.

SR-13 (St. Johns Co.) - Approximately 13 miles of milling and resurfacing, installation of a box culvert that required a total road closure for 30 days, addition of turn lanes and the installation of mast arm signalization.

Other Project Experience:

- ◆ St. John's Annual resurfacing contract 2003 & 2004
- ◆ Publix shopping center at Halifax Plantation
- ◆ Publix shopping center at Ormond beach
- ◆ Lowe's store Debary
- ◆ Wal-Mart Super center Ormond Beach
- ◆ Putnam Co. airport business park
- ◆ Home Depot Debary

17 East Bayshore Drive
Daytona Beach, FL 32127
Phone (386)761-2694

Diana West

Education: 1983 - Arkansas Technical Institute, Ozark, AR

Basic Computer Programming

1975 - Ozark High School, Ozark, Arkansas

Awards Received: Outstanding Student in English & Literature

Outstanding Student in Business and Office Education

Work Experience:

2002 – Present P & S Paving, Inc. Daytona Beach, FL

Accounting Manager

Responsible for and Supervise Accounts Payable, Accounts Receivable, Billings, Collections, Payroll and General Ledger

1998 - 2002 Ranger Construction Daytona Beach, FL

Division Administrator / Office Manager

Supervised Accounts Payable & Payroll. Responsible for Contract Billings, Subcontractors Payments and Collections.

1990-1998 Martin Paving Company Daytona Beach, FL

Sr. Contract Administrator / Office Manager

Executed Contracts and Prepared Subcontracts. Managed Accounts Payable and Payroll. Responsible for Accounts Receivable and Collections.

1975 – 1990 Cargill, Inc. Ozark, AR

Accounting

Assisted Division Manager with all accounting functions. Prepared Budgets, Accruals and Subcontractors Payments. Responsible for Department General Ledger and Financial Statements.

References: Todd Phillips 3701 Olson Drive, Daytona Beach, FL 32124
Tim Phillips, 3701 Olson Drive, Daytona Beach, FL 32124

John Dunlap**Role**

Area Manager

Firm

P & S Paving, Inc.

Education

Upper Darby High School

Delaware County Vocational Technical

Professional Experience

John Dunlap has been in the construction industry since the 1977. His experience ranges from carpenter to owner operator of JD construction. His real world experience and knowledge is beyond reproach. He has been an indispensable member of the P & S Paving organization since 2000.

Relevant project experience:

SR15/600 Widening Deland (Volusia Co.) – Widening of SR15 from SR472 to north of 15A. P & S Paving was awarded an FTBA award under the urban category for this project.

SR15A Widening Deland (Volusia Co.)– Widening from two lanes to four lanes from US92 to SR15.

SR15A Widening Deland (Volusia Co.)– Widening from two lanes to five lanes from 17/92 to Plymouth Ave.

SR15A Widening Deland (Volusia Co.)– Widening from two lanes to five lanes from Plymouth to Greens Dairy Road.

Daytona Auto Mall – total site construction

US17-92 Resurface (Volusia Co.) from Plymouth to Deleon Springs.

SR A1A Milling and Resurface (Volusia Co.) from Riverview Blvd to SR-40

SR-11 Milling and Resurface & Bridge Replacement (Flagler Co.)



City of Port Orange

Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Tracey Riehm, Finance Director
James Tillman, Purchasing Manager
James Buttrum, Interim Assistant Director, Public Works Department
Alyssa Parnell, Business Manager, Public Works Department

FROM: Lynn Stevens, Public Utilities Director

DATE: October 11, 2017

SUBJECT: Award Bid No. 17-33 Cambridge Canal Phase 3 Armoring Improvements

REQUEST:

The Public Works Department is requesting City Council approval to award Bid No. 17-33, Cambridge Canal Phase 3 Armoring Improvements, to low bid vendor P&S Paving Inc.

PURPOSE:

The purpose of this request is to award Bid No. 17-33, Cambridge Canal Phase 3 Armoring Improvements, to low bid vendor P&S Paving Inc.

CONSIDERATION:

On September 22, 2017, the city received two (2) bids for the above referenced project. P&S Paving, Inc. submitted a low bid in the amount of \$368,725.00 and the second bidder was Estep Construction, Inc. with a bid amount of \$588,260.11.

P&S Paving had one minor arithmetic error where the extension of the unit price for item 3 was off by \$800.00. With correction, the total bid amount is \$367,925.00.

P&S Paving constructed the previous two phases of this project which involved the upgrade of the storm water conveyance and treatment system in the Cambridge basin including the installation of a major storm water pump station. Hardening the banks reduces damage to the canal due to the increase in water velocity. This final phase includes the hardening of approximately 750 LF the north side canal bank, east of Trailwood Drive, to the retention pond.

Recommendation is to waive the minor bid irregularity (arithmetic error) and award contract to P&S Paving, Inc.

FUNDING:

Account #412-1800-541-6397, Project #DIP056
Note - DEP Grant

RECOMMENDATION:

Recommendation is to waive minor bid irregularity and award Bid No. 17-33, Cambridge Canal Phase 3 Armoring Improvements, to low bid vendor P&S Paving Inc. for a cost of \$367,925.00.

ANTICIPATED SCHEDULE:

- a.) Entry to Boardsync – 10/11/17
- b.) Council Meeting – 11/7/17

ATTACHMENTS:

Bid Tabulation
QLH Bid Award Recommendation Letter



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

September 22, 2017

Lynn Stevens
Interim Public Works Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: lstevens@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS
BID NO. 17-33
AWARD RECOMMENDATION**

Dear Ms. Stevens,

The City received two (2) bids on the above referenced project on September 22, 2017. P & S Paving, Inc., of Daytona Beach, submitted a low bid in the amount of \$368,725.00. The second bidder was Estep Construction, Inc. of Tavares, Florida, who submitted a bid amount of \$588,260.11.

P & S Paving had one minor arithmetic error where the extension of the unit price for item 3 was off by \$800. This correction to their bid is shown on the attached bid tabulation which resulted in the total bid being \$367,925.00.

We have had very good experience with P & S Paving. They constructed the previous two phases on this project and performed admirably. Based on their previous experience, we believe P & S Paving, Inc. will likely perform as well or better.

If the City agrees to allow the minor bid irregularity, we recommend the City award this project to P&S Paving, Inc. for the amount of \$367,925.00.

Thank you for this opportunity to continue to be of service. Please contact our office if you have additional questions.

Respectfully,

Andrew M. Giannini, P.E.
Senior Project Manager

AMG:bf
Enclosure: Bid Tabulation

P.O. Box 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.qlha.com

CITY OF PORT ORANGE
CAMBRIDGE CANAL PHASE 3 BANK ARMORING IMPROVEMENTS
ITB 17-33
BID TABULATION

				P&S Paving Daytona Beach, FL		Estep Construction Inc. Tavares, FL	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
A. PRELIMINARY ITEMS							
1	Mobilization and Soil Erosion Control	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
2	Pre-Construction Video	1	LS	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
3	Clearing, Grubbing, Excavation, Grading and Embankment	1	LS	\$ 125,000.00	\$ 125,000.00	\$ 75,325.92	\$ 75,325.92
B. CANAL BANK ARMORING ITEMS							
1	Retaining Wall Construction						
	a) Wall Foundation incl. compaction and rock leveling pad	650	LF	\$ 46.00	\$ 29,900.00	\$ 298.59	\$ 194,083.50
	b) Standard Block (face area)	1950	SF	\$ 50.00	\$ 97,500.00	\$ 83.75	\$ 163,312.50
	c) Top Block (face area)	975	SF	\$ 48.00	\$ 46,800.00	\$ 68.48	\$ 66,768.00
2	Yard Drain Assembly	1	EA	\$ 3,100.00	\$ 3,100.00	\$ 1,171.34	\$ 1,171.34
3	Construct Drainage Pipe						
	a) 12" HDPE	20	LF	\$ 80.00	\$ 1,600.00	\$ 140.96	\$ 2,819.20
4	Utility Adjustment Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
5	Furnish and Install Sod						
	a) Bahia	3000	SY	\$ 3.00	\$ 9,000.00	\$ 3.00	\$ 9,000.00
C. MISCELLANEOUS							
1	Layout/As-built Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 9,600.00	\$ 9,600.00
2	Unsuitable Material Excavation/Replacement	20	CY	\$ 50.00	\$ 1,000.00	\$ 69.41	\$ 1,388.20
3	Rock riprap bank protection	25	SY	\$ 195.00	\$ 4,875.00	\$ 148.52	\$ 3,713.00
4	Bulk Concrete	10	CY	\$ 215.00	\$ 2,150.00	\$ 308.21	\$ 3,082.10
5	Field Locate and Expose Existing Utilities	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,616.35	\$ 1,616.35
6	Compliance with Trench Safety Act	1	LS	\$ 500.00	\$ 500.00	\$ 780.00	\$ 780.00
				TOTAL BASE BID	\$ 367,925.00	TOTAL BASE BID	\$ 588,260.11

Notes:
(1) P&S entered \$2,400 in "Extended Cost" column; total corrected to \$1,600 by utilizing unit cost.

**CITY OF PORT ORANGE, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

- | | |
|---------------------------------------|---|
| <u>X</u> General Liability | Minimum Limits Required |
| <u>X</u> Commercial General Liability | \$ <u>1,000,000</u> General Aggregate |
| <u>X</u> Occurrence Form | \$ <u>1,000,000</u> Product/Completed Operations Agg. |
| _____ | \$ <u>1,000,000</u> Personal & Advertising Injury |
| _____ | \$ <u>1,000,000</u> Each Occurrence |
| _____ | \$ <u>100,000</u> Fire Damage |
-
- | | |
|--------------------------------------|--|
| <u>X</u> Automobile Liability | |
| Owned, Hired & Non-Owned | \$ <u>1,000,000</u> Combined Single Limit per Occurrence |
-
- | | |
|--|---|
| <u>X</u> Worker's Compensation and Employer's Liability | Statutory |
| | \$ <u>100,000</u> Each Accident |
| | \$ <u>500,000</u> Disease - Policy Limit |
| | \$ <u>100,000</u> Disease - Each Employee |
-
- _____ **Professional Liability - Errors & Omissions** (*To be completed by Bidder)
- * Deductible: \$ _____ Aggregate
- * Claims Made (Y/N): _____ Each Claim
- * Occurrence (Y/N): _____
- * Defense included in Limits (Y/N): _____
-
- | | |
|--|--|
| <u>X</u> Builder's Risk/Installation Floater (*To be completed by Bidder) | |
| * Flood included \$ _____ Limit | \$ _____ 100% of Completed or Installed Value, All-Risk Form |
| * Transportation included \$ _____ Limit | |
| * Storage included \$ _____ Limit | |
| City must be a named insured. Copy of policy will be required. | |
-
- _____ **Other**
- _____ \$ _____
- _____ \$ _____
-
- X The Certificate of Insurance must show "The City of PORT ORANGE, elected officials and employees" and the adjacent property owners as an additional insured.
- X Certificates must give to the City of PORT ORANGE 30 days' prior written notice of cancellation, non-renewal, or adverse change.
- X Certificates must identify bid number and bid title.
- X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:

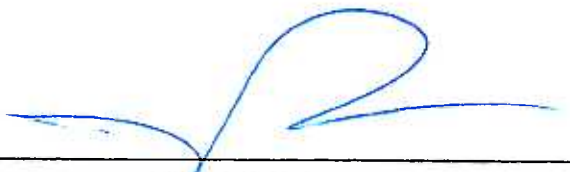
We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

SECTION 00620
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Tim Phillips, certify that I am the president and secretary of the corporation named as Principal in the within Bid Bond; that Todd Phillips 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.


A horizontal line is drawn across the page, and the handwritten signature is written over it.

AFFIX CORPORATE SEAL

END OF SECTION



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: No

SUBJECT: (B7d) Approval of Change Order No. 1 to Task Authorization No. 4 with DJ Design

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 4 with DJ Design.

SUMMARY: Additional time has been requested by the design professional, DJ Design. Attached is Change Order No. 1 extending the time for completion of the design to November 1, 2017. This is late due to Hurricane Irma work and the staff missing the deadline.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Change Order No 1 to Task Authorization No 4	SKM_C754e17103111070.pdf
2.	DJ email	DJ request for time.docx
3.	NTP	DJ Design Lakeside NTP.pdf

Susan Lovallo
Susan Lovallo
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 10/18/2017
Approved - 10/18/2017
Approved - 10/27/2017
Approved - 10/27/2017
Final Approval - 10/30/2017

CHANGE ORDER NO. 1
To Task Authorization No. 4 dated June 8, 2017
For Master Contract for Architectural Services dated January 24, 2017
Between the City of Port Orange, Florida and DJ Design Services, Inc.

THIS Change Order No. 1 to Task Authorization No. 4 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 **DJ DESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117 ("Contractor"), and hereinafter collectively referred to as the "Parties."

WHEREAS, on January 24, 2017, the Parties entered into a Master Contract for Architectural Services, commencing on January 24, 2017 and continuing for a period of three (3) years, and upon mutual agreement of the Parties, the Contract may be renewed for two (2) additional one-year terms; and

WHEREAS, on June 8, 2017, the Parties entered into Task Authorization No. 4 for Architectural Design and Planning Services relating to Lakeside Pavilion HVAC Remediation, to be substantially completed by the Contractor within 90 days for design, and within 90 days for construction services commencing at the issuance of a written Notice to Proceed; and

WHEREAS, on June 21, 2017, the City issued a Notice to Proceed to the Contractor for commencement, performance, and completion of architectural design and planning services, providing a completion date of September 19, 2017; and

WHEREAS, the Parties desire to extend Task Authorization No. 4 performance of architectural design and planning services until November 15, 2017.

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

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

1. **Term.** Notwithstanding the date of execution, the performance for Architectural Design and Planning Services for this Change Order No. 1 is hereby extended and shall continue until November 15, 2017.

2. **Counterparts.** 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 Contractor and the City until the City signs this Change Order.

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

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Change Order on the day and year stated hereinafter.

Witnesses:

DJ DESIGN SERVICES, INC.

Printed Name: _____

By: _____
James M. Wachtel, 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: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 5524]

Susan,

I just spoke with our engineering group, and due to miscommunication on my end, discrepancies between the existing drawings/as-built conditions and production delays post-Irma the drawings won't be completed until next Friday, October 27th, possibly Monday, October 30th.

I apologize for the delay and any difficulties arising from that.

Dana M. Smith, Architect

Principal

DJdesign Services, Inc.

913 North Nova Road, Holly Hill FL 32117

(386) 255-6987 office

<http://www.djdesigninc.com>



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Susan Lovallo Director

Parks & Recreation

4655 City Center Circle, Port Orange, FL 32129

Phone: (386) 506-5851 Fax: (386) 756-5351

slovallo@port-orange.org

Issued To: DJ Design, Inc.

913 N Nova Rd

Holly Hill, FL 32117

386-255-6987

scannon@djdesign.com

PROJECT TITLE: LAKESIDE PAVILION HVAC REMEDIATION - ARCHITECTURAL/MECHANICAL DESIGN

BID NO. N/A

This Notice to Proceed to your company is for the above referenced project and in accordance with the Scope of Work submitted in Task Authorization #4, and all terms and conditions of the Master Agreement between the City of Port Orange and DJ Design, Inc. dated January 24, 2017. The effective date of this Notice to Proceed is effective June 23rd, 2017, to allow 90 days for the Design ending September 21st, 2017, and 90 days for the construction services effective from the Notice to Proceed date TBD.

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

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

City Project Manager:

Susan Lovallo Parks & Rec Director

4655 City Center Circle, Port Orange, FL 32129

386-506-5851 slovallo@port-orange.org

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

ISSUED BY:

Owner: City of Port Orange

This 21 day of June, 2017

By: Signature: [Signature]

Title: Prs Director

ACCEPTANCE NOTICE:

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

Company: DJ DESIGN, INC.

This 21st day of June, 2017

By: Signature: [Signature]

Title: Vice President



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: No

SUBJECT: (B8) Resolution No. 17-56 - Urging State Legislature to increase penalties for animal cruelty

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 17-56.

