



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 1, 2019

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. Invocation by Pastor Mike Swingle of First Baptist Church of Harbor Oaks
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. September 11, 2019 - City Council Special Meeting
 - b. September 17, 2019 - Regular City Council Meeting
 - c. September 24, 2019 - City Council Special Meeting
7. Bid Awards and Contract Items
 - a. Intent to Award ITB #19-14 for Waste Reclamation Facility Bar Screen Replacement to SGS Contracting Services
 - b. Intent to Award ITB #19-19 for Rehabilitation of Sanitary Sewer Manholes to Danus Utilities
 - c. Intent to Award ITB #19-12 for S. Commonwealth Water Main Improvements to General Underground, LLC
 - d. Approval of expenditure authority for the renewal of the Employee Medical Insurance Plan with Florida Health Care Plans
 - e. Intent to Award ITB #19-03 for N Spruce Creek Road Sidewalks to Sparks Concrete, LLC

- f. Approval of City Manager Contract Amendment
- g. Approval of FY20 Spending Authority with Central Square Technologies, Inc. (f/k/a Superior, Inc./SunGard Public Sector, Inc.) and Delegating Authorization to the City Manager for Execution of all Related Documents
- 8. Approval of Major Special Event Request – Lighthouse Loop Half Marathon & 5K at the access road to Our Deck Down Under at 78 E. Dunlawton Avenue and Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
- 9. Approval of Major Special Event Request - Biketoberfest: First Turn Steakhouse & Lounge - 5236, 5204 & 5164 S. Ridgewood Avenue
- 10. Approval of Major Special Event Request – Biketoberfest: The Last Resort Bar – 5812 and 5730 South Ridgewood Avenue

C. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

- 11. Police Department Recognition Awards
- 12. Report from KemperSports on the Cypress Head Golf Course

D. CITIZEN PARTICIPATION (Agenda)

- 13. Osprey Landing Apartments - Local Government Contribution for Affordable Housing

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

F. COUNCIL COMMENTS

- 14. Comments/Concerns from Council Members

G. ADDITIONAL ITEMS

- 15. City Attorney
- 16. City Manager

H. COUNCIL COMMITTEE REPORTS

- 17. City Council Committee Reports
 - a. River to Sea TPO
 - b. General Employees' Pension Plan

I. ADJOURNMENT

Regular City Council Meeting

10/1/2019

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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 1-800-955-8771.

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

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

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 11, 2019

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call

Present:

Council Member Marilyn Ford
Council Member Drew Bastian
Council Member Scott Stiltner
Vice Mayor Chase Tramont
Mayor Donald Burnette

Also Present:

City Manager Jake Johansson
Deputy City Attorney Matthew Jones
Assistant City Clerk Shelby Field

PUBLIC HEARING

4. Discussion of Tentative Millage Rate and Budget for FY20

Mayor Don Burnette announced the Fiscal Year (FY) 2020 Budget commences on October 1, 2019 and continues through September 30, 2020. The public hearing is now convened to discuss the millage rate and budget. Council will begin with the City of Port Orange Council discussion of the tentative millage necessary to fund the FY2020 tentative budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The tentative millage rate to be levied is 4.5461 mills per \$1,000.00 of valuation and is a 4.01% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.3710 mills per \$1,000.00 of valuation.

Jake Johansson, City Manager, commented on the increase in millage rate over the rolled-back rate and the specific purposes for the increase.

Scott Niels, Finance Director, provided a presentation on the tentative millage and possible reductions.

Council discussed the increased rate and asked the City Manager if there were any other reductions possible. Mr. Johansson offered some reductions in the general fund budget totaling \$105,069.

Mayor Don Burnette asked for public comments.

there were none.

Mayor Burnette asked Council for any revisions to the rate of 4.5461 or to the budget as presented. The millage was revised to the rate of 4.5254.

Mayor asked for a 5-minute recess at 6:15.

Council reconvened at 6:38.

5. Resolution No. 19-44 - Adopting the Tentative Millage Rate for FY20

Mayor Don Burnette read Resolution No. 19-44.

RESOLUTION NO. 19-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER 30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-44 adopting the tentative millage rate for FY20 of 4.5254 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

6. Resolution No. 19-45 - Adopting the Tentative Operating Budget for FY20

Mayor Don Burnette read Resolution No. 19-45.

RESOLUTION NO. 19-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$105,491,567; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION

AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-45 adopting the tentative operating budget for FY20 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

7. Resolution No. 19-46 - Adopting the Tentative Capital Budget for FY20

Mayor Don Burnette read Resolution No. 19-46.

RESOLUTION NO. 19-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$10,377,087; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-46 adopting the tentative capital budget for FY20 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

8. Resolution No. 19-47 - Adopting the Tentative Millage Rate for FY20 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-47.

RESOLUTION NO. 19-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER 30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-47 adopting the tentative millage rate for FY20 of 4.5254 for Town Center CRA Tax Increment District was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

9. Resolution No. 19-48 - Adopting the Tentative Operating Budget for FY20 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-48.

RESOLUTION NO. 19-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$474,021; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-48 adopting the tentative operating budget for FY20 for Town Center CRA Tax Increment District was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

10. Resolution No. 19-49 - Adopting the Tentative Millage Rate for FY20 for Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-49.

RESOLUTION NO. 19-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE PROPERTY AD VALOREM TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2020 (OCTOBER 1, 2019 TO SEPTEMBER

30, 2020); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-49 adopting the tentative millage rate for FY20 of 4.5254 for Eastport CRA Tax Increment was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

11. Resolution No. 19-50 - Adopting the Tentative Operating Budget for FY20 for Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 19-50.

RESOLUTION NO. 19-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$247,615; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-50 adopting the tentative operating budget for FY20 for Eastport CRA Tax Increment District was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

Motion to direct the City Clerk to publish an advertisement providing notice of the City of Port Orange City Council's intent to adopt the final millage rate and final operating and capital budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport

Business Center complying with the budget summary requirements of law was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

Mayor Don Burnette announced that in addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of .2725 mills to fund the debt service for the 2016 general obligation refunding bonds issued for public safety capital facilities.

He also announced the public hearing to discuss and adopt a final millage rate, the final operating and final capital budget for FY2020 for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center will be held on September 24, 2019 at 5:30 p.m. in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

Council is happy about the changes and work from staff so far.

Mr. Johansson spoke about what could affect the budget in the future, thanked Council for their support and is happy with the work from the budget team as well.

ADJOURNMENT – 7:00 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 17, 2019

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.

Invocation was provided by Pastor Dan Wagner of Cross Creek Community Church.