SUMMARY:

The Police Department would like to establish a similar resolution for the City of Port Orange as a means to urge the State Legislature to amend current animal cruelty laws to impose stricter penalties for acts of animal cruelty. The City Council, City Manager and Police Chief are all aware of this agenda item and support pushing forward with a resolution. The City Attorney's Office has prepared a resolution based upon the recently enacted Ponce Inlet resolution. Each of the resolutions are attached to this agenda item.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 17-56	11.7 Reso. No. 17-56 - Increase Penalties for Animal Cruelty.pdf
2.	Ponce Inlet Resolution	Ponce Inlet Reso.pdf

Aaron McIlrath
William Proctor
Thomas Grimaldi
Tracey Riehm
Margaret Roberts
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 09/20/2017
Approved - 09/21/2017
Approved - 09/25/2017
Approved - 09/27/2017
Approved - 10/04/2017
Approved - 10/24/2017
Approved - 10/26/2017
Final Approval - 10/26/2017

RESOLUTION NO. 17-56

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, URGING MEMBERS OF THE STATE LEGISLATURE TO ADOPT LEGISLATION AMENDING CURRENT ANIMAL CRUELTY LAWS TO IMPOSE STRICTER, HARSHER PUNISHMENT AND PENALTIES FOR ACTS OF ANIMAL CRUELTY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is a priority of the City of Port Orange to promote the health, safety and welfare of animals in the City of Port Orange and within the State of Florida; and

WHEREAS, animals are sentient beings and deserve protection; and

WHEREAS, animal cruelty is a shameful act and no animal should feel endangered from abuse, forced violence or neglect; and

WHEREAS, the City Council supports legislative efforts to impose harsher penalties on those who engage in acts of animal cruelty; and

WHEREAS, the City Council supports legislative efforts to improve the quality of life for all animals through love, compassion, education and legislation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA;

Section 1. That the City of Port Orange City Council hereby urges members of the Florida Legislature to consider amending the penalty listed in F.S. 828.12(2) for commission of aggravated animal cruelty from a third degree felony to second degree felony.

Section 2. That the City of Port Orange City Council hereby urges members of the Florida Legislature to consider imposing stricter, harsher punishment for acts of animal cruelty.

Section 3. That a copy of this resolution be sent to Governor Rick Scott, State Representative Tom Leek, State Representative Paul Renner, State Representative David Santiago, State Representative Patrick Henry, State Senator Dorothy Hukill, State Senator Davis Simmons, County of Volusia Chair, and all municipal Mayors within Volusia County

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 _____, 2017.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

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WHEREAS, it is a priority of the Town of Ponce Inlet to promote the health, safety, and welfare of animals in the Town and within the State of Florida; and

WHEREAS, animal cruelty is a shameful act and no animal should feel endangered from abuse, forced violence, or neglect; and

WHEREAS, the Town Council supports legislative efforts to improve the quality of life for all animals through love, compassion, education, and legislation.

Section 1. That the Ponce Inlet Town Council hereby urges members of the Florida Legislature to consider amending the penalty listed in F.S. 828.12(2) for commission of aggravated animal cruelty from a third degree felony to a second degree felony.

Section 3. That a copy of this resolution be sent to Governor Rick Scott, State Representative Tom Leek, State Representative Paul Renner, State Representative David Santiago, State Representative Patrick Henry, State Senator Dorothy Hukill, State Senator David Simmons, County of Volusia Chair, and all municipal Mayors within Volusia County.

It was moved by _____ and seconded by _____ that said Resolution be adopted. A roll call vote of the Town Council on said motion resulted as follows:

35 Mayor Smith, Seat #1 _____
36 Councilmember Perrone, Seat #2 _____
37 Vice-Mayor Hoss, Seat #3 _____
38 Councilmember Milano, Seat #4 _____
39 Councilmember Paritsky, Seat #5 _____

40 Passed this __ day of _____, 2017.

41 Town of Ponce Inlet, Florida
42
43
44

45 _____
46 Gary L. Smith, Mayor

47 ATTEST:
48
49

50 _____
51 Jeaneen Witt, CMC
Town Manager/Town Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: Yes

SUBJECT: (B9) Major Special Event Request – Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the special event request for Severt Brothers Tree Farm to be held at Dunlawton Square on the vacant lot South of Burger King subject to the conditions in the attached staff report.

SUMMARY: Severt Brothers Tree Farm is requesting a special event permit for the sale of Christmas trees. The requested dates for the sale are November 15, 2017 through December 25, 2017 for a total of forty-one (41) days. The event time will be from 9:00 a.m. until 11:00 p.m. daily. The sale is proposed for the parking lot area between Burger King and Dunkin Donuts.

Additionally, Mr. Severt has also requested the surety bond be waived due to past good performance in clean up after prior year's event. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. **The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.**

The proposed event is structured in the same way as the prior events approved for Severt Brothers Tree Farm and qualifies for the repeat event reduced application fee of \$250. Staff is not aware of any concerns or issues with past events.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Xmas Tree Staff Report 2017.pdf
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Briana Conlan-King
Tim Burman
Thomas Grimaldi
Jake Johansson

Created/Initiated - 10/13/2017
Approved - 10/17/2017
Approved - 10/18/2017
Approved - 10/25/2017

Robin Fenwick

Final Approval - 10/26/2017



STAFF REPORT

MAJOR SPECIAL EVENT REQUEST

REQUEST:	Major Special Event Request – Christmas Tree Sales
APPLICANT:	Paul F. Holub, Jr.
PROJECT LOCATION:	Dunlawton Square Shopping Center – 3813 Nova Road.
STAFF CONTACT:	Briana Conlan-King, Planner
CITY COUNCIL DATE:	November 7, 2017

INTRODUCTION:

City staff has received a Major Special Event request from Paul Holub, property owner, on behalf of Severt Brothers Tree Farm, to hold a major special event at the Dunlawton Square Shopping Center located at 3813 Nova Road. The event is proposed for November 15, 2017 through December 25, 2017, with operational hours from 9:00 a.m. to 11:00 p.m. daily. The event is for the sale of Christmas trees with an advanced donation of \$500 to the Spruce Creek High School. There will be a port-o-let and trash receptacles on site for the event.

BACKGROUND:

The subject proposal has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. There are no City services requested or needed for the event.

CODE VIOLATIONS

There were no apparent code violations on the proposed site at the time of pre-inspection.

SPECIAL NOTES

The applicant has requested that the surety bond be waived due to the past good performance in clean-up after previous events. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. **The surety bond was waived last year and as a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.**

RECOMMENDATION

Staff recommends approval of the Christmas tree sale subject to the following conditions:

1. Hours of the event shall be from 9:00 a.m. until 11:00 p.m. with outdoor lighting provided.
2. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.

3. Additional requirements for the tent permit (if the following are used) are as follows:
 - Portable heaters must be visibly approved for indoor usage and away from ALL combustibles. Patio heaters are strictly prohibited.
 - Portable Generator shall be positioned to the exterior of the sales tent with a sufficient separation distance accepted by the Fire Marshal and Chief Building Official.
 - All flammable/combustible fuel containers shall be of an approved type container and stored a safe distance away from the sales tent area.
4. A temporary structure-building permit is required for the proposed tent.
5. Portable fire extinguishers shall be provided in accordance with the NFPA #10 Standard for Portable Fire Extinguishers. (A fire extinguisher with current certification tags from a fire equipment company must be mounted near each exit).
6. A permit shall be required and obtained by a properly licensed contractor for any electrical work performed in connection with this event. Any such electrical work shall comply with the requirements set forth in Article 590 of the current adopted NFPA #70 National Electrical Code. All temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
7. All areas being used for this function shall be handicap accessible. Handicap parking is to remain open and accessible for this event.
8. The motor home used during this event shall be placed so as not to interfere with the normal flow of traffic through the shopping center parking lot. The motor home shall also be positioned between the tent and the buildings of the plaza to not directly face Nova Road.
9. The applicant shall provide port-o-let facilities that shall comply with section 4.22 or 4.23 of the Florida Accessibility Code, i.e. must be handicapped-accessible.
10. All exits and means of egress shall remain accessible and unobstructed.
11. It shall be the responsibility of the owner to maintain access for emergency vehicles.
12. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
13. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
14. A temporary sign permit shall be required for the one (1) sign allowed for this event.
15. No smoking signage shall be posted within the confines of the tent.
16. The parking lot shall be kept free and clear of all garbage, trash and tree limbs during the event. All garbage receptacles shall be placed behind the tent to not face Nova Road.

17. The Applicant shall contact the Community Development Department to schedule an inspection of the tent prior to the start of the event to ensure that the tent is well secured and that all other safety measures are in place.
18. It is the Applicant's responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.

DISTRIBUTION LIST

Beau Gardner, Fire Marshal

Sgt. Steven Braddock, Police Dept.

Allan Tischler, Interim Building Official

Deborah Pearson, Code Compliance Manager

James Buttrum, Public Works

File



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: No

SUBJECT: (B10) City Attorney's Request for Special Legal Counsel for FY 2018

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve use of special legal counsel for FY 2018

SUMMARY: One or more of the listed firms as shown on the attached report may be engaged as Special Legal Counsel during FY2018 for the specified type of work. Consistent with the city purchasing policy and procedures, the legal work will be initiated, as needed, based on the direction of city council and the city manager.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Special Legal Counsel Services	Special Legal Counsel Services.pdf
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Tracy London
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/25/2017
Approved - 10/26/2017
Approved - 10/27/2017
Final Approval - 10/27/2017

CITY ATTORNEY'S REPORT ON SPECIAL LEGAL COUNSEL SERVICES

Allen Norton & Blue, P.A.

Personnel, labor and employment law involving labor contract negotiations, grievances and arbitrations, Fair Labor Standards and other similar areas.

Kinsey Vincent & Pyle, P.L.

Construction bond and contract litigation, American Institute of Architect Contract Licensing, and other litigation prosecution services.

Lewis Longman & Walker, P.A.

Pension Law for fire and police and other administrative and state regulatory areas.

Dean Ringers Morgan & Lawton, P.A.

Insurance defense involving employment practices, policy development, personal injury, workers compensation, law enforcement liability and other insurance coverage.

Doran Sims Wolfe & Ciocchetti

Real property title & escrow litigation services, code enforcement and other related counsel.

Stenstrom, McIntosh, Colbert

Special Magistrate for code enforcement, dangerous dog and other ordinance enforcement.

Rutledge Ecenia, P.A.

State of Florida Licensing for Cypress Head Golf Course beverage services.

Bryant Miller Olive, P.A.

Impact fee, special assessments and other utility fee ordinance implementation.

Gray Robinson, P.A.

Update on Communication Tower ordinance and permitting.

**The Golf Club at Cypress Head
Course Cash Flow Report
September 30, 2017**

	<u>September</u>	<u>YTD</u>
EBITDA	(\$22,610.58)	\$33,466.40
Management Fee Expense	(6,569.78)	(69,411.13)
Depreciation & Amortization	<u>(153.61)</u>	<u>(1,841.32)</u>
Net Income	(29,333.97)	(37,786.05)
Working Capital Changes		
Inventory	(5,006.06)	(5,148.64)
Receivables	(95,443.53)	(6,063.47)
Payables	9,150.75	(50,532.78)
Due to from the City	25,284.86	169,214.82
Prepays	(7,792.43)	(9,776.83)
Accrued Liabilities	24,467.28	(1,427.63)
Other Liabilities	214,548.07	(22,402.05)
Depreciation & Amortization	<u>153.61</u>	<u>1,841.32</u>
Operating Cash Flow	136,028.58	37,918.69
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>136,028.58</u>	<u>37,918.69</u>
Beginning Cash	78,891.21	177,001.10
Net Cash Flows	<u>136,028.58</u>	<u>37,918.69</u>
Ending Cash	<u>214,919.79</u>	<u>214,919.79</u>

The Golf Club at Cypress Head
Comparative Income Statement

For the Twelve Months Ending September 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	61,403	1,077,267	1,077,267	100%	66,464	1,146,664	1,116,089	103%
Merchandise	3,491	54,320	54,320	100%	4,423	63,915	57,514	111%
Other Pro Shop	280	14,505	14,505	100%	290	13,751	11,540	119%
Range	1,873	34,150	34,150	100%	2,433	35,853	34,679	103%
Food and Beverage	137	137	137	100%	15,788	15,788	22,150	71%
Other Operating Revenues	2,281	37,806	37,806	100%	2,431	39,356	39,852	99%
TOTAL REVENUE	69,465	1,218,185	1,218,185	100%	91,829	1,315,327	1,281,824	103%
COST OF SALES								
Merchandise	2,054	36,189	36,189	100%	2,449	37,436	40,260	93%
Food & Beverage	0	0	0		6,042	6,042	7,354	82%
TOTAL COGS	2,054	36,189	36,189	100%	8,491	43,478	47,614	91%
COGS - Merchandise %	58.9%	66.6%	66.6%	100.0%	55.4%	58.6%	70.0%	83.7%
COGS - Food %					38.3%	38.3%	33.2%	115.3%
PAYROLL								
Course and Grounds	27,015	339,558	339,558	100%	27,005	341,675	351,366	97%
Carts, Range, Starters, Etc.	6,198	81,091	81,091	100%	5,711	86,435	92,546	93%
Pro Shop	4,028	53,209	53,209	100%	2,290	42,904	55,398	77%
Food and Beverage	0	0	0		9,850	9,850	10,850	91%
General and Administrative	9,686	127,363	127,363	100%	12,311	133,923	129,158	104%
Marketing	3,865	48,834	48,834	100%	3,622	49,654	49,603	100%
TOTAL PAYROLL	50,792	650,054	650,054	100%	60,789	664,441	688,921	96%
OPERATING EXPENSES								
Course and Grounds	39,088	247,630	247,630	100%	18,273	252,335	212,591	119%
Carts, Range, Starters, Etc.	6,572	80,708	80,708	100%	6,236	80,327	85,302	94%
Pro Shop	613	10,107	10,107	100%	559	6,324	9,015	70%
Food and Beverage	0	322	322	100%	1,413	1,413	2,987	47%
General and Administrative	19,764	197,823	197,823	100%	14,883	210,601	205,607	102%
Marketing	361	34,250	34,250	100%	3,796	22,941	33,063	69%
TOTAL OPERATING EXPENSES	66,399	570,840	570,840	100%	45,159	573,941	548,565	105%
TOTAL EXPENSES	119,246	1,257,084	1,257,084	100%	114,440	1,281,860	1,285,100	100%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(70,211)	(70,211)	100%	(6,570)	(69,411)	(70,781)	98%
Depreciation & Amortization	(6,956)	(11,147)	(11,147)	100%	(154)	(1,841)	(4,572)	40%
TOTAL OTHER INCOME (EXPENSE)	(12,669)	(81,358)	(81,358)	100%	(6,723)	(71,252)	(75,353)	95%
NET INCOME	(62,450)	(120,257)	(120,257)	100%	(29,334)	(37,786)	(78,629)	48%
Paid Rounds	1,922	34,878	34,878	100%	2,290	36,904	38,696	95%
Annual Pass Rounds	604	8,657	8,657	100%	471	8,095	5,051	160%
Other Rounds	198	2,437	2,437	100%	168	2,719	2,812	97%
Total Rounds	2,724	45,972	45,972	100%	2,929	47,718	46,559	102%
Revenue/Paid Rounds	36.14	34.93	34.93	100%	40.10	35.64	33.13	108%
Revenue/Total Rounds	25.50	26.50	26.50	100%	31.35	27.56	27.53	100%

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2017

	<u>09/30/17</u>	<u>09/30/16</u>	<u>09/30/16</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	191,390	176,360	176,360
Cash - Payroll	21,980	0	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	700	(209)	(209)
Total Cash	<u>214,920</u>	<u>177,001</u>	<u>177,001</u>
Accounts Receivable			
A/R Member	98,657	92,593	92,593
Total Accounts Receivable	<u>98,657</u>	<u>92,593</u>	<u>92,593</u>
Other Current Assets			
Inventory - Merchandise	13,394	16,234	16,234
Inventory - Food & Beverage	7,988	0	0
Prepaid Insurance	21,005	10,248	10,248
Prepaid Exp - Other	3,059	7,038	7,038
Total Other Current Assets	<u>45,445</u>	<u>33,520</u>	<u>33,520</u>
TOTAL CURRENT ASSETS	<u>359,022</u>	<u>303,115</u>	<u>303,115</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(26,078)	(24,236)	(24,236)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>10,070</u>	<u>11,911</u>	<u>11,911</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	3,000	0	0
TOTAL OTHER ASSETS	<u>3,000</u>	<u>0</u>	<u>0</u>
TOTAL ASSETS	<u><u>372,092</u></u>	<u><u>315,026</u></u>	<u><u>315,026</u></u>

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2017

	<u>09/30/17</u>	<u>09/30/16</u>	<u>09/30/16</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	24,579	75,111	75,111
Accts Pay - Other	58,826	(110,389)	(110,389)
Accrued Expenses	4,040	7,783	7,783
Accrued Payroll	28,213	25,945	25,945
Accrued Taxes	13,317	13,903	13,903
Accrued Interest	5,971	5,337	5,337
Deferred Revenue	274,935	297,337	297,337
TOTAL CURRENT LIABILITIES	<u>409,880</u>	<u>315,027</u>	<u>315,027</u>
 TOTAL LIABILITIES	 <u>409,880</u>	 <u>315,027</u>	 <u>315,027</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(37,787)</u>	<u>(1)</u>	<u>(1)</u>
Net Retained Earnings	<u>(37,787)</u>	<u>(1)</u>	<u>(1)</u>
Stockholders Equity	<u>(37,787)</u>	<u>(1)</u>	<u>(1)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(37,787)</u>	<u>(1)</u>	<u>(1)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>372,092</u></u>	 <u><u>315,026</u></u>	 <u><u>315,026</u></u>

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	(10,175)	(23,693)	(13,824)	(26,371)	(22,611)	33,466
Management Fee Expense	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(6,570)	(69,411)
Depreciation & Amortization	(154)	(152)	(154)	(154)	(154)	(154)	(154)	(154)	(154)	(154)	(154)	(154)	(1,841)
Net Income	(31,640)	(4,638)	(2,176)	22,308	43,817	39,058	22,348	(16,042)	(29,560)	(19,690)	(32,237)	(29,334)	(37,786)
Working Capital Changes													
Inventory	(2,093)	(2,542)	(2,392)	63	393	2,988	705	2,418	(1,954)	2,476	(204)	(5,006)	(5,149)
Receivables	88,276	1,616	2,360	(282)	(40)	(2,905)	1,015	(574)	(9,258)	152	9,019	(95,444)	(6,063)
Prepaid Expenses	(1,962)	2,690	(3,230)	(29,902)	10,524	20,016	3,530	3,349	(15,531)	4,215	4,215	(7,792)	(9,777)
Payables	(33,493)	17,150	(34,265)	(4,666)	9,232	(7,714)	17,121	2,247	3,104	17,979	(46,378)	9,151	(50,533)
Due to from the City	512	111	(123)	68	82	(1)	133	(276)	301	80,997	62,126	25,285	169,215
Accrued Expenses	(25,855)	(15,548)	13,018	10,207	(2,391)	4,973	(22,733)	1,433	2,244	4,579	4,178	24,467	(1,428)
Deferred Revenues	(52,262)	(16,409)	(13,360)	(20,779)	(21,262)	(19,537)	(20,065)	(19,543)	(18,491)	(15,689)	(19,552)	214,548	(22,402)
Depreciation & Amortization	154	152	154	154	154	154	154	154	154	154	154	154	1,841
Operating Cash Flow	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(68,991)	75,171	(18,680)	136,029	37,919
Investing Activities													
Financing Activities													
Net Cash Flows	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(68,991)	75,171	(18,680)	136,029	37,919
Beginning Cash	177,001	118,738	101,320	61,306	38,477	78,985	116,018	118,225	91,392	22,400	97,571	78,891	1,100,323
Net Cash Flows	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(68,991)	75,171	(18,680)	136,029	37,919
Ending Cash	118,738	101,320	61,306	38,477	78,985	116,018	118,225	91,392	22,400	97,571	78,891	214,920	1,138,242

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 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												
38,231	39,007	98%	34,768	110%	Green Fees	670,512	646,060	104%	616,561	109%	646,060	670,512
28,234	25,567	110%	26,635	106%	Cart Fee	476,152	470,029	101%	460,706	103%	470,029	476,152
30	0	0%	(137)	-22%	Merchandise	30	0	0%	(137)	-22%	0	30
20	20	100%	40	50%	Handicap Fee	4,630	4,567	101%	4,889	95%	4,567	4,630
100	250	40%	190	53%	Lessons	6,271	3,931	160%	6,935	90%	3,931	6,271
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
170	200	85%	50	340%	Rental Clubs	2,850	3,042	94%	2,607	109%	3,042	2,850
4,393	3,600	122%	3,628	121%	Retail	63,885	57,514	111%	54,457	117%	57,514	63,885
2,433	2,533	96%	1,873	130%	Range	35,853	34,679	103%	34,150	105%	34,679	35,853
8,397	13,200	64%	137	6129%	Food & Beverage	8,397	13,200	64%	137	6129%	13,200	8,397
5,521	5,000	110%	0	0%	Beer	5,521	5,000	110%	0	0%	5,000	5,521
1,546	3,200	48%	0	0%	Liquor	1,546	3,200	48%	0	0%	3,200	1,546
324	750	43%	0	0%	Wine	324	750	43%	0	0%	750	324
2,431	2,039	119%	2,281	107%	City Surcharge R & R	39,356	39,852	99%	37,806	104%	39,852	39,356
91,829	95,366	96%	69,465	132%	Total Revenues	1,315,327	1,281,824	103%	1,218,185	108%	1,281,824	1,315,327
COST OF GOODS SOLD												
2,449	2,520	97%	2,054	119%	COGS - Merchandise	37,436	40,260	93%	36,189	103%	40,260	37,436
2,566	4,720	54%	0	0%	COGS - Food & Beverage	2,566	4,720	54%	0	0%	4,720	2,566
2,669	1,750	152%	0	0%	COGS - Beer	2,669	1,750	152%	0	0%	1,750	2,669
709	704	101%	0	0%	COGS - Liquor	709	704	101%	0	0%	704	709
99	180	55%	0	0%	COGS - Wine	99	180	55%	0	0%	180	99
8,491	9,874	86%	2,054	413%	Total COGS	43,478	47,614	91%	36,189	120%	47,614	43,478
83,338	85,492	97%	67,410	124%	GROSS MARGIN	1,271,848	1,234,210	103%	1,181,995	108%	1,234,210	1,271,848
55.36%	70.00%	79.09%	58.85%	94.07%	COGS - Merchandise %	58.57%	70.00%	83.67%	66.62%	87.92%	70.00%	699.60%
30.56%	35.76%	85.46%	0.00%	0.00%	COGS - Food & Beverage %	30.56%	35.76%	85.46%	0.00%	0.00%	35.76%	30.56%
48.34%	35.00%	138.11%	0.00%	0.00%	COGS - Beer %	48.34%	35.00%	138.11%	0.00%	0.00%	35.00%	48.34%
45.83%	22.00%	208.32%	0.00%	0.00%	COGS - Liquor %	45.83%	22.00%	208.32%	0.00%	0.00%	22.00%	45.83%
30.52%	24.00%	127.18%	0.00%	0.00%	COGS - Wine %	30.52%	24.00%	127.18%	0.00%	0.00%	24.00%	30.52%
38.27%	33.20%	115.27%	0.00%	0.00%	COGS - All Food & Bev	38.27%	33.20%	115.27%	0.00%	0.00%	33.20%	38.27%
PAYROLL												
19,151	19,078	100%	20,197	95%	Gross Payroll - Salaried	232,156	228,936	101%	231,665	100%	228,936	232,156
5,000	5,000	100%	0	0%	Gross Kitchen Payroll - Salaried	5,000	5,000	100%	0	0%	5,000	5,000
23,327	25,361	92%	23,622	99%	Gross Payroll - Hourly	302,673	318,603	95%	302,527	100%	318,603	302,873
3,757	4,000	94%	0	0%	Gross Kitchen Payroll - Hourly	3,757	4,000	94%	0	0%	4,000	3,757
51,235	53,439	96%	43,819	117%	S/T Wages	543,786	556,539	98%	534,193	102%	556,539	543,786
3,779	4,000	94%	3,243	117%	Payroll Tax - FICA	41,177	42,493	97%	40,042	103%	42,493	41,177
236	831	28%	234	101%	Payroll Tax - UC	4,051	5,553	73%	5,741	71%	5,553	4,051
828	1,121	74%	1,112	74%	Payroll Tax - WC	10,210	11,869	86%	11,263	91%	11,869	10,210
4,711	6,748	70%	2,383	198%	Benefits	65,216	72,467	90%	58,815	111%	72,467	65,216
9,555	12,700	75%	6,973	137%	S/T Adders	120,655	132,382	91%	115,862	104%	132,382	120,655
60,789	66,139	92%	50,792	120%	TOTAL PAYROLL	664,441	688,921	96%	650,054	102%	688,921	664,441
OPERATING EXPENSES												
261	300	87%	0	0%	Bar Supplies	261	300	87%	0	0%	300	261
0	200	0%	197	0%	Cart Supplies	1,776	2,521	70%	1,357	131%	2,521	1,776
0	310	0%	97	0%	Course Accessories	4,314	3,886	111%	2,219	194%	3,886	4,314
166	250	67%	0	0%	Dining Room Supplies	166	250	67%	0	0%	250	166
155	1,558	10%	10,368	1%	Fertilizer	28,290	25,094	113%	38,815	73%	25,094	28,290
0	0	0%	998	0%	Flowers/Decor	0	399	0%	1,604	0%	399	0
2,911	1,072	272%	2,394	122%	Fuel	12,831	13,026	99%	11,337	113%	13,026	12,831
313	1,213	26%	670	47%	Fungicides	5,213	4,045	129%	5,223	100%	4,045	5,213
1,803	1,716	105%	4,990	36%	Herbicides	18,136	15,068	120%	20,520	88%	15,068	18,136
167	1,001	17%	2,286	7%	Insecticides	31,743	15,077	211%	14,949	212%	15,077	31,743
610	216	283%	310	197%	Janitorial Supplies	3,486	4,136	84%	4,076	86%	4,136	3,486
254	250	102%	0	0%	Kitchen Supplies	254	250	102%	0	0%	250	254
77	300	26%	0	0%	Laundry/Linens	77	300	26%	0	0%	300	77
345	91	379%	0	0%	Laundry/Uniforms	1,032	1,038	99%	142	728%	1,038	1,032
130	459	28%	623	21%	Office Supplies	3,849	4,416	87%	4,700	82%	4,416	3,849
0	0	0%	0	0%	Range Balls	2,515	3,330	76%	2,550	99%	3,330	2,515
0	100	0%	0	0%	Range Equipment	1,165	1,284	91%	1,258	93%	1,284	1,165
0	0	0%	0	0%	Range Expenses	0	460	0%	23	0%	460	0
0	0	0%	3,425	0%	Sand/Topdress	9,029	9,011	100%	11,080	81%	9,011	9,029
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
138	0	0%	468	30%	Small Tools	1,400	407	344%	523	268%	407	1,400
800	0	0%	0	0%	Staff/Volunteer Uniforms	800	833	96%	41	1935%	833	800
0	150	0%	1,094	0%	Supplies	927	1,801	51%	2,583	36%	1,801	927
0	0	0%	(480)	0%	Tournament Expense	(195)	1,174	-17%	679	-29%	1,174	(195)
79	91	87%	321	25%	Alarm System	3,013	1,425	211%	2,419	125%	1,425	3,013
0	340	0%	0	0%	Carpet Cleaning	0	890	0%	0	0%	890	0

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2017

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	200	0%	293	0%	Cart Repairs	33	1,855	2%	1,325	2%	1,855	33
461	259	178%	191	242%	Computer Service	3,085	6,912	45%	3,132	99%	6,912	3,085
379	812	47%	0	0%	Contract Cleaning	379	942	40%	130	291%	942	379
0	0	0%	0	0%	Guest Relations	32	0	0%	135	24%	0	32
559	0	0%	0	0%	Handicap Expense	4,733	4,475	106%	4,924	96%	4,475	4,733
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	0	0
13	422	3%	7	183%	Irrigation	5,773	6,392	90%	5,185	111%	6,392	5,773
0	75	0%	0	0%	Lesson Expense	0	965	0%	1,151	0%	965	0
125	125	100%	0	0%	Pest Control	125	355	35%	0	0%	355	125
1,863	747	249%	5,861	32%	Repair & Maint - Equipment	29,259	22,835	128%	31,410	93%	22,835	29,259
398	0	0%	269	148%	Repair & Maint - Building	3,670	3,208	114%	3,352	109%	3,208	3,670
5,356	5,356	100%	5,356	100%	Cart Lease	64,268	64,272	100%	64,268	100%	64,272	64,268
5,036	5,036	100%	4,512	112%	Equipment Lease	58,785	58,782	100%	54,140	109%	58,782	58,785
168	162	104%	168	100%	Off-Site Storage	2,016	1,974	102%	2,053	98%	1,974	2,016
1,152	1,027	112%	987	117%	Utilities - Electric	13,372	13,383	100%	12,474	107%	13,383	13,372
0	500	0%	0	0%	Utilities - Gas	0	500	0%	0	0%	500	0
2,768	3,599	77%	4,145	67%	Utilities - Other	53,183	41,871	127%	49,203	108%	41,871	53,183
249	243	103%	100	250%	Utilities - Telephone/Fax	3,046	2,449	124%	2,565	119%	2,449	3,046
228	191	119%	252	91%	Utilities - Water	3,067	2,897	106%	3,177	97%	2,897	3,067
1,296	1,028	126%	361	359%	Advertising & Promotion	19,428	16,247	120%	19,232	101%	16,247	19,428
474	26	1823%	922	51%	Bank Charges	6,069	1,362	439%	3,271	186%	1,362	6,069
(1)	0	0%	679	0%	Cash Short/(Over)	(695)	0	0%	0	-252%	0	(695)
200	200	100%	150	133%	Cell Phone	2,100	2,475	85%	2,175	97%	2,100	2,100
2,431	2,039	119%	2,281	107%	City Surcharge R & R	39,356	39,852	99%	37,806	104%	39,852	39,356
55	0	0%	105	52%	Copier/Photocopies	710	671	106%	762	93%	671	710
1,108	1,682	66%	1,232	90%	Credit Card Discounts	24,410	27,744	88%	23,502	104%	27,744	24,410
0	0	0%	200	0%	Donations	(267)	0	0%	364	-73%	0	(267)
0	0	0%	0	0%	Dues & Subscriptions	1,039	1,109	94%	609	171%	1,109	1,039
0	0	0%	0	0%	Education & Training	525	200	263%	0	0%	200	525
47	12	394%	155	30%	Employee Relations	1,721	2,122	81%	2,346	73%	2,122	1,721
193	0	0%	286	68%	Employee Testing	613	244	251%	550	111%	244	613
4,831	3,871	125%	3,858	125%	Insurance Expense	47,913	46,377	103%	45,711	105%	46,377	47,913
0	0	0%	0	0%	Member Relations	65	649	10%	131	49%	649	65
0	69	0%	78	0%	Messenger Service - Fedex	191	403	47%	431	44%	403	191
2,500	500	500%	36	7015%	Miscellaneous	3,364	13,291	25%	13,327	25%	13,291	3,364
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	80	0%	0	0%	O/S - Legal	0	80	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	56	0	0%	0	0%	0	56
3,600	0	0%	2,233	161%	O/S - Other	12,950	9,218	140%	17,238	75%	9,218	12,950
558	337	166%	2,113	26%	Payroll Processing Fee	10,389	3,535	294%	6,687	155%	3,535	10,389
187	344	54%	0	0%	Postage/Shipping	938	634	148%	136	692%	634	938
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	330	(100)	-330%	(255)	-129%	(100)	330
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
0	0	0%	418	0%	Travel - Meals	1,709	683	250%	1,893	90%	683	1,709
715	802	89%	1,421	50%	Travel - Other	9,658	16,423	59%	11,325	85%	16,423	9,658
0	0	0%	0	0%	Website Expenses	0	4,000	0%	3,000	0%	4,000	0
28	249	11%	0	0%	Employee Meals	60	669	9%	25	240%	669	60
45,159	39,580	114%	66,399	68%	TOTAL OPERATING EXPENSES	573,941	548,565	105%	570,840	101%	548,565	573,941
(22,611)	(20,227)	112%	(49,781)	45%	EBITDA	33,466	(3,276)	-1022%	(38,899)	-86%	(3,276)	33,466
6,570	6,684	98%	5,713	115%	Management Fee	69,411	70,781	98%	70,211	99%	70,781	69,411
6,570	6,684	98%	5,713	115%	Management Fees	69,411	70,781	98%	70,211	99%	70,781	69,411
37	98	38%	854	4%	Deprec - Mach & Equip	442	1,176	38%	1,927	23%	1,176	442
117	283	41%	6,102	2%	Deprec - Buildings	1,399	3,396	41%	9,220	15%	3,396	1,399
154	381	40%	6,956	2%	S/T DEPR. & AMORT	1,841	4,572	40%	11,147	17%	4,572	1,841
(29,334)	(27,292)	107%	(62,450)	47%	NET INCOME	(37,786)	(78,629)	48%	(120,257)	31%	(78,629)	(37,786)