Pledge of Allegiance

Roll Call

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

Motion to approve the Agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. August 30, 2019 - City Council Special Meeting
- b. September 5, 2019 - Regular City Council Meeting

7. Bid Awards and Contract Items

- a. Intent to Award ITB 19-29 Police Motorcycle Lease - Gator Harley Davidson
- b. Award of ITB #19-25 Cured In Place Pipe for Stormwater Pipe Rehabilitation to LMR Construction
- c. Award of ITB #19-08 for Landscape Maintenance Service of the City Rights of Way to Yellowstone Landscape
- d. Award of ITB #19-18 of Major Thoroughfare Landscape Maintenance to VerdeGo LLC
- e. Approval of Interlocal Agreement with Volusia County for Municipal Services for Traffic Signal Maintenance
- f. Approval of Change Order No. 1 to A.G. Pifer Construction Company for Police Evidence Room Renovations & HVAC Upgrade

- g. Approval of Task Authorization No. 2 to Insituform Technologies LLC
- h. Approval of Employee Dental, Vision and Group Life Insurance with MetLife
- i. Approval of Property, Equipment Breakdown, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials/EPLI/Cyber, Auto Liability, Auto Physical Damage and Workers Compensation Insurance through Preferred Government Insurance Trust
- j. Approval to Renew Statutory AD&D for law enforcement and firefighters and Executive Travel AD&D insurance policies for FY2020
- k. Approval of Change Order No. 1 to the EJCDC Agreement with Carr & Collier Inc as it relates to ITB 19-01, Police Shooting Range (CNE009).
- l. Approval of Contract Renewal with Spectrum Enterprise for Internet and Phone Services through 2021
- m. Approval of FY20 Spending Authority with AT&T Mobility for Wireless Phone and Data Services
- 8. Approval of Concurrency and Fair-Share Agreement for Holiday Inn Express Hotel Site Plan
- 9. Approval of the First Amendment to the Property Exchange and Escrow Agreement for the Cardwell Funeral Home Property
- 10. Approval of the First Amendment to the Halifax River Partners (HRP), LLC Economic Development Incentive Agreement
- 11. Approval of the Parking Easement Agreement Between Halifax River Partners (HRP), LLC and City of Port Orange
- 12. Approval of the License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Cardwell Funeral Home Property)

Motion to approve the Consent Agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

TOWN CENTER CRA MEETING

EASTPORT CRA MEETING

Council recessed at 6:33 p.m. to hold the Community Redevelopment Agency for Port Orange Town Center and Eastport Business Center Community Redevelopment Agency meetings.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Marcey Kinney, citizen, spoke regarding Dolly Parton's Imagination Library to bring awareness to the program in Volusia County.

13. Comments/Concerns from Council Members

Council Member Marilyn Ford thanked Staff and citizens who are participating in Port Orange University.

Vice Mayor Chase Tramont shared appreciation from a citizen for Staff in Public Utilities/Works and Lynn Stevens, Director.

Council Member Scott Stiltner thanked Staff for the dedication of the Causeway Dock to Frank Scofield of the Volusia County Sheriff's Office who was tragically killed in June.

Mayor Don Burnette thanked Staff for the preparation and drill relating to Hurricane Dorian and reminded all that September is Go Gold for Childhood Cancer Awareness.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided an update from the most recent meeting.

PUBLIC HEARING

15. Second Reading - Ordinance No. 2019-26 - PCD Rezoning/The Palms at Ashton Lakes PCD Master Development Agreement and Conceptual Development Plan (Case No. 19-65000001)

Mayor Don Burnette read Ordinance No. 2019-26.

ORDINANCE NO. 2019-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±18.72 ACRES LOCATED ON THE EAST SIDE OF S. WILLIAMSON BOULEVARD, SOUTH OF OAKWATER LANE FROM CYPRESS HEAD PLANNED COMMERCIAL DEVELOPMENT (PCD) TO THE PALMS AT ASHTON LAKES PCD AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE PALMS AT ASHTON LAKES PCD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-26 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Penelope Cruz, Planning Manager, updated Council on the changes made based on feedback at first reading.

Walter Smith, President of Ashton Lakes HOA, thanked the applicant for the changes.

Motion carried unanimously by roll call vote.

16. Second Reading - Ordinance No. 2019-29 - Administrative Rezoning/415 Herbert Street (Case No. 19-60000006)

Mayor Don Burnette read Ordinance No. 2019-29.

ORDINANCE NO. 2019-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +0.64 ACRES FROM COMMERCIAL INDUSTRIAL (CI) TO GOVERNMENT/PUBLIC USE (GPU) LOCATED AT 415 HERBERT STREET; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-29 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

17. Second Reading: Ordinance No. 2019-30 – First Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 19-40000004)

Mayor Don Burnette read Ordinance No. 2019-30.

ORDINANCE NO. 2019-30

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER

DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-30 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

18. Final Plat and Subdivision Plans/Springs at Port Orange, Case No. 18-50000002

Move to approve the Final Plat and Subdivision Plans for the Springs at Port Orange, as recommended by the Planning Commission was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Mrs. Cruz provided details of the project. Jake Johansson, City Manager, spoke regarding "smart growth" and traffic concerns along Dunlawton Avenue.

Motion carried unanimously by roll call vote.

19. First Reading - Ordinance No. 2019-31 - Amending Chapter 42 Section 42-26 Relating to Standards for Maintenance of Properties and Chapter 70 Relating to the Number/Location of Recreational Vehicles on a Residential Lot

Mayor Don Burnette read Ordinance No. 2019-31.

ORDINANCE NO. 2019-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 42, SECTION 42-26 OF THE CODE OF ORDINANCES RELATING TO THE STANDARDS FOR MAINTENANCE OF PROPERTIES TO REQUIRE EDGING OF SIDEWALKS; AND CHAPTER 70, SECTIONS 70-36 AND 70-48 LIMITING THE NUMBER AND LOCATION OF MOTOR VEHICLES, TRAILERS, RECREATIONAL VEHICLES AND EQUIPMENT PARKED ON RESIDENTIAL LOTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES;

PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-31 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Mr. Johansson explained the request for the code change. Council discussed the need for a code regarding edging grass from the sidewalks.

Robert Reinhalen, citizen, expressed his concerns regarding paragraph (d) on page 2. He'd like a definition of what constitutes a "larger lot" that could have a natural area.

Motion to withdraw the motion was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Motion to send the item back to Staff to rework the item and separate the chapters was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

20. First Reading - Ordinance 2019-32 - PUD Amendment/Colony in the Wood Planned Unit Development Amended and Restated Master Development Agreement and Conceptual Development Plan (Case No. 19-40000003)

Mayor Don Burnette read Ordinance No. 2019-32.

ORDINANCE NO. 2019-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE COLONY IN THE WOOD A PLANNED UNIT DEVELOPMENT AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-32 was made by Vice Mayor Chase Tramont

and Seconded by Council Member Drew Bastian.

Mrs. Cruz discussed the details of the project.

Motion carried unanimously by roll call vote.

21. First Reading - Ordinance 2019-33 - Small-Scale Future Land Use Map Amendment/1793 Taylor Road (Case No. 19-20000004)

Mayor Don Burnette read Ordinance No. 2019-33.

ORDINANCE NO. 2019-33

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +1.68 ACRES FROM PUBLIC/INSTITUTIONAL TO RURAL TRANSITION (0-2 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-33 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Mrs. Cruz asked Council to open item # 22 along with this item as they are related. Council agreed. Mrs. Cruz discussed the details of the amendment and rezoning being requested.

Glen Storch, Attorney for Applicants, explained the reason for the changes.

Mr. Reinhausen expressed concerns regarding the sewer lines available. He doesn't want the property to have a septic system.

Motion carried unanimously by roll call vote.

22. First Reading - Ordinance 2019-34 - Conventional Rezoning/Cracker Creek (1815, 1789, 1793, and 1795 Taylor Road) Case No. 19-60000005

Mayor Don Burnette read Ordinance No. 2019-34.

ORDINANCE NO. 2019-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +24.53 ACRES LOCATED AT 1789 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RURAL RESIDENTIAL (RR) AND FLOOD PLAIN-CONSERVATION (F-C); REZONING +1.68 ACRES LOCATED AT 1793 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RURAL RESIDENTIAL (RR); REZONING + 16.51 ACRES LOCATED AT 1795 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO RECREATION (REC) AND FLOOD PLAIN-CONSERVATION (F-C); REZONING +9.76 ACRES LOCATED AT 1815 TAYLOR ROAD FROM PLANNED UNIT DEVELOPMENT (PUD) TO OFFICE/RESIDENTIAL TRANSITION (ORT) AND FLOOD PLAIN-CONSERVATION (F-C); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-34 was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

REGULAR AGENDA

23. Approval to Renew the Annual Service Agreement with Halifax Humane Society

Motion to approve was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

24. Resolution No. 19-43 - Cypress Head Golf Course Rules and Regulations

Mayor Don Burnette read Resolution No. 19-43.