The Golf Club at Cypress Head
Course & Grounds
For the Twelve Months Ending September 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												
38,231	39,007	98%	34,768	110%	Green Fees	670,512	646,060	104%	616,561	109%	646,060	670,512
2,431	2,039	119%	2,281	107%	City Surcharge R & R	39,356	39,852	99%	37,806	104%	39,852	39,356
40,662	41,046	99%	37,049	110%	Total Revenues	709,868	685,912	103%	654,367	108%	685,912	709,868
40,662	41,046	99%	37,049	110%	GROSS MARGIN	709,868	685,912	103%	654,367	108%	685,912	709,868
PAYROLL												
6,724	7,802	86%	8,782	77%	Gross Payroll - Salaried	89,267	93,624	95%	94,668	94%	93,624	89,267
16,132	15,230	106%	14,481	111%	Gross Payroll - Hourly	186,491	186,129	100%	182,536	102%	186,129	186,491
22,855	23,032	99%	23,264	98%	S/T Wages	275,758	279,753	99%	277,204	99%	279,753	275,758
1,493	1,762	85%	1,602	93%	Payroll Tax - FICA	19,811	21,402	93%	19,658	101%	21,402	19,811
63	55	115%	103	61%	Payroll Tax - UC	2,039	2,040	100%	2,789	73%	2,040	2,039
342	503	68%	566	60%	Payroll Tax - WC	4,929	5,990	82%	5,618	88%	5,990	4,929
2,251	3,664	61%	1,479	152%	Benefits	39,138	42,181	93%	34,289	114%	42,181	39,138
4,150	5,984	69%	3,752	111%	S/T Adders	65,917	71,613	92%	62,354	106%	71,613	65,917
27,005	29,016	93%	27,015	100%	TOTAL PAYROLL	341,675	351,366	97%	339,558	101%	351,366	341,675
OPERATING EXPENSES												
0	310	0%	97	0%	Course Accessories	4,314	3,886	111%	2,219	194%	3,886	4,314
155	1,558	10%	10,368	1%	Fertilizer	28,290	25,094	113%	38,815	73%	25,094	28,290
0	0	0%	998	0%	Flowers/Decor	0	399	0%	1,604	0%	399	0
2,911	1,072	272%	2,394	122%	Fuel	12,831	13,026	99%	11,337	113%	13,026	12,831
313	1,213	26%	670	47%	Fungicides	5,213	4,045	129%	5,223	100%	4,045	5,213
1,803	1,716	105%	4,990	36%	Herbicides	18,136	15,068	120%	20,520	88%	15,068	18,136
167	1,001	17%	2,286	7%	Insecticides	31,743	15,077	211%	14,949	212%	15,077	31,743
0	0	0%	3,425	0%	Sand/Topdress	9,029	9,011	100%	11,080	81%	9,011	9,029
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
138	0	0%	468	30%	Small Tools	1,400	407	344%	523	268%	407	1,400
800	0	0%	0	0%	Staff/Volunteer Uniforms	800	833	96%	41	1935%	833	800
13	422	3%	7	183%	Irrigation	5,773	6,392	90%	5,185	111%	6,392	5,773
1,863	422	442%	4,075	46%	Repair & Maint - Equipment	26,209	20,663	127%	29,065	90%	20,663	26,209
0	0	0%	0	0%	Repair & Maint - Building	10	1,207	1%	270	4%	1,207	10
4,886	4,886	100%	4,512	108%	Equipment Lease	58,635	58,632	100%	54,140	108%	58,632	58,635
272	291	93%	261	104%	Utilities - Electric	2,802	2,703	104%	2,547	110%	2,703	2,802
827	1,350	61%	1,668	50%	Utilities - Other	24,588	16,748	147%	22,124	111%	16,748	24,588
102	93	109%	99	102%	Utilities - Telephone/Fax	1,206	1,072	113%	1,210	100%	1,072	1,206
228	191	119%	252	91%	Utilities - Water	3,067	2,897	106%	3,177	97%	2,897	3,067
0	0	0%	0	0%	Education & Training	375	0	0%	0	0%	0	375
0	0	0%	0	0%	Employee Relations	0	200	0%	542	0%	200	0
193	0	0%	286	68%	Employee Testing	613	244	251%	550	111%	244	613
3,600	0	0%	2,233	161%	O/S - Other	12,600	9,218	137%	17,238	73%	9,218	12,600
0	0	0%	0	0%	Tax/Licenses/Fees	300	0	0%	0	0%	0	300
0	100	0%	0	0%	Travel - Other	0	1,700	0%	1,800	0%	1,700	0
18,273	14,625	125%	39,088	47%	TOTAL OPERATING EXPENSES	252,335	212,591	119%	247,630	102%	212,591	252,335
(4,616)	(2,595)	178%	(29,055)	16%	EBITDA	115,858	121,955	95%	67,179	172%	121,955	115,858
(4,616)	(2,595)	178%	(29,055)	16%	NET INCOME	115,858	121,955	95%	67,179	172%	121,955	115,858

The Golf Club at Cypress Head
Carts
For the Twelve Months Ending September 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	
28,234	25,567	110%	26,635	106%	REVENUES	476,152	470,029	101%	460,706	103%	470,029	476,152
28,234	25,567	110%	26,635	106%	Cart Fee	476,152	470,029	101%	460,706	103%	470,029	476,152
28,234	25,567	110%	26,635	106%	Total Revenues	476,152	470,029	101%	460,706	103%	470,029	476,152
					GROSS MARGIN	476,152	470,029	101%	460,706	103%	470,029	476,152
5,137	6,038	85%	5,501	93%	PAYROLL	77,651	82,679	94%	72,140	108%	82,679	77,651
5,137	6,038	85%	5,501	93%	Gross Payroll - Hourly	77,651	82,679	94%	72,140	108%	82,679	77,651
					S/T Wages							
401	462	87%	443	90%	Payroll Tax - FICA	6,106	6,323	97%	5,662	108%	6,323	6,106
71	126	56%	113	63%	Payroll Tax - UC	1,165	1,688	69%	1,724	68%	1,688	1,165
94	132	71%	131	72%	Payroll Tax - WC	1,422	1,767	80%	1,455	98%	1,767	1,422
8	6	138%	11	78%	Benefits	91	89	103%	112	82%	89	91
574	726	79%	697	82%	S/T Adders	8,784	9,867	89%	8,951	98%	9,867	8,784
5,711	6,764	84%	6,198	92%	TOTAL PAYROLL	86,435	92,546	93%	81,091	107%	92,546	86,435
0	200	0%	197	0%	OPERATING EXPENSES	1,776	2,521	70%	1,357	131%	2,521	1,776
0	200	0%	293	0%	Cart Supplies	33	1,855	2%	1,325	2%	1,855	33
5,356	5,356	100%	5,356	100%	Cart Repairs	64,268	64,272	100%	64,268	100%	64,272	64,268
881	736	120%	726	121%	Cart Lease	10,570	10,680	99%	9,927	106%	10,680	10,570
6,236	6,492	96%	6,572	95%	Utilities - Electric	76,647	79,328	97%	76,877	100%	79,328	76,647
16,286	12,311	132%	13,864	117%	TOTAL OPERATING EXPENSES	313,070	298,155	105%	302,738	103%	298,155	313,070
16,286	12,311	132%	13,864	117%	EBITDA	313,070	298,155	105%	302,738	103%	298,155	313,070
					NET INCOME	313,070	298,155	105%	302,738	103%	298,155	313,070

The Golf Club at Cypress Head
Range
For the Twelve Months Ending September 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	
2,433	2,533	96%	1,873	130%	REVENUES							
2,433	2,533	96%	1,873	130%	Range	35,853	34,679	103%	34,150	105%	34,679	35,853
2,433	2,533	96%	1,873	130%	Total Revenues	35,853	34,679	103%	34,150	105%	34,679	35,853
2,433	2,533	96%	1,873	130%	GROSS MARGIN	35,853	34,679	103%	34,150	105%	34,679	35,853
0	0	0%	0	0%	OPERATING EXPENSES							
0	100	0%	0	0%	Range Balls	2,515	3,330	76%	2,550	99%	3,330	2,515
0	0	0%	0	0%	Range Equipment	1,165	1,284	91%	1,258	93%	1,284	1,165
0	75	0%	0	0%	Range Expenses	0	460	0%	23	0%	460	0
0	175	0%	0	0%	Repair & Maint - Equipment	0	900	0%	0	0%	900	0
0	175	0%	0	0%	TOTAL OPERATING EXPENSES	3,680	5,974	62%	3,831	96%	5,974	3,680
2,433	2,358	103%	1,873	130%	EBITDA	32,172	28,705	112%	30,319	106%	28,705	32,172
2,433	2,358	103%	1,873	130%	NET INCOME	32,172	28,705	112%	30,319	106%	28,705	32,172

The Golf Club at Cypress Head
F & B Cafe
For the Twelve Months Ending September 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												
8,397	13,200	64%	137	6129%	Food & Beverage	8,397	13,200	64%	137	6129%	13,200	8,397
5,521	5,000	110%	0	0%	Beer	5,521	5,000	110%	0	0%	5,000	5,521
1,546	3,200	48%	0	0%	Liquor	1,546	3,200	48%	0	0%	3,200	1,546
324	750	43%	0	0%	Wine	324	750	43%	0	0%	750	324
15,788	22,150	71%	137	11524%	Total Revenues	15,788	22,150	71%	137	11524%	22,150	15,788
COST OF GOODS SOLD												
2,566	4,720	54%	0	0%	COGS - Food & Beverage	2,566	4,720	54%	0	0%	4,720	2,566
2,669	1,750	152%	0	0%	COGS - Beer	2,669	1,750	152%	0	0%	1,750	2,669
709	704	101%	0	0%	COGS - Liquor	709	704	101%	0	0%	704	709
99	180	55%	0	0%	COGS - Wine	99	180	55%	0	0%	180	99
6,042	7,354	82%	0	0%	Total COGS	6,042	7,354	82%	0	0%	7,354	6,042
9,746	14,796	66%	137	7114%	GROSS MARGIN	9,746	14,796	66%	137	7114%	14,796	9,746
30.56%	35.76%	85.46%	0.00%	0.00%	COGS - Food & Beverage %	30.56%	35.76%	85.46%	0.00%	0.00%	35.76%	30.56%
48.34%	35.00%	138.11%	0.00%	0.00%	COGS - Beer %	48.34%	35.00%	138.11%	0.00%	0.00%	35.00%	48.34%
45.83%	22.00%	208.32%	0.00%	0.00%	COGS - Liquor %	45.83%	22.00%	208.32%	0.00%	0.00%	22.00%	45.83%
30.52%	24.00%	127.18%	0.00%	0.00%	COGS - Wine %	30.52%	24.00%	127.18%	0.00%	0.00%	24.00%	30.52%
38.27%	33.20%	115.27%	0.00%	0.00%	COGS - All Food & Bev	38.27%	33.20%	115.27%	0.00%	0.00%	33.20%	38.27%
PAYROLL												
5,000	5,000	100%	0	0%	Gross Kitchen Payroll - Salaried	5,000	5,000	100%	0	0%	5,000	5,000
3,757	4,000	94%	0	0%	Gross Kitchen Payroll - Hourly	3,757	4,000	94%	0	0%	4,000	3,757
8,757	9,000	97%	0	0%	S/T Wages	8,757	9,000	97%	0	0%	9,000	8,757
868	600	145%	0	0%	Payroll Tax - FICA	868	600	145%	0	0%	600	868
95	600	16%	0	0%	Payroll Tax - UC	95	600	16%	0	0%	600	95
130	150	87%	0	0%	Payroll Tax - WC	130	150	87%	0	0%	150	130
0	500	0%	0	0%	Benefits	0	500	0%	0	0%	500	0
1,093	1,850	59%	0	0%	S/T Adders	1,093	1,850	59%	0	0%	1,850	1,093
9,850	10,850	91%	0	0%	TOTAL PAYROLL	9,850	10,850	91%	0	0%	10,850	9,850
OPERATING EXPENSES												
261	300	87%	0	0%	Bar Supplies	261	300	87%	0	0%	300	261
166	250	67%	0	0%	Dining Room Supplies	166	250	67%	0	0%	250	166
254	250	102%	0	0%	Kitchen Supplies	254	250	102%	0	0%	250	254
77	300	26%	0	0%	Laundry/Linens	77	300	26%	0	0%	300	77
0	50	0%	0	0%	Office Supplies	0	50	0%	0	0%	50	0
379	812	47%	0	0%	Contract Cleaning	379	812	47%	0	0%	812	379
125	125	100%	0	0%	Pest Control	125	125	100%	0	0%	125	125
0	250	0%	0	0%	Repair & Maint - Equipment	0	250	0%	79	0%	250	0
150	150	100%	0	0%	Equipment Lease	150	150	100%	0	0%	150	150
0	500	0%	0	0%	Utilities - Gas	0	500	0%	0	0%	500	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
1,413	2,987	47%	0	0%	TOTAL OPERATING EXPENSES	1,413	2,987	47%	322	439%	2,987	1,413
(1,517)	959	-158%	137	-1107%	EBITDA	(1,517)	959	-158%	(185)	821%	959	(1,517)
857	857	100%	0	0%	Management Fee	857	857	100%	0	0%	857	857
857	857	100%	0	0%	Management Fees	857	857	100%	0	0%	857	857
(2,374)	102	-2328%	137	-1733%	NET INCOME	(2,374)	102	-2328%	(185)	1285%	102	(2,374)

The Golf Club at Cypress Head
Golf Shop
For the Twelve Months Ending September 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												
30	0	0%	(137)	-22%	Merchandise	30	0	0%	(137)	-22%	0	30
20	20	100%	40	50%	Handicap Fee	4,630	4,567	101%	4,889	95%	4,567	4,630
100	250	40%	190	53%	Lessons	6,271	3,931	160%	6,935	90%	3,931	6,271
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
170	200	85%	50	340%	Rental Clubs	2,850	3,042	94%	2,607	109%	3,042	2,850
4,393	3,600	122%	3,628	121%	Retail	63,885	57,514	111%	54,457	117%	57,514	63,885
4,713	4,070	116%	3,771	125%	Total Revenues	77,666	69,054	112%	68,824	113%	69,054	77,666
COST OF GOODS SOLD												
2,449	2,520	97%	2,054	119%	COGS - Merchandise	37,436	40,260	93%	36,189	103%	40,260	37,436
2,449	2,520	97%	2,054	119%	Total COGS	37,436	40,260	93%	36,189	103%	40,260	37,436
2,264	1,550	146%	1,716	132%	GROSS MARGIN	40,230	28,794	140%	32,635	123%	28,794	40,230
55.36%	70.00%	79.09%	58.85%	94.07%	COGS - Merchandise %	58.57%	70.00%	83.67%	66.62%	87.92%	70.00%	69.60%
PAYROLL												
2,057	4,093	50%	3,640	57%	Gross Payroll - Hourly	38,731	49,795	78%	47,851	81%	49,795	38,731
2,057	4,093	50%	3,640	57%	S/T Wages	38,731	49,795	78%	47,851	81%	49,795	38,731
183	313	58%	280	65%	Payroll Tax - FICA	3,069	3,812	81%	3,698	83%	3,812	3,069
8	45	17%	18	42%	Payroll Tax - UC	400	728	55%	722	55%	728	400
42	89	48%	90	47%	Payroll Tax - WC	703	1,063	66%	937	75%	1,063	703
233	447	52%	388	60%	S/T Adders	4,173	5,603	74%	5,357	78%	5,603	4,173
2,290	4,540	50%	4,028	57%	TOTAL PAYROLL	42,904	55,398	77%	53,209	81%	55,398	42,904
OPERATING EXPENSES												
0	50	0%	0	0%	Office Supplies	860	600	143%	739	116%	600	860
0	150	0%	1,094	0%	Supplies	927	1,801	51%	2,583	36%	1,801	927
0	0	0%	(480)	0%	Tournament Expense	(195)	1,174	-17%	679	-29%	1,174	(195)
559	0	0%	0	0%	Handicap Expense	4,733	4,475	106%	4,924	96%	4,475	4,733
0	75	0%	0	0%	Lesson Expense	0	965	0%	1,151	0%	965	0
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	31	0%	0	0
559	275	203%	613	91%	TOTAL OPERATING EXPENSES	6,324	9,015	70%	10,107	63%	9,015	6,324
(585)	(3,265)	18%	(2,925)	20%	EBITDA	(8,999)	(35,619)	25%	(30,680)	29%	(35,619)	(8,999)
(585)	(3,265)	18%	(2,925)	20%	NET INCOME	(8,999)	(35,619)	25%	(30,680)	29%	(35,619)	(8,999)