RESOLUTION NO. 19-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING REVISED RULES AND REGULATIONS RELATING TO THE MUNICIPIAL GOLF COURSE; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 19-43 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Mr. Johansson explained the changes being requested.

Council Member Marilyn Ford expressed her concerns regarding the lack of enforcement of the current rules and wondered why they were changing them now. She doesn't believe the public who regularly play golf have been notified and given a chance to comment.

Susan Lovallo, Parks & Recreation Director, explained the Golf Advisory Board asked to review the Rules and requested the changes being requested. She explained the public meetings that were held, and the enforcement opportunities being included in the new rules.

Motion carried 4-1 by roll call vote with Council Member Marilyn Ford voting no.

ADDITIONAL ITEMS

25. City Attorney

There was nothing further.

26. City Manager

Mr. Johansson asked Council to discuss dates for the Council Workshop relating to the Community Center design. Council consensus was October 8, 2019 at 5:30 p.m. at Lakeside Community Center. Mr. Johansson discussed the changes to the recycling program. As of October 1, 2019, glass will not be recycled any longer. A brochure is going out in the utility bill, as well as a door knocker.

COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

- a. ArtHaus - Council Member Marilyn Ford provided details from the recent meeting.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details of the recent meeting and upcoming events.
- c. Roundtable of Elected Officials - Mayor Don Burnette provided details of the recent meeting. He asked Council to hold a workshop or discussion regarding Fire consolidation at a later date. Council agreed to a discussion but was not inclined to support the consolidation.

ADJOURNMENT - 8:30 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 24, 2019

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Drew Bastian Council Member Scott Stiltner Mayor Donald Burnette
	Absent:	Vice Mayor Chase Tramont
	Also Present:	City Manager Jake Johansson City Attorney Margaret Roberts City Clerk Robin Fenwick

PUBLIC HEARING

4. Discussion on Final Budget and Millage Rate for FY20

Mayor Don Burnette opened the public hearing and announced that due to circumstances beyond the City's control, the computer software system functionality has delayed the final budget and millage computations resulting in delayed advertising. The advertisement is now scheduled for publication on Wednesday, September 25, 2019. As required by law, tonight's hearing needs to be recessed and continued to Monday, September 30, 2019 at 5:30 p.m.

Mayor Burnette asked the City Manager to comment on the circumstances. Jake Johansson, City Manager, explained the issue balancing the numbers pulled from Central Square (Naviline) with the budget summary to be advertised causing the advertisement to be delayed.

Motion to recess this meeting for
continuation on September 30, 2019 at
5:30 p.m. in Council Chambers, City
Hall was made by Council Member
Drew Bastian and Seconded by Council
Member Scott Stiltner.

Special City Council Meeting

September 24, 2019

Page 2 of 2

Mayor Burnette asked for Council and public comments on the proposed budget, the resolutions presented, and the necessity for a continuance. There were none. Council is happy to continue the public hearing to ensure the numbers balance and are correct.

Motion carried unanimously by roll call vote.

The following items will be heard on September 30, 2019 at 5:30 p.m. in Council Chambers, City Hall, 1000 City Center Circle, Port Orange. The public is invited to attend and provide their comments to Council.

5. Resolution No. 19-52 - Adopting the Final Millage Rate for FY20
6. Resolution No. 19-53 - Adopting the Final Operating Budget for FY20
7. Resolution No. 19-54 - Adopting the Final Capital Budget for FY20
8. Resolution No. 19-55 - Adopting the Final Millage Rate for FY20 for Town Center CRA Tax Increment District
9. Resolution No. 19-56 - Adopting the Final Operating Budget for FY20 for Town Center CRA Tax Increment District
10. Resolution No. 19-57 - Adopting the Final Millage Rate for FY20 for Eastport CRA Tax Increment District
11. Resolution No. 19-58 - Adopting the Final Operating Budget for FY20 Eastport CRA Tax Increment District

ADJOURNMENT - 5:39 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B7a) Intent to Award ITB #19-14 for Waste Reclamation Facility Bar Screen Replacement to SGS Contracting Services

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve the award, subject to the city attorney's review and approval of final contract documents, for ITB #19-14, Waste Reclamation Facility Bar Screen Replacement, to the lowest responsive bidder, SGS Contracting Services, for a cost of \$544,700.00.

SUMMARY: The two bar-screens at the water reclamation facility are 30 years old and in need of replacement. Both have been rebuilt twice by the equipment manufacturer and now the one bar-screen has failed completely and the other is in danger of failing. Bar-screens are mechanical filters used as part of the primary filtration flow for the removal of objects from the waste water stream. Removal of objects from the stream is critical to achieve the most efficient treatment of waste water.

On August 2, 2019, the City received four (4) bids in response to ITB #19-14, Waste Reclamation Facility Bar-Screen Replacement. After careful review of the bids submitted, SGS Contracting Services was deemed the lowest responsive bid at \$544,700.00. Work to be substantially completed within 270 days from issuance of written notice to proceed.

Project No.: SSP002 Funding Account No.: 403-0400-535-6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	ITB 19 14 Bar Screen Replacement BID PACKAGE	ITB 19 14 Bar Screen Replacement BID PACKAGE.pdf
2.	ITB 19 14 Bar Screen Replacement ADDENDUM NO 1	ITB 19 14 Bar Screen Replacement ADDENDUM NO 1.pdf
3.	Addendum No 2 of 2 ITB 19 14 Bar Screen Replacement	Addendum No 2 of 2 ITB 19 14 Bar Screen Replacement.pdf
4.	ITB 19 14 BID TABULATION Bar Screen Replacement	ITB 19 14 BID TABULATION Bar Screen Replacement.pdf
5.	Justification Memo SGS Contracting Services	Justification Memo SGS Contracting Services.docx
6.	Notice of Intent to Award ITB 19 14 Bar	Notice of Intent to Award ITB 19 14 Bar

	Screen Replacement SGS Contracting Services	Screen Replacement SGS Contracting Services.pdf
7.	ITB 19-14	ITB 19-14.pdf

Kynah Cockcroft	Created/Initiated - 8/27/2019
Kynah Cockcroft	Approved - 8/27/2019
Julia Wiggins	Approved - 8/28/2019
Richard Colby	Approved - 8/29/2019
Junos Reed	Approved - 8/29/2019
Steve Parnell	Approved - 9/6/2019
Lynn Stevens	Approved - 9/6/2019
Scott Neils	Approved - 9/11/2019
Margaret Roberts	Approved - 9/26/2019
Jake Johansson	Approved - 9/26/2019
Robin Fenwick	Final Approval - 9/26/2019

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT

ITB #19-14



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh Purchasing Agent

Release Date: June 24, 2019

Bid Due Date and Time: August 7, 2019 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-14

WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #19-14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 7, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid and Site Visit following the Pre-Bid Conference for the project at **1:00P.M.** (local time) on **July 8, 2019** and an Optional Pre-Bid Meeting and Site Visit following the Pre-Bid Conference at **1:00P.M.** (local time) on **July 10, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference and site visit must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the one of the Mandatory Pre-Bid Conference and site visit. Failure to sign in and attend the entire Mandatory Pre-Bid and Site Visit Conference shall result in disqualification of the submitted bid. Only Bidders attending a Mandatory Pre-Bid and Site Visit Conference will be eligible to submit a bid. **Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.**

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

DESCRIPTION: The City of Port Orange is soliciting sealed Bids for the purpose of Replacement of Bar Screen (s) for the Water Reclamation Facility. Bidders must be a commercial entity General Contractor licensed to do business in the State of Florida and perform the services identified herein.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed in writing to the Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19- 14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT" in the subject line. Last day for questions will be July 24, 2019 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

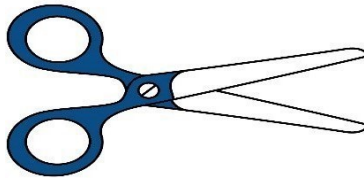
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David VanValkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT."**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **June 24, 2019**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO.	<u>ITB #19-14</u>
BID TITLE:	<u>WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT</u>
DUE DATE/TIME:	<u>August 7, 2019 at 2:30 P.M.</u>
SUBMITTED BY:	<u>(Name of Company)</u>
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent City Clerk Office-Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	<u>(To be stamped by Clerk's Office)</u>

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision ***Replacement of Bar Screen (s) for the Water Reclamation Facility.***

Furnish and install two (2) fully automatic stair screens for collecting and removing debris from the incoming wastewater flow.

The stair screen shall be provided complete with all accessories, spare parts, mounting anchor bolts, and other appurtenances as specified and as may be required for a complete operational system.

It shall be the Contractor's responsibility to ensure that the stair screen and appurtenances furnished and installed shall be compatible with and have the necessary operating clearances to the structural elements and associated equipment shown on the Contract Drawings.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution..... June 24, 2019
Mandatory Pre-Bid Conference July 8, 2019 at 1:00 P.M.
Optional Pre-Bid Meeting..... July 10, 2019 at 1:00 P.M.
Deadline for Questions: July 24, 2019 by 5:00 P.M.
Final Addendum Posting: July 31, 2019 by 5:00 P.M.
Bids Due: August 7, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... To Be Determined

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

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

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

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

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

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

PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conferences, Optional Pre-Bid Conferences and site visits for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors must attend either one of the meetings. All attendees to the Mandatory Pre-Bid Conferences must sign in. The representative of each Contractor/Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend either of the Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Bid Conferences will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #19-14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Van Valkenburgh
Purchasing Agent Buyer
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

Contractor/Vendor shall be licensed to do business in the State of Florida as a Certified General Contractor. Submit Sunbiz report showing your company registered as "Active".

Contractor/Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies..

Contractor/Vendors must be a commercial general contractor and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Contractor/Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Contractor/Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK and PROJECT TIMELINE

1) PROJECT TIMELINE

- A. Notice of Award: after bid opening and complete review of submitted bid information
- B. Notice to Proceed: after Pre-construction Meeting
- C. Start Time: TBD by Public Works and Utilities Dept. after Pre-construction Meeting
- D. Substantial Completion Time: 270 days maximum from start time
- E. Final Completion Time: 30 calendar days after final substantial completion time

2) SCOPE OF WORK

- A. The Contractor shall include the cost(s) for permits and fees in his proposal.
- B. The Contractor shall include the cost(s) for a 100% performance and payment bond.
- C. All technical specifications and drawings are attached as separate documents.

See link:

https://portorange.sharepoint.com/:f:/g/pch/EjAL68LWleFEqn7zyXKe_8gBTxCoCoDBpMnSkxSv3q56Mg

STAIR SCREEN

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish and install two (2) fully automatic stair screens for collecting and removing debris from the incoming wastewater flow.
- B. The stair screen shall be provided complete with all accessories, spare parts, mounting anchor bolts, and other appurtenances as specified and as may be required for a complete operational system.
- C. It shall be the Contractor's responsibility to ensure that the stair screen and appurtenances furnished and installed shall be compatible with and have the necessary operating clearances to the structural elements and associated equipment shown on the Contract Drawings.

1.02 REFERENCES

- A. American Gear Manufacturers Association (AGMA)
- B. National Electrical Manufacturers Association (NEMA)
- C. American Federation of Bearing Manufacturers Association (AFBMA)
- D. American Society for Testing and Materials (ASTM)

- E. American Welding Society (AWS)
- F. Steel Structures Painting Council, American National Standards Institute (SSPC)
- G. Underwriters Laboratory (UL)

1.03 SUBMITTALS

- A. Shop Drawing Submittals shall include at least the following:
 1. Certified shop and erection drawings showing important details of construction dimensions, anchor bolt locations, and field connections.
 2. Descriptive literature, bulletins, and catalogs of the equipment, including details of the motor, gear reducer, and lubrication points.
 3. Installation, operation, and start-up procedures including lubrication requirements.
 4. Motor Manufacturer's data sheets and drawings.
 5. Total weight of the equipment including the weight of the single largest item.
 6. A list of spare parts that are supplied with the equipment.

1.04 OPERATION AND MAINTENANCE MANUALS

- A. Submit operations and maintenance manuals in three ring binders for the equipment in compliance with the Contract documents. Manuals shall include:
 1. Contact name, address, and telephone number of the equipment Manufacturer's Service Department and Parts Department.
 2. Descriptive literature, including illustrations, covering the operational features of the equipment, specific for the particular installation, with all inapplicable information omitted or marked out.
 3. Operation, maintenance, and troubleshooting information.
 4. Complete maintenance parts list.
 5. Complete connection, interconnecting, and assembly diagrams.
 6. Approved shop drawings including complete electrical information.

1.05 QUALITY ASSURANCE

- A. The materials covered by these specifications are intended to be standard equipment of proven reliability and as manufactured by a reputable Manufacturer having experience in the production of screening equipment. The equipment furnished shall be designed and constructed in accordance with the best practices and methods and shall operate satisfactorily when installed as shown on the Contract Drawings and operated per the Manufacturer's recommendations.
- B. The Manufacturer shall have designed and manufactured stair screens for a minimum of ten (10) years.

1.06 DESIGN REQUIREMENTS

- A. Number of Units Two (2)
- B. Average Daily Flow 6.0 MGD
- C. Peak Hourly Flow 12.0 MGD
- D. Flow Channel Width 4'-0"
- E. Flow Channel Depth 5'-0"

- F. Slot Width / Spacing 1/8-inch (3 mm)
- G. Setting Inclination 57 degrees from horizontal (maximum)

1.07 STORAGE AND HANDLING OF EQUIPMENT

- A. The Contractor shall store and temporarily support equipment prior to installation in strict accordance with the Manufacturer's recommendations and instructions. Protect all exposed surfaces. Keep records of the storage parameters and the dates that storage procedures were performed. The Contractor shall be responsible for work, equipment, and materials until inspected, tested and finally accepted.
- B. Protect the equipment from being contaminated by dust, dirt, vibration and moisture.
- C. Temporarily connect equipment with built in motor space heaters to a power source and keep heaters in operation. Rotate all shafts that have bearings on at least a monthly basis.
- D. The stair screen shall be shipped complete including the motor and excluding the support arms and discharge chute. The local control station shall be pre-wired to the screen and shall be attached via a bolted connection to one of the support arms. The unit shall be erected and lubricated in strict accordance with the instructions of the Manufacturer's field Engineer.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers are as listed.
 - 1. Model ESR-28/3 Stair Screen as manufactured by Vulcan Industries or Huber, Inc.