The Golf Club at Cypress Head
G & A
For the Twelve Months Ending September 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												
9,531	7,905	121%	7,946	120%	Gross Payroll - Salaried	102,136	94,860	108%	96,601	106%	94,860	102,136
9,531	7,905	121%	7,946	120%	S/T Wages	102,136	94,860	108%	96,601	106%	94,860	102,136
622	605	103%	669	93%	Payroll Tax - FICA	8,394	7,260	116%	8,123	103%	7,260	8,394
0	0	0%	0	0%	Payroll Tax - UC	237	291	82%	344	69%	291	237
166	173	96%	241	69%	Payroll Tax - WC	2,237	2,031	110%	2,460	91%	2,031	2,237
1,993	2,153	93%	830	240%	Benefits	20,919	24,716	85%	19,834	105%	24,716	20,919
2,781	2,931	95%	1,740	160%	S/T Adders	31,787	34,298	93%	30,761	103%	34,298	31,787
12,311	10,836	114%	9,686	127%	TOTAL PAYROLL	133,923	129,158	104%	127,363	105%	129,158	133,923
OPERATING EXPENSES												
610	216	283%	310	197%	Janitorial Supplies	3,486	4,136	84%	4,076	86%	4,136	3,486
345	91	379%	0	0%	Laundry/Uniforms	1,032	1,038	99%	142	728%	1,038	1,032
130	359	36%	623	21%	Office Supplies	2,989	3,766	79%	3,961	75%	3,766	2,989
79	91	87%	321	25%	Alarm System	3,013	1,425	211%	2,419	125%	1,425	3,013
0	340	0%	0	0%	Carpet Cleaning	0	890	0%	0	0%	890	0
461	259	178%	191	242%	Computer Service	3,085	6,912	45%	3,132	99%	6,912	3,085
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	Guest Relations	32	0	0%	135	24%	0	32
0	0	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	0	0%	1,786	0%	Repair & Maint - Equipment	3,050	1,022	298%	2,265	135%	1,022	3,050
398	0	0%	269	148%	Repair & Maint - Building	3,660	2,001	183%	3,051	120%	2,001	3,660
168	162	104%	168	100%	Off-Site Storage	2,016	1,974	102%	2,053	98%	1,974	2,016
1,941	2,249	86%	2,477	78%	Utilities - Other	28,595	25,123	114%	27,079	106%	25,123	28,595
148	150	98%	0	86871%	Utilities - Telephone/Fax	1,840	1,377	134%	1,355	136%	1,377	1,840
474	26	1823%	922	51%	Bank Charges	6,069	1,382	439%	3,271	186%	1,382	6,069
(1)	0	0%	679	0%	Cash Short/(Over)	(695)	0	0%	139	-500%	0	(695)
200	200	100%	150	133%	Cell Phone	2,100	2,475	85%	2,175	97%	2,475	2,100
2,431	2,039	119%	2,281	107%	City Surcharge R & R	39,356	39,852	99%	37,806	104%	39,852	39,356
55	0	0%	105	52%	Copier/Photocopies	710	671	106%	762	93%	671	710
1,108	1,682	66%	1,232	90%	Credit Card Discounts	24,410	27,744	88%	23,502	104%	27,744	24,410
0	0	0%	200	0%	Donations	(267)	0	0%	364	-73%	0	(267)
0	0	0%	0	0%	Dues & Subscriptions	1,039	1,109	94%	609	171%	1,109	1,039
0	0	0%	0	0%	Education & Training	150	200	75%	0	0%	200	150
47	12	394%	155	30%	Employee Relations	1,721	1,922	90%	1,805	95%	1,922	1,721
4,831	3,871	125%	3,858	125%	Insurance Expense	47,913	46,377	103%	45,711	105%	46,377	47,913
0	0	0%	0	0%	Member Relations	65	649	10%	131	49%	649	65
0	69	0%	78	0%	Messenger Service - Fedex	191	403	47%	431	44%	403	191
0	0	0%	36	0%	Miscellaneous	(36)	1,675	-2%	1,711	-2%	1,675	(36)
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	80	0%	0	0%	O/S - Legal	0	80	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	56	0	0%	0	0%	0	56
0	0	0%	0	0%	O/S - Other	350	0	0%	0	0%	0	350
558	337	166%	2,113	26%	Payroll Processing Fee	10,389	3,535	294%	6,687	155%	3,535	10,389
187	344	54%	0	0%	Postage/Shipping	938	634	148%	136	692%	634	938
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	30	(100)	-30%	(255)	-12%	(100)	30
0	0	0%	418	0%	Travel - Meals	1,709	683	250%	1,893	90%	683	1,709
715	602	119%	1,421	50%	Travel - Other	9,545	13,523	71%	9,123	105%	13,523	9,545
28	249	11%	0	0%	Employee Meals	60	669	9%	25	240%	669	60
14,883	13,398	111%	19,764	75%	TOTAL OPERATING EXPENSES	210,601	205,607	102%	197,823	106%	205,607	210,601
(27,194)	(24,234)	112%	(29,450)	92%	EBITDA	(344,523)	(334,765)	103%	(325,186)	106%	(334,765)	(344,523)
5,713	5,827	98%	5,713	100%	Management Fee	68,554	69,924	98%	70,211	98%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	68,554	69,924	98%	70,211	98%	69,924	68,554
37	98	38%	854	4%	Deprec - Mach & Equip	442	1,176	38%	1,927	23%	1,176	442
117	283	41%	6,102	2%	Deprec - Buildings	1,399	3,396	41%	9,220	15%	3,396	1,399
154	381	40%	6,956	2%	S/T DEPR. & AMORT	1,841	4,572	40%	11,147	17%	4,572	1,841
(33,061)	(30,442)	109%	(42,119)	78%	NET INCOME	(414,919)	(409,261)	101%	(406,544)	102%	(409,261)	(414,919)

The Golf Club at Cypress Head
Marketing
For the Twelve Months Ending September 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												
2,897	3,371	86%	3,469	84%	Gross Payroll - Salaried	40,753	40,452	101%	40,396	101%	40,452	40,753
2,897	3,371	86%	3,469	84%	S/T Wages	40,753	40,452	101%	40,396	101%	40,452	40,753
214	258	83%	249	86%	Payroll Tax - FICA	2,929	3,096	95%	2,901	101%	3,096	2,929
0	5	0%	0	0%	Payroll Tax - UC	115	206	56%	163	71%	206	115
53	74	71%	83	63%	Payroll Tax - WC	789	868	91%	794	99%	868	789
459	425	108%	63	724%	Benefits	5,068	4,981	102%	4,580	111%	4,981	5,068
725	762	95%	396	183%	S/T Adders	8,901	9,151	97%	8,438	105%	9,151	8,901
3,622	4,133	88%	3,865	94%	TOTAL PAYROLL	49,654	49,603	100%	48,834	102%	49,603	49,654
OPERATING EXPENSES												
1,296	1,028	126%	361	359%	Advertising & Promotion	19,428	16,247	120%	19,232	101%	16,247	19,428
2,500	500	500%	0	0%	Miscellaneous	3,400	11,616	29%	11,616	29%	11,616	3,400
0	100	0%	0	0%	Travel - Other	112	1,200	9%	402	28%	1,200	112
0	0	0%	0	0%	Website Expenses	0	4,000	0%	3,000	0%	4,000	0
3,796	1,628	233%	361	1052%	TOTAL OPERATING EXPENSES	22,941	33,063	69%	34,250	67%	33,063	22,941
(7,417)	(5,761)	129%	(4,226)	176%	EBITDA	(72,594)	(82,666)	88%	(83,084)	87%	(82,666)	(72,594)
(7,417)	(5,761)	129%	(4,226)	176%	NET INCOME	(72,594)	(82,666)	88%	(83,084)	87%	(82,666)	(72,594)

The Golf Club at Cypress Head

For the Twelve Months Ending September 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												
66,464	64,574	103%	61,403	108%	Green Fees & Cart Fees	1,146,664	1,116,089	103%	1,077,267	106%	1,116,089	1,146,664
4,423	3,600	123%	3,491	127%	Merchandise	63,915	57,514	111%	54,320	118%	57,514	63,915
290	470	62%	280	104%	Other Pro Shop	13,751	11,540	119%	14,505	85%	11,540	13,751
2,433	2,533	96%	1,873	130%	Range	35,853	34,679	103%	34,150	105%	34,679	35,853
15,788	22,150	71%	137	11524%	Food and Beverage	15,788	22,150	71%	137	11524%	22,150	15,788
2,431	2,039	119%	2,281	107%	Other Operating Revenues	39,356	39,852	99%	37,806	104%	39,852	39,356
91,829	95,366	96%	69,465	132%	TOTAL REVENUE	1,315,327	1,281,824	103%	1,218,185	108%	1,281,824	1,315,327
COST OF SALES												
2,449	2,520	97%	2,054	119%	Merchandise	37,436	40,260	93%	36,189	103%	40,260	37,436
6,042	7,354	82%	0	0%	Food & Beverage	6,042	7,354	82%	0	0%	7,354	6,042
8,491	9,874	86%	2,054	413%	TOTAL COGS	43,478	47,614	91%	36,189	120%	47,614	43,478
55.4%	70.0%	79.1%	58.9%	94.1%	COGS - Merchandise %	58.6%	70.0%	83.7%	66.6%	87.9%	70.0%	699.6%
38.3%	33.2%	115.3%	0.0%	0.0%	COGS - Food %	38.3%	33.2%	115.3%	0.0%	0.0%	33.2%	38.3%
PAYROLL												
27,005	29,016	93%	27,015	100%	Course and Grounds	341,675	351,366	97%	339,558	101%	351,366	341,675
5,711	6,764	84%	6,198	92%	Carts, Range, Starters, Etc.	86,435	92,546	93%	81,091	107%	92,546	86,435
2,290	4,540	50%	4,026	57%	Pro Shop	42,904	55,398	77%	53,209	81%	55,398	42,904
9,850	10,850	91%	0	0%	Food and Beverage	9,850	10,850	91%	0	0%	10,850	9,850
12,311	10,836	114%	9,686	127%	General and Administrative	133,923	129,158	104%	127,363	105%	129,158	133,923
3,622	4,133	88%	3,865	94%	Marketing	49,654	49,603	100%	48,834	102%	49,603	49,654
60,789	66,139	92%	50,792	120%	TOTAL PAYROLL	664,441	688,921	96%	650,054	102%	688,921	664,441
OPERATING EXPENSES												
18,273	14,625	125%	39,088	47%	Course and Grounds	252,335	212,591	119%	247,630	102%	212,591	252,335
6,236	6,667	94%	6,572	95%	Carts, Range, Starters, Etc.	80,327	85,302	94%	80,708	100%	85,302	80,327
559	275	203%	613	91%	Pro Shop	6,324	9,015	70%	10,107	63%	9,015	6,324
1,413	2,987	47%	0	0%	Food and Beverage	1,413	2,987	47%	322	439%	2,987	1,413
14,883	13,398	111%	19,764	75%	General and Administrative	210,601	205,607	102%	197,823	106%	205,607	210,601
3,796	1,628	233%	361	1052%	Marketing	22,941	33,063	69%	34,250	67%	33,063	22,941
45,159	39,580	114%	66,399	68%	TOTAL OPERATING EXPENSES	573,941	548,565	105%	570,840	101%	548,565	573,941
114,440	115,593	99%	119,246	96%	TOTAL EXPENSES	1,281,860	1,285,100	100%	1,257,084	102%	1,285,100	1,281,860
(22,611)	(20,227)	112%	(49,781)	45%	EBITDA	33,466	(3,276)	-1022%	(38,899)	-86%	(3,276)	33,466

The Golf Club at Cypress Head

For the Twelve Months Ending September 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	
(22,611)	(20,227)	112%	(49,781)	45%	EBITDA	33,466	(3,276)	-1022%	(38,899)	-86%	(3,276)	33,466
(6,570)	(6,684)	98%	(5,713)	115%	MANAGEMENT FEES	(69,411)	(70,781)	98%	(70,211)	99%	(70,781)	(69,411)
					OTHER INCOME (EXPENSE)							
(154)	(381)	40%	(6,956)	2%	Depreciation & Amortization	(1,841)	(4,572)	40%	(11,147)	17%	(4,572)	(1,841)
(154)	(381)	40%	(6,956)	2%	TOTAL OTHER INCOME (EXPENSE)	(1,841)	(4,572)	40%	(11,147)	17%	(4,572)	(1,841)
(29,334)	(27,292)	107%	(62,450)	47%	NET INCOME	(37,786)	(78,629)	48%	(120,257)	31%	(78,629)	(37,786)
2,290	2,450	93%	1,922	119%	Paid Rounds	36,904	38,696	95%	34,878	106%	38,696	36,904
471	268	176%	604	78%	Annual Pass Rounds	8,095	5,051	160%	8,657	94%	5,051	8,095
168	150	112%	198	85%	Other Rounds	2,719	2,812	97%	2,437	112%	2,812	2,719
2,929	2,868	102%	2,724	108%	Total Rounds	47,718	46,559	102%	45,972	104%	46,559	47,718
40	39	103%	36	111%	Revenue/Paid Rounds	36	33	108%	35	102%	33	426
31	33	94%	26	123%	Revenue/Total Rounds	28	28	100%	26	104%	28	328