2.02 GENERAL

- A. The equipment furnished shall positively remove debris from the incoming wastewater by means of fixed and rotating lamellas. The lamellas shall be secured within a framework that is installed in the concrete channels as shown on the Contract Drawings. During each cleaning cycle, the movable lamellas shall rotate one complete revolution (or one step), which will transport the screenings material up to the next set of fixed lamellas. The movable lamellas will then finish their rotation and return to their original position. A positive means of stopping the movable lamellas at the original position shall be incorporated into the design. Multiple revolutions during normal flow are not acceptable. This intermittent cycling will raise the screenings upward and subsequently out of the channel. The debris shall be lifted above the top of the channel and discharged through the downstream side to the appropriate receiving device.
- B. Designs employing the use of endless moving media, cables and hydraulic cylinders or raking mechanisms to remove debris from the channel are not acceptable. The use of two or more motors to complete a screen cleaning cycle is not acceptable.
- C. The design shall be such to ensure that all maintenance can be accomplished at the operating floor level. No part of the drive system including bearings, linkage, bushings or shafts shall be located below the water surface at maximum design flow. Designs that utilize drive systems that rely on gravity or otherwise do not provide a forceful mechanical action in the downward stroke of the movable lamella package are specifically not acceptable. The drive output shaft rotation shall be constant and in one direction in order to reduce maintenance requirements.
- D. All equipment shall be designed and built for 24-hour intermittent service and for moderate shock without overheating, excessive vibration or strain.

2.03 FRAME ASSEMBLY

- A. The frame assembly shall be of a one piece, formed structural design and shall provide a rigid, secure unit capable of withstanding all operating forces when installed in accordance with the manufacturer's instruction. The frame assembly shall consist of two side frames, a base plate, two drive plates, fixed lamella support members, movable lamella support members and two frame support legs with pivot pins. The drive plates shall be mounted within the side frame and shall be connected to the movable lamella support members.
- B. The frame assembly shall be designed to mount into the channel without the need for recesses in the channel walls or channel floor. Neoprene side seals shall be attached to the side frames with 316 stainless steel retainers and hardware to seal between the screen and channel walls
- C. The side frames shall extend fully from the channel invert to the top of the unit and shall be arranged to pivot out of the channel for maintenance. The frame shall be designed to clear all fixed screenings receiving and handling devices when the screen is pivoted out of the channel for maintenance. The side frames shall be manufactured from 316 stainless steel with a minimum thickness of 0.24-inch (6mm).
- D. The screen shall be provided with a pivoting support stand connected to the side frames to allow the screen to be pivoted out of the channel. The frames shall be provided with lifting lugs. The pivot stands and lifting lugs shall be constructed of 316 stainless steel members sized to support the screen at all positions.

2.04 LAMELLAS

- A. The screening surface of the stair screen shall consist of alternating fixed and movable step-shaped lamellas. The steps on the lamellas shall be of the same size, nominally 2-3/8-inch deep by 4-1/4-inch tall, except for the lowest step, which shall be of a low-profile design. The distance from the bottom of the channel to the top of the bottom step shall not exceed 2-1/2-inches. The downstream side of the lower moveable lamellas shall be provided with half-moon shaped teeth to slice through any debris that may accumulate on the fixed lamella support members. All lamellas shall be attached to either the fixed or movable lamella support members.
- B. The lamellas in the screening area shall have a slot width (or spacing) of 1/8-inch (3 mm). Fixed lamellas shall be provided with replaceable plastic spacers on each side to maintain the proper spacing and prevent metal-to-metal contact between the lamellas.
- C. The lower portion of the fixed lamellas shall be furnished with thick polypropylene sleeves to ensure proper spacing and prevent metal-to-metal contact between the lamellas. The lower portion of the movable lamellas shall be provided with half-moon shaped teeth to penetrate through fine grit and sand during operation. The lower lamellas shall be manufactured from 316 stainless steel with a thickness of 2mm.
- D. The upper portion of the fixed lamellas and movable lamellas shall be constructed of U.V. stabilized polypropylene with a nominal thickness of 5 mm. The bar spacings between the fixed and movable lamellas in the transport zone shall be 0.5 mm or less. The thick lamellas shall help to ensure that stringy material does not fall through the screen prior to discharge.

2.05 DIRECTING PLATE

- A. The stair screen shall be provided with a directing plate at the base of the machine

perpendicular to the flow and level with the lowest step on the lamellas. The directing plate shall direct heavier material, such as grit and gravel, onto the top shelf of the bottom row of steps on the lamellas to prevent a build-up of material in front of the screen.

- B. The directing plate shall be manufactured from 3/16-inch thick 316 stainless steel and shall be provided with a replaceable nylon brush to seal between the downstream edge of the plate and the upstream edge of the bottom row of steps.

2.06 FRAME ENCLOSURES

- A. The portion of the stair screen located above the top of the channel on both the upstream and downstream sides shall be shrouded in removable enclosure panels. The drive compartment shall be shrouded separately. The drive shall be fully enclosed to protect it from the atmosphere in the channel. Panels shall be secured in place with ¼ turn keyed latches.
- B. The enclosure panels shall be manufactured of 316 stainless steel with a minimum thickness of 20-gauge. The panels shall be formed with engineered bends to help prevent deflection. Flat plate covers are not acceptable.

2.07 DRIVE ASSEMBLY

- A. The bar screen shall be provided with an integrated drive assembly consisting of a TEFC electric motor and bevel type gear reducer. The drive motor and gear reducer shall be mounted on the drive shaft and the frame.
- B. The motor shall be a minimum 2.0 horsepower with a service factor of 1.15. Electrical characteristics shall be 230/460 volt, 3-phase, 60 Hertz, Class F/B rise insulation, 40-degree C Ambient. The nominal motor speed shall be 1800 rpm.
- C. Gear reducers shall be bevel gear type with ball or roller bearings throughout with all moving parts immersed in oil. Shafts shall be of high strength alloy steel ground to required tolerances.
- D. All ball or roller bearings shall be rated and manufactured by a member of the Antifriction Bearing Manufacturer's Association. At least one bearing on each shaft shall be of the combined radial and thrust type.
- E. Gear reducer units shall meet the standards of the AGMA for such equipment under moderate shock, 24-hour service with a minimum service factor of 1.25.
- F. The output capacity of the gear reducer shall be equal to the motor horsepower less reducer losses at the rated service factor.
- G. The drive assembly shall be capable of elevating the weight of the movable lamellas plus the maximum debris load.
- H. The chain and sprocket transmission system shall consist of endless dual chain, an upper sprocket connected to a bearing in a fixed housing and a lower sprocket connected to a bearing in a pivoting housing. The drive system shall be identical on each side of the screen.
 - 1. The drive system shall be designed so that the lower sprocket, lower bearing assembly and associated chain are located above the maximum water level. Designs that utilize sprockets, bearings, linkage or bushings located below the maximum water level are not acceptable.
 - 2. The lower bearing assembly shall be designed to pivot or slip to automatically accommodate uneven chain stretch.

3. The chain shall be arranged in the same plane as the fixed lamella package and the same plane as the movable lamella package when in the parked position to ensure maximum efficiency in the drivesystem.
4. Automatic shock absorber type chain tensioning devices shall be provided to ensure that the drive chains maintain proper tension and to eliminate the need for adjustment.
5. Automatic, adjustable, oil drip-type chain lubricators shall be provided to lubricate the screen drive chains. Lubricators shall be equipped with replaceable oil canisters.

2.08 DISCHARGE CHUTE

- A. A fully shrouded and easily removable discharge chute shall be provided at the point of discharge to interface with and direct screenings into the appropriate receiving device. The discharge chute shall be manufactured from 316 stainless steel.

2.09 CONTROLS / INSTRUMENTATION

- A. The control system, both local and main, shall be designed and manufactured by the stair screen Manufacturer.
- B. Local Controls
 1. One (1) NEMA 4X 316 SS, local control panel, painted white with HAND-OFF-AUTO switch and a mushroom head EMERGENCY STOP push-button. The electrical components on the bar screen shall be pre-wired to a terminal strip located inside the local control station. The local control station shall be mounted on one of the screen support legs unless otherwise specified.
 2. One (1) NEMA 4 home position proximity switch to stop the movable lamella package at a predetermined position after each cleaning cycle. Proximity switch shall be single pole, double throw (SPDT) and rated not less than 10 amps at 120-volt AC. A remote 'start' only switch shall be provided at the base of the stairs, as indicated on the electrical plans.
- C. Main Control Panel
 1. Furnish one (1) main control panel for the stair screen. The main control panel shall be totally enclosed, front access type with top/side/bottom entry. All controls shall be manufactured by a U.L. listed control panel facility and shall bear a U.L. label.
 2. Construction of the main control panel shall be NEMA 4X, 316L stainless steel construction, painted white, with indicating devices and switches mounted on the front door.
 3. Main control panel wiring shall be neatly cabled and supported in nonflammable wiring raceways. Wiring shall be minimum 16-gauge MTW stranded wire.
 4. The main control panel wiring shall contain all power and control devices shown on the drawings (wiring diagrams), which shall include, but not be limited to, the following:
 - a. One (1) control power ON-OFF selector switch.
 - b. One (1) red pilot light for "Screen Running" indication.
 - c. One (1) amber pilot light for "Over Current" indication.
 - d. One (1) white pilot light for control power.
 - e. One (1) momentary "Reset" push-button for over current reset.

- f. Spare contact for remote indication of "Over Current" situation.
- g. Control relays, wiring and circuitry required to implement the control logic.
- h. One (1) full voltage NEMA rated starter. The magnetic starter shall be of the heater less design and provide phase loss protection, short circuit self-protection and thermal memory. The solid-state overload shall be self-powered.
- i. One (1) circuit breaker
- j. One (1) 120 VAC step down control transformer
- k. One (1) adjustable interval timer mounted on DIN rail to automatically initiate operation of the stair screen.
- l. One (1) Miltonic's HydroRanger 200 differential level controller to sense the differential in water level upstream and downstream of the stair screen.
- m. One (1) adjustable repeat cycle timer mounted on DIN rail that shall be activated by a signal from the differential level controller.
- n. One (1) current sensing relay. The current sensing relay shall continuously monitor the motor current to prevent damage due to a jam obstruction or a unit malfunction. An over current condition that causes motor shutdown shall cause an alarm to sound. The alarm shall be manually reset prior to the unit returning to normal operation.
- o. One (1) elapsed time meter.
- p. Terminal blocks for control cabling
- q. Surge protection for analog and discrete cabling
- 5. All selector switches, pushbuttons and pilot lights shall be NEMA rated components. IEC rated components are not acceptable.
- 6. Include an Ethernet communication module with a multimode fiber connection for future fiber interface by the owner.

2.10 SEQUENCE OF OPERATION

- A. The stair screen shall be manually operable from the local control station.
- B. The screen shall be cycled by a demand signal generated from a differential level controller. The differential level controller located within the remote-control panel shall measure the head loss across the screen. Once a preset level differential has been reached, a signal in the form of a dry contact closure is generated for starting the screen. Once directed to start, the screen will be cycled on and off by a repeat cycle timer until the head loss is reduced to a preset operating differential level. Ultrasonic transducers mounted upstream and downstream of the screen shall measure differential level.

2.11 FASTENERS

- A. All fasteners shall be 316 stainless steel unless otherwise indicated in this specification. All threaded fasteners shall be coated with a nickel based anti-seize thread lubricant prior to assembly.

2.12 ANCHOR BOLTS

- A. Anchor bolts shall be provided by the Manufacturer.
- B. All anchor bolts shall be 316 stainless steel unless otherwise indicated in this specification.

Anchor bolts shall be ample size and strength for the purpose intended and as shown on the Contract Drawings.

2.13 LUBRICATION

- A. Equipment shall ship completely lubricated, ready for commissioning.
- B. The Manufacturer shall state in the operating manual the amount of and specification for any lubricant required.

2.14 PROTECTIVE COATINGS

- A. Stainless steel and plastic components shall not be coated. The stainless steel structural components shall be passivated per the methods described in ASTM A380-99, after fabrication to remove embedded iron, surface rust and weld burn.
- B. All other surfaces shall be solvent cleaned to remove dirt, oil and foreign materials. Cleaned surfaces shall be shop primed with one (1) coat of TNEMEC Series N69-1212 primer, or equal, to attain a minimum dry film thickness of 2.5 mils.
- C. The motor and gear reducer shall be finish coated with two (2) coats TNEMEC Series 1074 Endura-Shield, or equal, to attain a total minimum dry mil thickness of 5 mils.
- D. The motor and gear reducer shall be painted the same color.
- E. Non-stainless steel control panels shall have Manufacturer's standard paint finish.

2.15 SPARE PARTS

- A. The Manufacturer shall furnish the following spare parts as the total amount of spare parts for this specification section.
 - 1. Three (3) movable stainless steel lamellas
 - 2. Three (3) fixed stainless steel lamellas
 - 3. Twenty-five (25) plastic spacers
- B. All spare parts shall be properly packaged, labeled and stored where directed by the Owner or Engineer.

PART 3 - EXECUTION

3.01 TESTING

- A. The screen shall be factory assembled and factory run tested in the United States. The main control shall also be factory tested.
- B. The screen shall also be field tested after erection in the presence of the Owner and Engineer to confirm and verify the structural and mechanical compliance to the specification. The field acceptance test shall include demonstrating that the screen operates without vibration, jamming or overheating and perform its specified function satisfactorily.

3.02 INITIAL START-UP AND TRAINING

- A. The Contractor shall provide the services of a factory-employed service technician who shall adequately inspect the installation, test the equipment furnished under this Contract and instruct the Owner's operating personnel in its maintenance and operation. Factory personnel are required. Manufacturer's representatives are not deemed acceptable to provide the start-up service. The services of the technician shall be provided for two separate trips as follows:
 - 1. One (1) trip of two (2) days of service to inspect and certify the installation prior

to startup and instruct Owner's personnel in proper operation and maintenance of the equipment.

3.03 WARRANTY

- A. The Manufacturer shall warrant that the supplied equipment shall be free from defects in material and workmanship and that it will replace or repair, F.O.B. its factory, any part or parts, which examination shall show to have failed under normal use and service by the user within eighteen (18) months following initial shipment or twelve (12) months following operation start up, whichever occurs first.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.

22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. AWARDS

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

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. AWARD AND EXECUTION OF CONTRACT:

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. BID RETURNS

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. BID PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

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

14. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. CONDUCT OF VENDORS

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. CONTRACT

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

23. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. COOPERATIVE PURCHASING

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

26. COPYRIGHT AND PATENT RIGHTS

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY VENDOR

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

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

29. DEBARMENT HISTORY

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. DEFAULT PROVISIONS

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

31. DELIVERY OF GOODS/SERVICES

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. EVALUATION

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

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

40. FINANCIAL STABILITY

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. FORCE MAJEURE

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

42. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. HIPAA COMPLIANCE

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. INSURANCE

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. INSURANCE REQUIREMENTS

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

53. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. IRREVOCABILITY OF RESPONSES

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

55. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

57. LICENSES, PERMITS AND TAXES

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. LITERATURE (if applicable):

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not

covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

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

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

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax

receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

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

60. MAINTENANCE

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. NON-EXCLUSIVITY OF CONTRACT

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. NON-PERFORMANCE:

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. OTHER AGENCIES

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. PATENTS/COPYRIGHTS

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

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. PREPARATION OF RESPONSES

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

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. PRICING

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation

meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. PURCHASE ORDER AND DELIVERY

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. RECORDS/AUDIT

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these

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

83. RECYCLED MATERIALS

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

84. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. REQUEST FOR ADDITIONAL INFORMATION

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

86. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

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

88. RIGHT OF WITHDRAWAL

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

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. SUBCONTRACTING

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

100. SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. TERM CONTRACTS

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. TERMINATION - NOTICE

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

105. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may

vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. USE OF SOLICITATION FORMS

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. VARIANCES

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. VENDOR'S PRODUCT OR SERVICES

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

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

- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1,5-19-2015)

111. WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM and DURATION

The term of the contract shall be from the date of the Notice to Proceed.