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 9/30/2017

Date: 9/1/2017

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	\$54,417.40	\$258,659.60	\$121,687.41	\$136,972.19	\$191,389.59
	10050-5950-900	Cash - Course Payroll BMO	\$22,923.81	\$45,861.16	\$46,804.77	(\$943.61)	\$21,980.20
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$95.00	\$95.00	\$0.00	\$0.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	10200-5950-900	Cash - F&B Bank	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
	11160-5950-900	A/R Member	\$3,213.40	\$268,399.81	\$172,956.28	\$95,443.53	\$98,656.93
	12000-5950-900	Inventory - Merchandise	\$15,260.58	\$818.51	\$2,684.91	(\$1,866.40)	\$13,394.18
	12180-5950-900	Inventory - Food	\$0.00	\$5,302.65	\$2,632.13	\$2,670.52	\$2,670.52
	12200-5950-900	Inventory - Beverage	\$0.00	\$749.64	\$8.50	\$741.14	\$741.14
	12220-5950-900	Inventory - Beer	\$1,115.50	\$4,085.88	\$3,563.56	\$522.32	\$1,637.82
	12240-5950-900	Inventory - Liquor	\$0.00	\$3,911.86	\$1,732.50	\$2,179.36	\$2,179.36
	12260-5950-900	Inventory - Wine	\$0.00	\$858.11	\$98.99	\$759.12	\$759.12
	13020-5950-900	Prepaid Insurance	\$11,914.96	\$21,059.42	\$11,969.53	\$9,089.89	\$21,004.85
	13040-5950-900	Prepaid Exp - Other	\$7,355.96	\$1,778.57	\$6,076.03	(\$4,297.46)	\$3,058.50
	13480-5950-900	Deposit - Vendors	\$0.00	\$3,000.00	\$0.00	\$3,000.00	\$3,000.00
	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	(\$3,457.79)	\$0.00	\$36.87	(\$36.87)	(\$3,494.66)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,466.37)	\$0.00	\$116.74	(\$116.74)	(\$22,583.11)
	30000-5950-900	Accts Pay - Trade	(\$15,427.93)	\$107,945.03	\$117,095.78	(\$9,150.75)	(\$24,578.68)
	30040-5950-900	Accts Pay - Other	(\$33,540.96)	\$10,524.23	\$35,809.09	(\$25,284.86)	(\$58,825.82)
	31000-5950-900	Accrued Expenses	(\$1,062.24)	\$1,062.24	\$4,039.81	(\$2,977.57)	(\$4,039.81)
	31020-5950-900	Accrued Payroll	(\$22,691.01)	\$39,574.12	\$45,002.53	(\$5,428.41)	(\$28,119.42)
	31080-5950-900	Accrued Tips Payable	(\$85.50)	\$132.00	\$140.00	(\$8.00)	(\$93.50)
	31220-5950-900	Accrued Sales Tax	(\$3,234.47)	\$3,318.52	\$13,400.90	(\$10,082.38)	(\$13,316.85)
	31240-5950-900	Accrued Annual Sales Tax	\$0.00	\$9,255.91	\$15,226.83	(\$5,970.92)	(\$5,970.92)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,431.31	\$2,431.31	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,784.60)	\$777.57	\$357.96	\$419.61	(\$2,364.99)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$4,521.74)	\$4,977.87	\$14,147.67	(\$9,169.80)	(\$13,691.54)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$4,964.12)	\$10,083.44	\$62,352.64	(\$52,269.20)	(\$57,233.32)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$4,846.77)	\$13,492.59	\$64,640.74	(\$51,148.15)	(\$55,994.92)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$18,273.54)	\$560.34	\$348.92	\$211.42	(\$18,062.12)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,545.10)	\$841.60	\$541.78	\$299.82	(\$14,245.28)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$9,139.11)	\$11,939.11	\$114,800.00	(\$102,860.89)	(\$112,000.00)
	32180-5950-900	Deferred Rev - Package Deposits	(\$1,087.85)	\$1,087.85	\$0.00	\$1,087.85	\$0.00
	32220-5950-900	Deferred Rev - Founders Pass	(\$98.51)	\$98.51	\$1,217.24	(\$1,118.73)	(\$1,217.24)
	49020-5950-900	Retained Earnings - Current	\$1.12	\$0.00	\$0.00	\$0.00	\$1.12
	50000-5950-100	Green Fees - Annual Pass	(\$108,488.29)	\$0.00	\$9,909.40	(\$9,909.40)	(\$118,397.69)
	50040-5950-100	Green Fees - Member	(\$486,965.77)	\$0.00	\$25,889.88	(\$25,889.88)	(\$512,855.65)
	50070-5950-100	Green Fees - (surcharge)	(\$36,826.96)	\$2,431.31	\$4,862.62	(\$2,431.31)	(\$39,258.27)
	50500-5950-200	Cart Fee 18	(\$347,658.37)	\$0.00	\$19,094.51	(\$19,094.51)	(\$366,752.88)
	50520-5950-200	Cart Fee - Annual Trail	(\$100,260.31)	\$0.00	\$9,139.11	(\$9,139.11)	(\$109,399.42)
	52090-5950-600	Handicap Fee	(\$4,610.00)	\$0.00	\$20.00	(\$20.00)	(\$4,630.00)
	52120-5950-600	Ladies Outerwear	\$0.00	\$0.00	\$30.00	(\$30.00)	(\$30.00)
	52150-5950-600	Lessons	(\$6,170.98)	\$0.00	\$100.00	(\$100.00)	(\$6,270.98)
	52280-5950-600	Rental Clubs	(\$2,680.00)	\$0.00	\$170.00	(\$170.00)	(\$2,850.00)
	52310-5950-600	Retail	(\$59,491.63)	\$0.00	\$4,393.18	(\$4,393.18)	(\$63,884.81)
	53050-5950-220	Range Pass Revenue	(\$33,419.82)	\$0.00	\$2,432.72	(\$2,432.72)	(\$35,852.54)
	54000-5950-540	Food	\$0.00	\$126.48	\$6,972.71	(\$6,846.23)	(\$6,846.23)
	54030-5950-540	Beverage	\$0.00	\$0.00	\$1,550.66	(\$1,550.66)	(\$1,550.66)
	54060-5950-540	Beer	\$0.00	\$0.00	\$5,520.61	(\$5,520.61)	(\$5,520.61)
	54090-5950-540	Liquor	\$0.00	\$0.00	\$1,546.07	(\$1,546.07)	(\$1,546.07)
	54120-5950-540	Wine	\$0.00	\$0.00	\$324.30	(\$324.30)	(\$324.30)
	56120-5950-100	City Surcharge R & R	(\$36,925.08)	\$0.00	\$2,431.31	(\$2,431.31)	(\$39,356.39)
	60000-5950-600	COGS - Merchandise - Accessories	\$34,987.19	\$2,448.89	\$0.00	\$2,448.89	\$37,436.08

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61000-5950-540	COGS - Food	\$0.00	\$2,568.53	\$0.00	\$2,568.53	\$2,568.53
	61010-5950-540	COGS - Beverage	\$0.00	\$0.00	\$2.43	(\$2.43)	(\$2.43)
	61020-5950-540	COGS - Beer	\$0.00	\$2,668.66	\$0.00	\$2,668.66	\$2,668.66
	61030-5950-540	COGS - Liquor	\$0.00	\$708.56	\$0.00	\$708.56	\$708.56
	61040-5950-540	COGS - Wine	\$0.00	\$98.99	\$0.00	\$98.99	\$98.99
	70000-5950-100	Gross Payroll - Salaried	\$82,543.71	\$11,247.02	\$4,523.50	\$6,723.52	\$89,267.23
	70000-5950-900	Gross Payroll - Salaried	\$92,605.58	\$19,539.59	\$10,009.09	\$9,530.50	\$102,136.08
	70000-5950-950	Gross Payroll - Salaried	\$37,855.88	\$5,817.12	\$2,920.38	\$2,896.74	\$40,752.62
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$0.00	\$7,142.86	\$2,142.86	\$5,000.00	\$5,000.00
	70010-5950-100	Gross Payroll - Hourly	\$170,358.78	\$30,859.43	\$14,727.50	\$16,131.93	\$186,490.71
	70010-5950-200	Gross Payroll - Hourly	\$72,513.56	\$9,213.15	\$4,075.71	\$5,137.44	\$77,651.00
	70010-5950-600	Gross Payroll - Hourly	\$36,673.99	\$4,510.58	\$2,453.34	\$2,057.24	\$38,731.23
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$0.00	\$6,107.53	\$2,350.33	\$3,757.20	\$3,757.20
	71000-5950-100	Payroll Tax - FICA	\$18,318.56	\$2,686.78	\$1,193.98	\$1,492.80	\$19,811.36
	71000-5950-200	Payroll Tax - FICA	\$5,705.00	\$711.91	\$311.12	\$400.79	\$6,105.79
	71000-5950-540	Payroll Tax - FICA	\$0.00	\$1,200.57	\$332.81	\$867.76	\$867.76
	71000-5950-600	Payroll Tax - FICA	\$2,886.60	\$337.58	\$154.69	\$182.89	\$3,069.49
	71000-5950-900	Payroll Tax - FICA	\$7,772.14	\$1,136.42	\$514.82	\$621.60	\$8,393.74
	71000-5950-950	Payroll Tax - FICA	\$2,715.25	\$384.47	\$170.87	\$213.60	\$2,928.85
	71010-5950-100	Payroll Tax - UC	\$1,976.05	\$63.03	\$0.00	\$63.03	\$2,039.08
	71010-5950-200	Payroll Tax - UC	\$1,094.11	\$70.74	\$0.00	\$70.74	\$1,164.85
	71010-5950-540	Payroll Tax - UC	\$0.00	\$94.72	\$0.00	\$94.72	\$94.72
	71010-5950-600	Payroll Tax - UC	\$392.87	\$7.52	\$0.00	\$7.52	\$400.39
	71010-5950-900	Payroll Tax - UC	\$237.18	\$0.00	\$0.00	\$0.00	\$237.18
	71010-5950-950	Payroll Tax - UC	\$114.92	\$0.00	\$0.00	\$0.00	\$114.92
	71020-5950-100	Payroll Tax - WC	\$4,586.40	\$342.48	\$0.00	\$342.48	\$4,928.88
	71020-5950-200	Payroll Tax - WC	\$1,328.06	\$94.18	\$0.00	\$94.18	\$1,422.24
	71020-5950-540	Payroll Tax - WC	\$0.00	\$130.43	\$0.00	\$130.43	\$130.43
	71020-5950-600	Payroll Tax - WC	\$660.77	\$42.33	\$0.00	\$42.33	\$703.10
	71020-5950-900	Payroll Tax - WC	\$2,071.07	\$165.81	\$0.00	\$165.81	\$2,236.88
	71020-5950-950	Payroll Tax - WC	\$736.26	\$52.68	\$0.00	\$52.68	\$788.94
	71030-5950-100	Benefits	\$36,886.42	\$4,459.76	\$2,208.43	\$2,251.33	\$39,137.75
	71030-5950-200	Benefits	\$83.04	\$47.91	\$39.66	\$8.25	\$91.29
	71030-5950-900	Benefits	\$18,925.60	\$3,223.35	\$1,229.98	\$1,993.37	\$20,918.97
	71030-5950-950	Benefits	\$4,609.71	\$818.61	\$360.08	\$458.53	\$5,068.24
	80050-5950-540	Bar Supplies	\$0.00	\$261.34	\$0.00	\$261.34	\$261.34
	80110-5950-200	Cart Supplies	\$1,776.01	\$0.00	\$0.00	\$0.00	\$1,776.01
	80170-5950-100	Course Accessories	\$4,314.39	\$0.00	\$0.00	\$0.00	\$4,314.39
	80190-5950-540	Dining Room Supplies	\$0.00	\$166.39	\$0.00	\$166.39	\$166.39
	80230-5950-100	Fertilizer	\$28,134.64	\$155.00	\$0.00	\$155.00	\$28,289.64
	80270-5950-100	Fuel	\$9,920.04	\$2,911.17	\$0.00	\$2,911.17	\$12,831.21
	80280-5950-100	Fungicides	\$4,900.26	\$312.90	\$0.00	\$312.90	\$5,213.16
	80320-5950-100	Herbicides	\$16,332.45	\$1,803.26	\$0.00	\$1,803.26	\$18,135.71
	80370-5950-100	Insecticides	\$31,575.89	\$167.32	\$0.00	\$167.32	\$31,743.21
	80380-5950-900	Janitorial Supplies	\$2,875.41	\$610.28	\$0.00	\$610.28	\$3,485.69
	80390-5950-540	Kitchen Supplies	\$0.00	\$254.06	\$0.00	\$254.06	\$254.06
	80410-5950-540	Laundry/Linens	\$0.00	\$77.00	\$0.00	\$77.00	\$77.00
	80420-5950-900	Laundry/Uniforms	\$686.81	\$344.90	\$0.00	\$344.90	\$1,031.71
	80520-5950-600	Office Supplies	\$860.32	\$0.00	\$0.00	\$0.00	\$860.32
	80520-5950-900	Office Supplies	\$2,858.32	\$233.43	\$102.97	\$130.46	\$2,988.78
	80610-5950-220	Range Balls	\$2,515.00	\$0.00	\$0.00	\$0.00	\$2,515.00
	80620-5950-220	Range Equipment	\$1,165.34	\$0.00	\$0.00	\$0.00	\$1,165.34
	80690-5950-100	Sand/Topdress	\$9,029.18	\$0.00	\$0.00	\$0.00	\$9,029.18
	80710-5950-100	Seeds/Trees	\$4,400.00	\$0.00	\$0.00	\$0.00	\$4,400.00
	80730-5950-100	Small Tools	\$1,261.40	\$138.35	\$0.00	\$138.35	\$1,399.75
	80770-5950-100	Staff/Volunteer Uniforms	\$0.00	\$800.00	\$0.00	\$800.00	\$800.00
	80780-5950-600	Supplies	\$927.00	\$0.00	\$0.00	\$0.00	\$927.00
	80810-5950-600	Tournament Expense	(\$195.46)	\$439.81	\$439.81	\$0.00	(\$195.46)
	81010-5950-900	Alarm System	\$2,933.50	\$158.00	\$79.00	\$79.00	\$3,012.50
	81090-5950-200	Cart Repairs	\$33.11	\$0.00	\$0.00	\$0.00	\$33.11
	81130-5950-900	Computer Service	\$2,624.95	\$611.97	\$151.47	\$460.50	\$3,085.45
	81140-5950-540	Contract Cleaning - Tavern	\$0.00	\$378.93	\$0.00	\$378.93	\$378.93
	81200-5950-900	Guest Relations	\$31.94	\$0.00	\$0.00	\$0.00	\$31.94

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81220-5950-600	Handicap Expense	\$4,173.50	\$559.00	\$0.00	\$559.00	\$4,732.50
	81250-5950-100	Irrigation	\$5,759.74	\$13.03	\$0.00	\$13.03	\$5,772.77
	81300-5950-540	Pest Control- Tavern	\$0.00	\$125.00	\$0.00	\$125.00	\$125.00
	81350-5950-100	Repair & Maint - Equipment	\$24,346.05	\$1,863.19	\$0.00	\$1,863.19	\$26,209.24
	81350-5950-900	Repair & Maint - Equipment	\$3,050.12	\$0.00	\$0.00	\$0.00	\$3,050.12
	81360-5950-100	Repair & Maint - Building	\$10.42	\$0.00	\$0.00	\$0.00	\$10.42
	81360-5950-900	Repair & Maint - Building	\$3,261.97	\$397.94	\$0.00	\$397.94	\$3,659.91
	82000-5950-200	Cart Lease	\$58,912.37	\$5,355.67	\$0.00	\$5,355.67	\$64,268.04
	82020-5950-100	Equipment Lease	\$53,748.75	\$4,886.25	\$0.00	\$4,886.25	\$58,635.00
	82020-5950-540	Equipment Lease	\$0.00	\$150.00	\$0.00	\$150.00	\$150.00
	82060-5950-900	Off-Site Storage	\$1,848.00	\$168.00	\$0.00	\$168.00	\$2,016.00
	83000-5950-100	Utilities - Electric	\$2,530.05	\$271.87	\$0.00	\$271.87	\$2,801.92
	83000-5950-200	Utilities - Electric	\$9,689.31	\$880.58	\$0.00	\$880.58	\$10,569.89
	83020-5950-100	Utilities - Other	\$23,760.91	\$827.00	\$0.00	\$827.00	\$24,587.91
	83020-5950-900	Utilities - Other	\$26,653.67	\$1,940.97	\$0.00	\$1,940.97	\$28,594.64
	83030-5950-100	Utilities - Telephone/Fax	\$1,104.46	\$101.74	\$0.00	\$101.74	\$1,206.20
	83030-5950-900	Utilities - Telephone/Fax	\$1,692.21	\$147.68	\$0.00	\$147.68	\$1,839.89
	83050-5950-100	Utilities - Water	\$2,839.07	\$228.01	\$0.00	\$228.01	\$3,067.08
	84030-5950-950	Adv/Promo - Local/Regional Print	\$1,800.00	\$0.00	\$0.00	\$0.00	\$1,800.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$14,232.49	\$1,295.73	\$0.00	\$1,295.73	\$15,528.22
	84110-5950-950	Adv/Promo - Website	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00
	85020-5950-900	Bank Charges	\$5,595.08	\$473.98	\$0.00	\$473.98	\$6,069.06
	85050-5950-900	Cash Short/(Over)	(\$694.32)	\$824.43	\$825.49	(\$1.06)	(\$695.38)
	85060-5950-900	Cell Phone	\$1,900.00	\$200.00	\$0.00	\$200.00	\$2,100.00
	85070-5950-900	City Surcharge R & R	\$36,925.08	\$2,431.31	\$0.00	\$2,431.31	\$39,356.39
	85110-5950-900	Copier/Photocopies	\$655.52	\$54.87	\$0.00	\$54.87	\$710.39
	85120-5950-900	Credit Card Discounts	\$23,301.65	\$1,108.00	\$0.00	\$1,108.00	\$24,409.65
	85140-5950-900	Donations	(\$266.95)	\$899.00	\$899.00	\$0.00	(\$266.95)
	85150-5950-900	Dues & Subscriptions	\$1,039.00	\$0.00	\$0.00	\$0.00	\$1,039.00
	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	\$1,673.78	\$47.23	\$0.00	\$47.23	\$1,721.01
	85200-5950-100	Employee Testing	\$419.90	\$193.45	\$0.00	\$193.45	\$613.35
	85280-5950-900	Insurance Expense	\$43,081.71	\$5,893.50	\$1,062.24	\$4,831.26	\$47,912.97
	85320-5950-900	Member Relations	\$64.50	\$0.00	\$0.00	\$0.00	\$64.50
	85330-5950-900	Messenger Service - Fedex	\$191.27	\$0.00	\$0.00	\$0.00	\$191.27
	85340-5950-900	Miscellaneous	(\$35.64)	\$0.00	\$0.00	\$0.00	(\$35.64)
	85340-5950-950	Miscellaneous	\$900.00	\$2,500.00	\$0.00	\$2,500.00	\$3,400.00
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85420-5950-900	O/S - Legal-Mgmt Contracts	\$56.00	\$0.00	\$0.00	\$0.00	\$56.00
	85430-5950-100	O/S - Other	\$9,000.00	\$3,600.00	\$0.00	\$3,600.00	\$12,600.00
	85430-5950-900	O/S - Other	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00
	85480-5950-900	Payroll Processing Fee	\$9,831.21	\$690.47	\$132.71	\$557.76	\$10,388.97
	85490-5950-900	Postage/Shipping	\$751.51	\$186.69	\$0.00	\$186.69	\$938.20
	85610-5950-100	Tax/Licenses/Fees	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
	85610-5950-900	Tax/Licenses/Fees	\$60.00	\$0.00	\$30.00	(\$30.00)	\$30.00
	85710-5950-900	Travel - Meals	\$1,709.36	\$0.00	\$0.00	\$0.00	\$1,709.36
	85720-5950-900	Travel - Other	\$8,829.99	\$715.31	\$0.00	\$715.31	\$9,545.30
	85720-5950-950	Travel - Other	\$112.32	\$0.00	\$0.00	\$0.00	\$112.32
	89020-5950-900	Employee Meals	\$31.97	\$27.94	\$0.00	\$27.94	\$59.91
	90000-5950-540	Management Fee - Tavern	\$0.00	\$856.93	\$0.00	\$856.93	\$856.93
	90000-5950-900	Management Fee	\$62,841.35	\$11,425.70	\$5,712.85	\$5,712.85	\$68,554.20
	98020-5950-900	Deprec - Mach & Equip	\$405.57	\$36.87	\$0.00	\$36.87	\$442.44
	98040-5950-900	Deprec - Buildings	\$1,282.14	\$116.74	\$0.00	\$116.74	\$1,398.88
	RCMWD-5950-100	Rounds - Complimentary - Weekday	11,530.00	90.00	0.00	90.00	11,620.00
	REMWd-5950-100	Rounds - Employee - Weekday	17,727.00	78.00	0.00	78.00	17,805.00
	RMBWD-5950-100	Rounds - Member - Weekday	64,328.00	471.00	0.00	471.00	64,799.00
	RPKWD-5950-100	Rounds - Peak - Weekday	336,755.00	2,290.00	0.00	2,290.00	339,045.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	179	\$0.00	\$1,015,560.62	\$1,015,560.62	\$0.00	\$0.00