There will be two hundred and seventy (270) calendar days for substantial completion of the project after grace period and start of work and another thirty (30) calendar days from final completion.

PROJECT TIME-LINE:

- A. Notice of Award: after bid opening and compete review of submitted bid information
- B. Notice to Proceed: after Pre-construction Meeting
- C. Start Time: TBD by Public Works and Utilities Dept. after Pre-construction Meeting
- D. Substantial Completion Time: 270 days maximum from start time
- E. Final Completion Time: 30 calendar days after final substantial completion time

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

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

BID BONDS

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.

PAYMENT & PERFORMANCE BONDS

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. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ Attachment 1 – Bid Proposal
- _____ Copy of Certified General Contractor License
- _____ Bid Bond
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

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

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

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

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of _____
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolocontendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 6 if paragraph 7 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __STATE: _____ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or tradename?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Contractor/Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

						"ATTACHMENT 1" SCHEDULE OF UNIT PRICING						
BID FORM												
CITY OF PORT ORANGE												
ITB # 19-14												
WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT												
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 NAME:												
AUTHORIZED SIGNATURE:												
PROPOSAL PRICING												
ITEM #	DESCRIPTION					QTY EACH	UNIT	PROPOSED PRICE			TOTAL PRICE	
1	Furnish and install automatic stair screens for collecting and removing debris from the incoming wastewater flow Per SOW in ITB 19-14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT					1	LS	<u>\$0.00</u>			\$0.00	
								TOTAL BASE BID			\$0.00	
Shall warranty all materials, labor and workmanship beyond the one-year minimum for								additional year(s) after date of acceptance				
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER												

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$ _____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction 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.

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CITY OF PORT ORANGE CONSTRUCTION
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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle**

THIS AGREEMENT is by and between **Port Orange, Florida 32129** (“Owner”) and _____ (“Contractor”).

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by__ (“Engineer”), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner’s agent for purposes of approving Contractor’s payment requests.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.
- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Completion

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the

General Conditions, the Work shall be substantially completed within_ days after the Effective Date of the Agreement.

- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

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: \$_____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, 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:

<u>UNIT PRICE WORK</u>					
<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 Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. 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). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 Final Payment

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 801 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully 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." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - 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.

- 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. Combination Payment and Performance Bond (pages _____ to _____, inclusive).
 - 3. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 4. General Conditions (pages ____ to ____ , inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages ____ to ____ , inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____[or] the Drawings listed on attached sheet index.
8. Addenda (numbers _____ to _____, inclusive).
9. 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).
 1. Affidavit Regarding Workers' Compensation
 2. Certificate for Workers' Compensation
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
10. 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 and parts 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 or part 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.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 No-Damage-for-Delay

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor’s sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor’s scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 No Intended Third Party Beneficiaries

- A. There are no intended third party beneficiaries to the Contract.

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.

CITY OF PORT ORANGE

Owner

By: Allen Green

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Contractor

By: _____

Title: _____

Date: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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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 and Owner 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 and/or Owner 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; (iii) achieve Final Completion; and (iv) 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 by the last of the two parties.
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. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *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.
24. *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.
25. *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.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *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.
28. *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.
29. *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.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *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.
33. *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.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *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.
36. *Punchlist*—The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *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.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *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.

40. *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.
41. *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.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, 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.
43. *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.
44. *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.
45. *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.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or 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. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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.
50. *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.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *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.
53. *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. is failing or has been damaged.

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 such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 Copies of Documents

- A. At the request of Contractor, Owner or Engineer shall furnish to Contractor up to 5 hard copies of the Drawings and Specifications. Additional copies of the Drawings and Specifications will be furnished upon request at the cost of reproduction.

2.03 Notice to Proceed; Starting the Work

- A. Contractor shall not commence the Work until Owner issues a Notice to Proceed. A Notice to Proceed may be issued by Owner at any time after the Effective Date of the Agreement.

2.04 N/A

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 and Owner 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, and identifying the Substantial Completion and Final Completion dates;
 - 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 / line-items 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 or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner 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 and approved by Engineer and Owner.

1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items 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 (*e.g.*, answering Requests for Information) 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 and dimensions. 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 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

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).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from

Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

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 therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions may 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 and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited 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 first 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 within 5 days. 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;
 - 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; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.
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 within 5 days after first becoming aware of such condition.
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 therefor 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 first 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 within 5 days. 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 (i) 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 or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. 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 therefor 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.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

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 or identified in a report listed in the Supplemental Conditions. 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 or if such condition is caused by the negligence, recklessness, or intentional misconduct of 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) within 5 days of first becoming aware of the condition. 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. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. 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 therefor 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 therefor 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. *N/A*

H. *N/A*

I. *N/A*

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, 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. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. 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. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.

- 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 Florida 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 Florida to issue bonds or insurance policies for the limits and coverages so required.

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. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 therefrom;
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 for ongoing and completed operations, 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 coverages 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 Paragraph 6.20 below and as otherwise set forth in the Contract;
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 10 years after Substantial Completion.
 - 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.
- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. 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, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, 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. *N/A*

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. *N/A*

E. *N/A*

F. Contractor's all-risk property insurance shall not terminate or expire if Owner elects to utilize or occupy any portion or portions of the Project prior to Substantial Completion. Contractor shall obtain an occupancy / use endorsement that allows Owner to utilize or occupy a portion or portions of the Project prior to Substantial Completion (such that if a temporary Certificate of Occupancy or Completion is issued for a portion(s) of the Project, the all-risk property insurance shall remain in full force).

G. In the event of any conflict between this Paragraph 5.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 thereunder. 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 Contractor as trustee or otherwise payable under any policy so issued.

B. *N/A*

C. *N/A*

D. In the event of any conflict between this Paragraph 5.07 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 Contractor and made payable to Contractor 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. Contractor 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, only if applicable, the cost thereof covered by an appropriate Change Order.
- B. Contractor 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 Contractor's exercise of this power. If such objection be made, Contractor 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, Contractor 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.
- C. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, excluding the deductible, and seek reimbursement from Contractor's policy that identifies both Contractor and Owner as named insureds. If Owner exercises this right, it shall have sole authority to settle and adjust any claim and receive reimbursement under the policy with the proceeds made payable to Owner. Contractor shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall constitute a material breach of the Contract. If Owner does not elect this right, Contractor shall be required to fund the costs associated with any property insurance claim and seek reimbursement under the policy.

- D. In the event of any conflict between this Paragraph 5.08 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.09 Acceptance Insurance; Option to Replace

- A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract Documents, Owner shall notify Contractor 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, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.
- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. N/A

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. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, 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 and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and 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.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start

date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

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 therefor. 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. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- 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 and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- 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. *N/A*

C. *N/A*

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 therefor 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. *N/A*

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 as-built conditions and 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. thoroughly 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 regarding payment or otherwise, 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;
7. any correction of defective Work by Owner; or
8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

- A. To the fullest extent permitted by Florida law including Florida Statute §725.06, Contractor shall indemnify and hold harmless Owner (including Owner's officers and employees) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract. Contractor agrees and understands that the monetary limitation on the extent of its indemnification shall be \$1 million per occurrence or the per occurrence limits of its commercial general liability (CGL) insurance, whichever is greater, which bears a reasonable commercial relationship to the Contract and is hereby part of the project specifications and bid documents.
- B. To the fullest extent permitted by Florida law, Contractor shall defend Owner (including Owner's officers and employees) from claims, demands, and litigation asserted against Owner to the extent such claims, demands, or litigation are caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.
- C. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 6.20.A and B above includes, without limitation, claims, losses, etc. for personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

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 therefor, 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 therefor 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 or as otherwise provided in Florida Statute §218.735.