October 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 September 2017 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date. The Food & Beverage numbers are on a separate table below.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING September 2017								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 38,231	\$ 39,007	\$ (776)		\$ 670,512	\$ 646,060	\$ 616,561	\$ 24,452
Cart Fees	\$ 28,234	\$ 25,587	\$ 2,647		\$ 476,152	\$ 470,029	\$ 460,706	\$ 6,123
Range	\$ 2,433	\$ 2,533	\$ (100)		\$ 35,853	\$ 34,679	\$ 32,278	\$ 1,174
Pro- Shop Revenues	\$ 4,713	\$ 4,070	\$ 643		\$ 77,666	\$ 69,054	\$ 68,825	\$ 8,612
City Surcharge R/R	\$ 2,431	\$ 2,039	\$ 392		\$ 39,256	\$ 39,852	\$ 37,806	\$ (596)
Total Revenue	\$ 76,042	\$ 73,236	\$ 2,806		\$ 1,299,439	\$ 1,259,674	\$ 1,216,176	\$ 39,765
Cost of Sales	\$ 2,449	\$ 2,520	\$ (71)		\$ 37,436	\$ 40,260	\$ 36,189	\$ (2,824)
Merchandise	\$ 2,449	\$ 2,520	\$ (71)	55%	\$ 37,436	\$ 40,260	\$ 36,189	\$ (2,824) 58%
Gross Margin	\$ 73,593	\$ 70,716	\$ 2,877		\$ 1,262,003	\$ 1,219,414	\$ 1,179,987	\$ 42,589
Total Payroll	\$ 50,939	\$ 55,289	\$ (4,350)		\$ 654,591	\$ 678,071	\$ 650,054	\$ (23,480)
Total Operating Expenses	\$ 43,746	\$ 36,593	\$ 7,153		\$ 572,528	\$ 545,578	\$ 570,840	\$ 26,950
Net Operating Income	\$ (21,094)	\$ (21,186)	\$ 92		\$ 34,983	\$ (2,217)	\$ (38,899)	\$ 37,200
Other Expenses	\$ 5,713	\$ 6,208	\$ (495)		\$ 70,395	\$ 74,496	\$ 81,358	\$ (4,101)
Management Fee	\$ 5,713	\$ 5,827	\$ (114)		\$ 68,554	\$ 69,924	\$ 70,211	\$ (1,370)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	.	\$ 381	\$ 545		\$ 1,841	\$ 4,572	\$ 11,147	\$ (2,731)
Net Cash From Ops	\$ (26,807)	\$ (27,394)	\$ 587		\$ (35,412)	\$ (76,713)	\$ (120,257)	\$ 41,301
Rounds								
Total Rounds	2,929	2,868	61		47,718	46,559	45,972	1,159
Paid Rounds	2,761	2,718	43		44,999	43,747	43,535	1,252
Avg. GF/CF Total rounds	\$22.69	\$22.52	\$ 0.17		\$24.03	\$23.97	\$23.43	\$ 0.06
Avg. GF/CF Paid rounds	\$24.07	\$23.77	\$ 0.31		\$25.48	\$25.51	\$24.74	\$ (0.03)
Avg. Merchandise/round	\$1.61	\$1.42	\$ 0.19		\$1.63	\$1.48	\$1.50	\$ 0.14

Overview:

- Overall golf revenues for September finished at \$76,042 versus a budgeted amount of \$73,236. The range revenue was \$2,433 compared to the budgeted amount of \$2,533 for the month. The pro shop and merchandise sales were \$643 over the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$4,350. This was as a result of monitoring labor costs during closed days.
- Our operating expenses finished at \$43,746 versus a budgeted amount of \$36,593 for the month. The cost of fuel, repair costs of machinery and purchase of much needed replacement of tee markers were responsible for the difference.
- The rains have continued throughout the month of September. Hurricane Irma made an appearance and dropped over 8 inches of rain on our area with Category 3 force winds. As a result of the Hurricane we were closed for 5 days and forced to operate under cart path only restrictions for another 4 days to avoid damaging the turf. This unfortunately reduces the amount of players and rounds due to an older population who will not play with limited access to the course.
- The month of September is the final month in our fiscal year 2016-2017 with the revenues being ahead of budget by \$39,765 as we continued to offer outstanding customer service and excellent course conditions. Total payroll YTD is under the projected budget by \$23,480 with total expenses being over budget by \$26,950. During the year we continued to monitor labor costs to help offset any increases in operational expenses.
- **The fiscal year ended on September 30th with a \$41,301 gain over the 2017 budget.**

Food & Beverage:

The following is the financial and operational summary report for Food & Beverage for the month of September 2017 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR F&B MONTH ENDING SEPTEMBER 2017							
	Current				Year to Date		
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Food & Beverage	\$ 8,397	\$ 13,200	\$ (4,803)		\$ 8,397	\$ 13,200	\$ (4,803)
Beer	\$ 5,521	\$ 5,000	\$ 521		\$ 5,521	\$ 5,000	\$ 521
Liquor	\$ 1,546	\$ 3,200	\$ (1,654)		\$ 1,546	\$ 3,200	\$ (1,654)
Wine	\$ 324	\$ 750	\$ (426)		\$ 324	\$ 750	\$ (426)
Total Revenue	\$ 15,788	\$ 22,150	\$ (6,362)		\$ 15,788	\$ 22,150	\$ (6,362)
Cost of Sales	\$ 6,042	\$ 7,354	\$ (1,312)		\$ 3,042	\$ 7,354	\$ (4,312)
Merchandise	\$ 6,042	\$ 7,354	\$ (1,312)		\$ 3,042	\$ 7,354	\$ (4,312)
Gross Margin	\$ 9,746	\$ 14,796	\$ (5,050)		\$ 12,746	\$ 14,796	\$ (2,050)
Total Payroll	\$ 9,850	\$ 10,850	\$ (1,000)		\$ 9,850	\$ 10,850	\$ (1,000)
Total Operating Expenses	\$ 1,413	\$ 2,987	\$ (1,574)		\$ 1,413	\$ 2,987	\$ (1,574)
Net Operating Income	\$ (1,517)	\$ 959	\$ (2,476)		\$ (1,517)	\$ 959	\$ (2,476)
Other Expenses	\$ 857	\$ 857	\$ -		\$ 857	\$ 857	\$ -
Management Fee	\$ 857	\$ 857	\$ -		\$ 857	\$ 857	\$ -
Net Cash From Ops	\$ (2,374)	\$ 102	\$ (2,476)		\$ (2,374)	\$ 102	\$ (2,476)

- On September 1st we took over the operation of the New Tavern Restaurant to serve the golfing public as well as our local community. Don Burke has been instrumental in organizing our food and beverage staff and we have been able to offer a variety of menu items with multiple beverage options. We will continue to operate the Tavern until a new operator can be identified.
- Revenues in September were not realized due to the fact that Hurricane Irma caused the property to be closed for 5 days. Payroll was under budget as well as operating expenses for the month.

R&R Projects:

- There were no projects for the month of September.

Tee Sheet Activity:

- There were 2,929 total rounds for the month which included 2,290 paid rounds, 471 Annual with Cypress Pass member rounds and 168 other rounds. The round type for the month included 2,857 eighteen hole rounds and 541 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.

September 2017 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2290	2450	1922	36904	34878
Annual	471	268	604	8095	8657
Other rounds	168	150	198	2719	2437
Total Rounds	2929	3589	2724	47718	45972

Departmental Summaries:**Course & Grounds/Range**

- Due to Hurricane Irma in September, the regular schedule involving the mowing patterns for the golf course was again affected. Some of the areas that were very wet could not sustain the equipment and in order to prevent any damage to the course or the equipment our capabilities to mow were limited. The storm did create a large amount of debris and has required extra labor hours to re-open the course. The team did a remarkable job in getting the course operational as quickly as possible.

- An application of pre-emergent was applied to fairways to control winter weed growth. A foliar application of nutrients was distributed on the tees, greens and fairways. A granular application of fertilizer was applied to all putting surfaces. Insecticides were applied to the putting surfaces and spot treated on specific areas of the golf course to control worms and mole crickets.
- The putting surfaces were rolled multiple times to help maintain smoothness and improve the speed of the putting surfaces.
- The maintenance team is continuing with ongoing projects on the golf course involving edging tee sign marker beds, sand bunkers and cart paths.
- We have an agronomic plan for the upcoming fiscal year 2017-2018 which includes a continuation of fertilizer applications, insecticides and pre-emergent for weed control. All the par three teeing areas as well as the driving range will be over seeded with rye grass to help control damage to those areas during the winter months.

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 Horn Legend, Footjoy, Titleist, Callaway, Bridgestone, Bermuda Sands, Ahead headwear and St Andrews products. There was \$391 in gift card sales purchased for the month as well as over \$4,713 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. In conjunction with the Kemper Sports Player Development initiatives, we offered a Golf Get Ready program for all levels of golfers from beginners to skilled players.
- Cypress Head passes were made available for sale and renewals during the month and will be active for the fiscal year 2017-2018.

- The MGA and the WGA will be continuing their league play during the upcoming season however our twilight summer leagues will be ending play as we move towards daylight savings time. The leagues have been well attended and we expect more participants as the winter visitors from the northern climates return to Florida. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes and with the opening of the New Tavern Restaurant, they are now able to remain here at the clubhouse for their dinner and cocktails.
- We have continued to offer junior clinics on Saturday mornings during September and will maintain that schedule for the upcoming months.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is focusing on booking tournament events for the upcoming season. We received recognition from the News-Journal that Cypress Head Golf Club was voted the **"Best of the Best"** along with **"Best golf course in Volusia County"** and **"Best golf shop in Volusia County"**.
- 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 10,000 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.
- We hosted the All about Kaeleigh tournament. These events help to increase our presence in the community.
- We continue to promote the golf course on various social media platforms such as Facebook, twitter and Instagram.

Mindshare Reviews and Comments:

Detail Report

Report run: 10/23/2017 9:09 AM MDT
Data current as of: 10/23/2017 9:09 AM MDT



REPORT CRITERIA

Date of Survey	9/1/17 - 9/30/17
Select level:	Cypress Head

Number of Surveys: 20

#	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					8.7	9.4	8.2	9.3	8.7	60.0	8.7		
Cypress Head					8.7	9.4	8.2	9.3	8.7	60.0	8.7		
Golf					8.7	9.4	8.2	9.3	8.7	60.0	8.7		

- There were over 300 questionnaires mailed out to players during September with an overall rating for the golf course receiving an 8.7. We also received a recommended rating of 8.7 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.

Detail Report

Report run: 10/23/2017 9:14 AM MDT
Data current as of: 10/23/2017 9:14 AM MDT

REPORT CRITERIA

Date of Survey	10/1/16 - 9/30/17
Select level:	Cypress Head

Number of Surveys: 341

#	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					9.0	9.4	8.4	8.4	9.2	74.8	9.0		
Cypress Head					9.0	9.4	8.4	8.4	9.2	74.8	9.0		
Golf					9.0	9.4	8.4	8.4	9.2	74.8	9.0		

- The report summary for the fiscal year from October 2016 to September 2017 were as follows:
There were 341 questionnaires returned with an overall rating for the golf course receiving a 9.0; a recommended rating of 9.2 and our service rating is 9.4.
- The entire team has strived to offer the best in class services regarding course conditioning, customer service and a quality experience for each and every one of our customers.

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:

- Our entire team has been excited about re-opening the New Tavern Restaurant and being able to serve the needs of our community and our golfers. We have been able to book multiple parties and events for the banquet facility and we expect to see an increase in Holiday parties as well. Don Burke has been an instrumental part of our team in coordinating Food & Beverage services.
- Cypress Head is pleased to be hosting several fundraising tournaments during the next few months.
- Our staff continues to work together in providing the best in class service to all of the guests.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Jody Graham

Regional Operating Executive
KemperSports Management



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: No

SUBJECT: (H15) Second Reading - Ordinance No. 2017-30 – Rezoning/3518 Nova Road, Case No. 17-60000002

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-30, to rezone ±1-acre from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC).

SUMMARY: Planning Commission Action (9/28/17): Recommended Approval

The proposed rezoning would change the subject property from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC) for a ±1-acre property located at 3518 Nova Road.

The ±1-acre property is currently zoned Moderate Density Multifamily Residential (R-3M) and is developed with a furniture retail store (Littlefield Furniture and Bedding). A building permit was issued in 1972 for the construction of the commercial building and a building permit was issued in 1998 for an addition to the existing commercial building. According to the Volusia County Property Appraisers website, the subject property is designated as a commercial property. However, a commercial retail store is not a permitted use in the “R-3M” zoning district.

In July 2017, Staff met with the property owner of Littlefield Furniture and Bedding, regarding the current zoning of their commercial property. When preparing to sell the property, the property owner discovered that the property that has been used as a commercial business since the early-1970’s, is zoned Moderate Density Multifamily Residential (R-3M). According to the past Future Land Use maps available, the Future Land Use designation of the property is Commercial and has been since at least 1985. Staff reviewed past zoning maps and this commercial property appears to have been inadvertently rezoned to R-3M in the mid-1980’s when the zoning map was updated.

Staff has prepared the subject administrative rezoning application to correct this longstanding inconsistency, so that the subject property will have a zoning consistent with the Comprehensive Plan Future Land Use designation and its long-term use as a retail store since the early 1970’s. The staff report is attached for more information.

ATTACHMENTS:

1.	Ord. No. 2017-30	Ord. No. 2017-30.pdf
2.	Staff Report	3518 Nova _administrative rezoning _CC staff report.pdf

Robin Fenwick

Created/Initiated - 10/19/2017

AGENCY ACTION: New**CONTINUATION DATE: 3 - Quality of Life****Follow up letter/action needed by: Department-No, Clerk's Office-No, or N/A-No**

ORDINANCE NO. 2017-30

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING ±1 ACRE
LOCATED AT 3518 NOVA ROAD FROM MODERATE
DENSITY MULTIFAMILY RESIDENTIAL (R-3M) TO
COMMUNITY COMMERCIAL (CC); AUTHORIZING
REVISION OF THE OFFICIAL ZONING ATLAS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of ±1 acre property located at 3518 Nova Road from Moderate Density Multifamily Residential (R-3M) 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 Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC).

Section 2. The property rezoned consists of ±1 acre property located at 3518 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

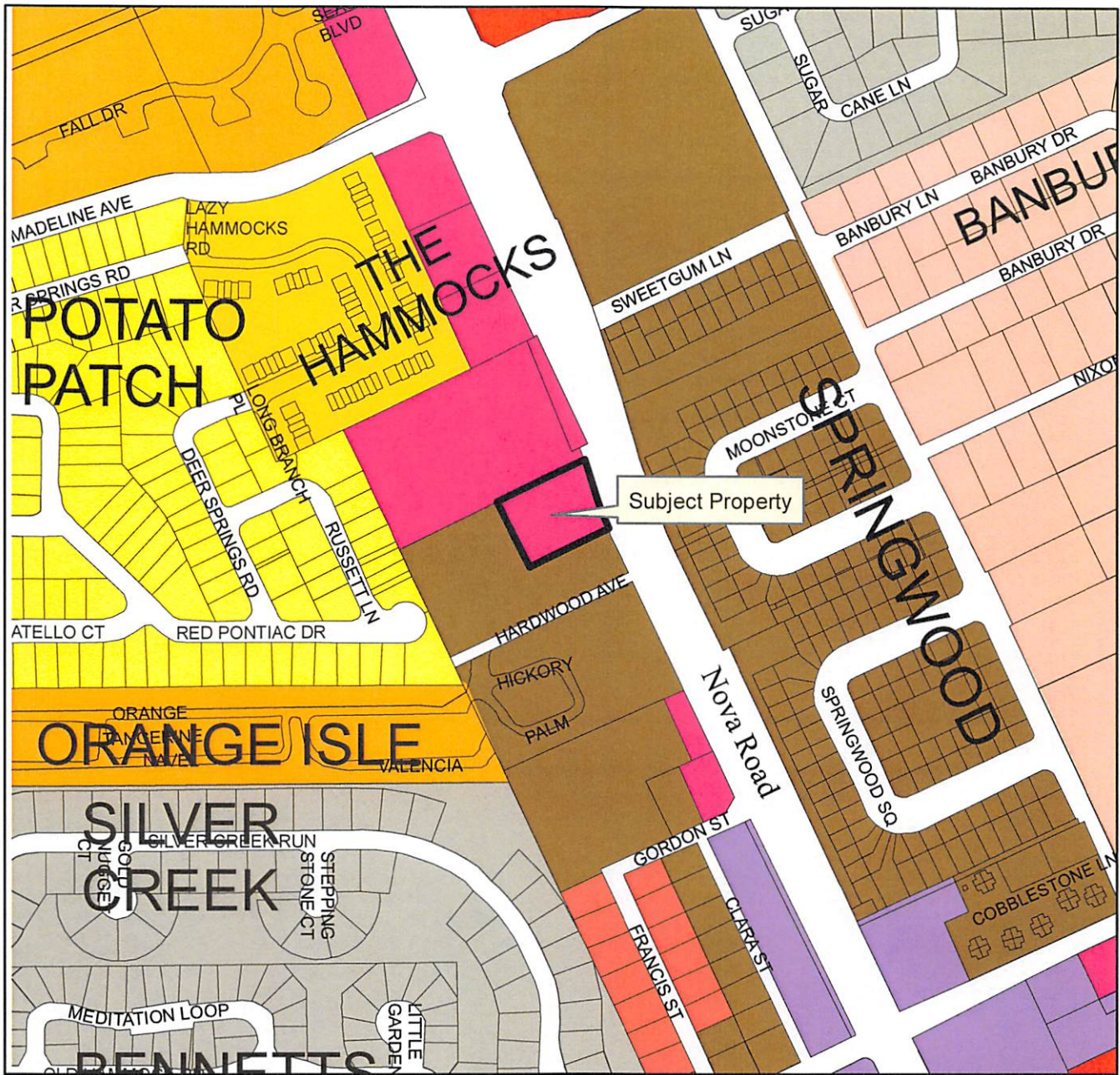
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

The Northerly 215.0 feet of the Southerly 1/2 of Lot 4, Block 16, Dunlawton Subdivision, as recorded in Deed Book "M", Page 187, Public Records of Volusia County, Florida, less and except that part lying in Nova Road and less and except the following described property:

That part of Lot 4, Block 16, Dunlawton Subdivision as recorded in Deed Book "M", Page 187, Public Records of Volusia County, Florida, more particularly described as follows: beginning at a point on the Westerly right-of-way line of Nova Road as now laid out, said point being 100 feet Northerly and 50 feet Westerly of the Southeast corner of Lot 4 of said subdivision; thence Westerly and parallel with the southerly line of said lot 4, a distance of 594.3 feet to the Westerly line of said lot 4; thence Northerly along said Westerly line a distance of 215.0 feet; thence Easterly and parallel with the Southerly line of said lot 4 a distance of 297.3 feet; thence Southerly a distance of 183.0 feet; thence Easterly and parallel with the Southerly line of said Lot 4, a distance of 292.22 feet to the Westerly right-of-way line of Nova Road, thence Southerly along said right-of-way line a distance of 32.0 feet to the point of beginning.

Tax Parcel Identification Number: 6773-01-16-0041.



Zoning Classifications

	R-10SF Single Family Residential		RMH Residential Mobile Home
	R-8SF Single Family Residential		PUD Planned Unit Development
	R-2D Two Family Residential		PCD Planned Commercial Development
	R-3L Multi-Family Residential		CC Community Commercial
	R-3M Multi-Family Residential		HC Highway Commercial



Zoning Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

REZONING/3518 Nova Road

CASE NO. 17-60000002

REQUEST:	Rezone ±1-acre from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC)
OWNER:	George & Jean Littlefield
APPLICANT:	City of Port Orange
LOCATION:	3518 Nova Road
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL DATE:	October 17, 2017

OVERVIEW

The proposed rezoning would change the subject property from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC) for a ±1-acre property located at 3518 Nova Road.

Figure 1. Location Map



DISCUSSION

The +/- 1-acre property has a Commercial Future Land Use designation, is currently zoned Moderate Density Multifamily Residential (R-3M), and is developed with a furniture retail store (Littlefield Furniture and Bedding). A building permit was issued in

1972 for the construction of the commercial building and a building permit was issued in 1998 for an addition to the existing commercial building. According to the Volusia County Property Appraisers website, the subject property is designated as a commercial property. However, a commercial retail store is not a permitted use in the “R-3M” zoning district.

In July 2017, Staff met with the property owner of Littlefield Furniture and Bedding, regarding the current zoning of their commercial property. When preparing to sell the property, the property owner discovered that the property that has been used as a commercial business since the early-1970’s, is zoned Moderate Density Multifamily Residential (R-3M). According to the past Future Land Use maps available, the Future Land Use designation of the property is Commercial and has been since at least 1985. Staff reviewed past zoning maps and this commercial property appears to have been inadvertently rezoned to R-3M in the mid-1980’s when the zoning map was updated.

Staff has prepared the subject administrative rezoning application to correct this longstanding inconsistency, so that the subject property will have a zoning consistent with the Comprehensive Plan Future Land Use designation and its long-term use as a retail store since the early 1970’s.

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 the surrounding land uses and zoning.

COMPATIBILITY WITH SURROUNDING USES AND ZONING

The Community Commercial (CC) zoning district is intended to provide typical community scale commercial uses commonly found at shopping centers and outparcels of this type such as retail stores (pharmacies, grocery stores, furniture stores, department stores, specialty stores, etc.), 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 is currently developed with a ±7,686 sq.ft. retail store. Located to the north of the subject property is the Shoppes at Tuscan Village. To the south and west is the Orange Isle Campground. Located to the east, across Nova Road, is the Springwood Square subdivision. The table below summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps are attached (Exhibit A and B).

Table 1. Surrounding Land Use & Zoning

Direction	Existing Land Use	Zoning District
North	Shoppes at Tuscan Village	Community Commercial
South	Orange Isle Campground	R-3M Multi-Family Residential
East	Nova Road, Springwood Square Subdivision	FDOT Right-of-Way R-3M Multi-Family Residential
West	Orange Isle Campground	R-3M Multi-Family Residential

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed Community Commercial (CC) zoning district is consistent with the Commercial Future Land Use designation. The Commercial designation is generally

characterized by uses that provide for the retail sale of items and services to the general public. Based on compatibility with adjacent zoning districts and availability of infrastructure, staff believes that the existing use (retail store) and requested zoning are appropriate at this location and consistent with existing land use designation.

RECOMMENDATION

Staff recommends approval of the request to rezone ±1-acre located at 3518 Nova Road from Moderate Density Multifamily Residential (R-3M) to Community Commercial (CC).

ATTACHMENTS

1. Exhibit A - Current and Proposed Zoning Map
2. Exhibit B - Future Land Use Map

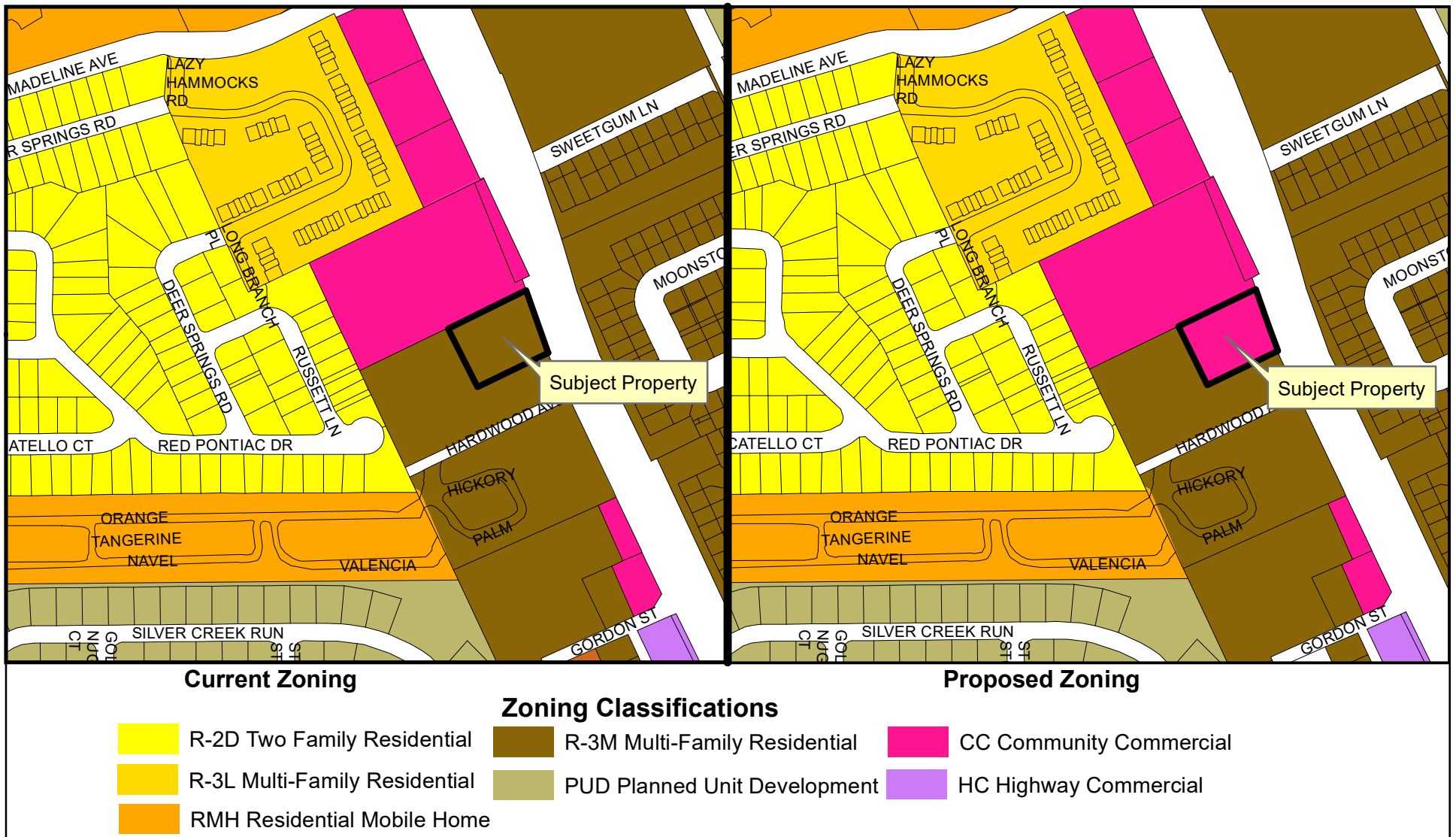
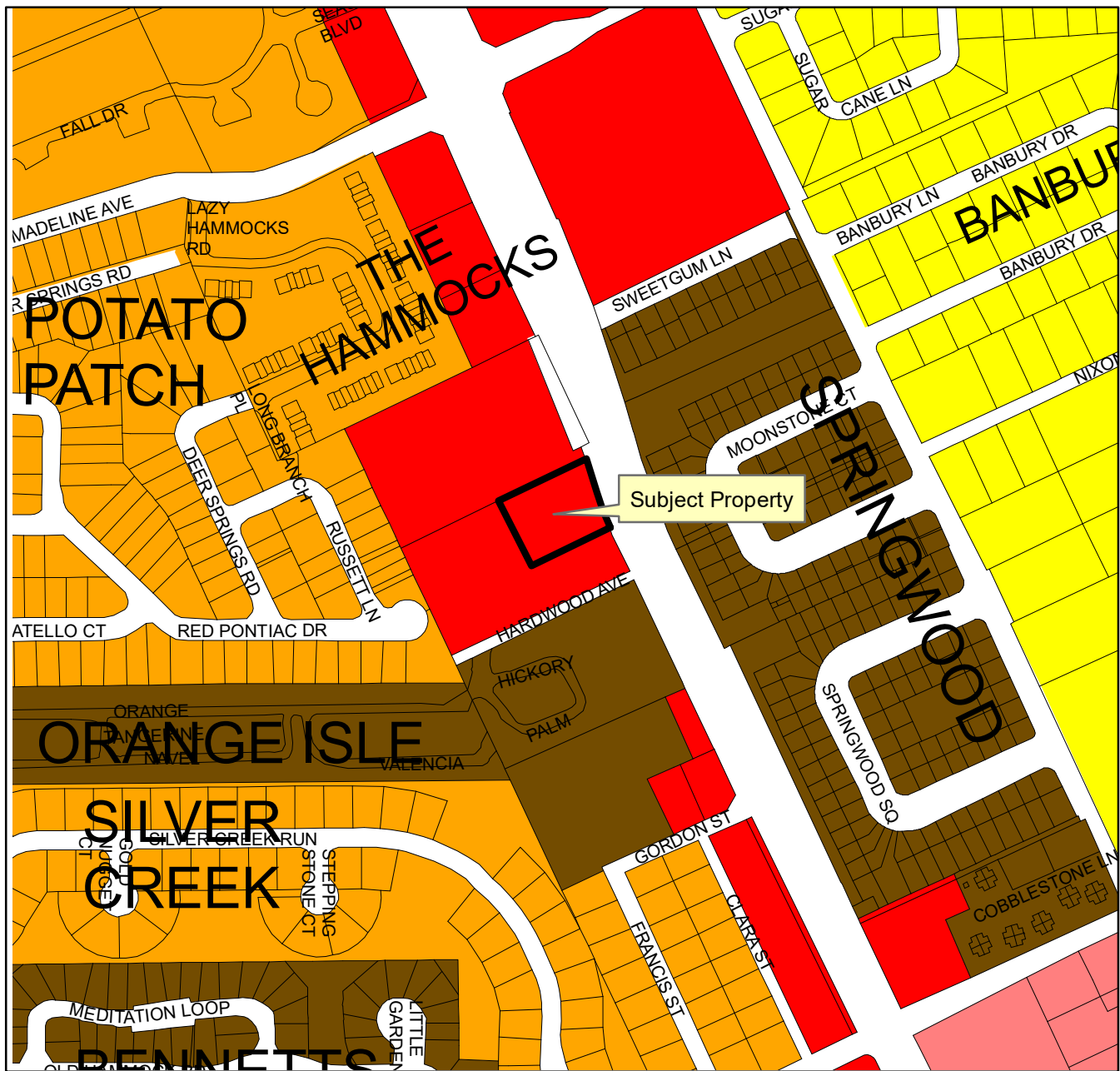


Exhibit A - Current and Proposed Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT





Future Land Use Designations

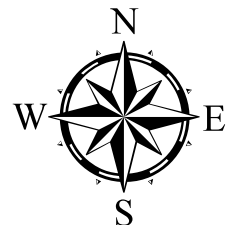
- | | |
|---|---|
|  Suburban Residential (2-4 Units/Acre) |  Office/Residential Transition |
|  Urban Medium Density Residential (4-8 Units/Acre) |  Commercial |
|  Urban High Density Residential (8-16 Units/Acre) | |



Exhibit B - Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2017

Consent item: No

SUBJECT: (I17) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: City Manager will outline budget cuts associated with the last millage decrease that occurred before the budget was approved in September. He will also discuss Causeway rebuilding and repair funding options.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 10/19/2017
New -