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. N/A

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 therefor 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 thereunder. 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 clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to

Engineer seeking clarification as to an aspect of the Contract Documents. 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. *N/A*

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 therefor 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 that are then resolved by the parties to the Agreement.

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 otherwise waived pursuant to the Contract, 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. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, 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 detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. 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.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant 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. *N/A*
- 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.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

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) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of 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 is 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, recklessness, or intentional misconduct 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. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for 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 are estimates and 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 shall be guaranteed and 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 for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units 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 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.
- 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 therefor 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 not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, 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 only be entitled to an equitable adjustment in Contract Times. 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. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, 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 only 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. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- 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 therefor 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 therefor 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 therefrom.
- 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 therefrom) 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 therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

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 7 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 therefor 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 and Owner. 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. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, 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 (in a form approved by Owner) certifying that all previous progress

payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall 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. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
6. 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. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

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 undisputed 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 and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- 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 therefor.
- 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 subject to the Certificate of Occupancy (or Completion).
- D. 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 Punchlist.

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 therefor. 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 Completion- Punchlist

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.
- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 Final Payment

A. Application for Payment:

1. After Contractor achieves Final Completion and furnishes all required maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up or as-built record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment inclusive of retainage 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 that Contractor maintains completed operations coverage for its required commercial general liability (CGL) insurance;
 - 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 final releases or waivers (satisfactory to Owner) of all Lien rights or Liens filed in connection with the Work.
3. In lieu of the final releases or waivers of Liens specified in Paragraph 14.07.A.2.d and as approved by Owner, Contractor may furnish an affidavit of Contractor whereby Contractor swears that: (i) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner has paid Contractor through the date of Contractor's final Application for Payment have been paid by Contractor and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner will pay Contractor in the final Application for Payment will represent Contractor's receipt of all payments for the Work except for the specifically enumerated Claims (and Claims not specifically enumerated are deemed released and waived) and that Contractor will promptly pay its Subcontractors and Suppliers upon its receipt of the final payment.
4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 14.07) are conditions precedent to final payment.

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 10 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 below. 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. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, 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, 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 therefor 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;
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 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. 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 5 days of the 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 5 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. *N/A*; and
 - 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- 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) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 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. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 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. Contract, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Mediation shall be a condition precedent to any dispute between Owner and Contractor relating to the Contract; provided, however, that Owner, in its sole discretion, can waive mediation as a condition precedent to pursue a claim / litigation against Contractor or defend a claim / litigation from Contractor. The party initiating mediation must submit written request to the other party of its desire to mediate and provide the names of suggested mediators. The parties shall work together to mutually agree on a mediator within 30 days from the written request. The parties shall mediate the dispute within 60 days from the written request unless a different date is agreed upon due to the availability of the mediator, the availability of the parties and their counsel, or upon the mutual agreement of the parties. If the parties are unable to agree on a mediator (and the Owner has not elected to waive mediation), the parties, subject to Paragraph 16.01.C below, agree to allow the court to unilaterally select the mediator and any litigation will be stayed pending the outcome of such mediation.
- B. *N/A.*
1. *N/A.*
- C. Any litigation arising out of or relating to the Contract shall be brought in the exclusive venue of Volusia County, Florida. The prevailing party shall be entitled to all attorneys' fees and court costs at the trial and appellate level. **CONTRACTOR VOLUNTARILY AND KNOWINGLY WAIVES IT RIGHT TO A TRIAL BY JURY.**

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, or an overnight carrier (such as UPS or FedEx) 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 of Florida.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:

- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:

- 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

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 from date of final project completion. 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.2. Delete 12.01.C.2. in its entirety and insert the following as Paragraph 12.01.C.2:

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 cost incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall not exceed 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall not exceed five percent;
 - c. for increases in the Contract Price, if Owner pursuant to Paragraph 11.01.A.3, requests Contractor to obtain competitive bids from subcontractors and the subcontractor bids are on the basis of Cost of 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, will be paid a fee not to exceed 10 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and Contractor will be paid a fee not to exceed five percent of the subcontractor's Cost of Work. Contractor shall not be paid a contractor's fee for multiple tiers of subcontracts.
 - 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.

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

End of Solicitation Documents





CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 1

July 1, 2019

purchdiv@port-orange.org

ITB# 19-14 WASTE RECLAMATION FACILITY BAR SCREEN REPLACEMENT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 24, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

1. Bid opening 8/7/2019.
2. Updated Pricing Sheet 7/1/19.

B. CHANGES TO SPECIFICATIONS:

1. Spec Change after 7/1/2019. Changes to Specifications can be found at the following link:

https://portorange.sharepoint.com/:f:/g/pch/EjAL68LWleFEqn7zyXKe_8gBTxCoCoDBpMnSkxSv3q56Mg

C. QUESTIONS AND ANSWERS:

Question 1. What is the engineer's estimate?

Answer: The Engineer's Opinion of Probable Cost is Base Bid: \$350,000

Question 2.

Answer:

David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-14 remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 2

July 30, 2019

purchdiv@port-orange.org

ITB# 19-14 WASTE RECLAMATION FACILITY BAR SCREEN REPLACEMENT

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 24, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

1. Bid opening 8/7/2019.
2. Updated Pricing Sheet 7/1/19.

B. CHANGES TO SPECIFICATIONS:

1. Spec Change after 7/1/2019 Changes to Specifications can be found at the following link https://portorange.sharepoint.com/:f:/g/pch/EjAL68LWleFEqn7zyXKe_8gBTxCoCoDBpMnSkxSv3q56Mg
2. Spec change 7/19/2019 for the new FRP covers. Revised Spec 06610 **"066100 FL - FIBERGLASS REINFORCED PLASTICS (rev 7-19-19)"** covers the new FRP grating required. Grating shall have integral covers. See revised Specification 066100 attached. Grating supplier shall provide drawings signed and sealed by a Florida Professional Engineer including any additional supports required for the grating/cover system per Specification 066100 1.3 C. SEE **"ATTACHEMENT A 066100 FL - FIBERGLASS REINFORCED PLASTICS (rev 7-19-19)"** at the end of this addendum: Page 6 - 12

C. QUESTIONS AND ANSWERS:

Question 1. What is the engineer's estimate?

Answer: The Engineer's Opinion of Probable Cost is Base Bid: \$350,000

Revised 7/19/2019 to: Engineer's Opinion of Probable Cost is Base Bid: \$600,000

Question 2. I didn't see a Liquidated Damages amount anywhere in these specs or the addendum so that I may order a bid bond. Please advise the Liquidated Damages amount for substantial and final completion.

Answer: \$500/day

Question 3. Does local preference apply?

Answer: Yes see Form 7.12

Question 4. What does the City want to do with the salvage materials?

Answer: No salvage materials is required by the City

Question 5. Is there any special funding on this project?.

Answer: NO

Question 6. Is there a buy American act evoked?

Answer: NO

Question 7. Will the structure be shut down during the construction?

Answer: The headworks bypass piping can be used while the screens are being replaced. The new screens can be installed simultaneously or separately, but the intent is to reduce the overall time that the bypass is utilized. The Contractor can propose either methodology but must provide a schedule that defines the total bypass time required. In no circumstance should the total bypass time exceed (2) weeks.

Question 8. No bi-pass, is that correct?

Answer: See response to Question 7.

Question 9. Will the City award the project if bids exceed the \$350,000 engineer's estimate?

Answer: The City will make that decision after the bids have been received.

Question 10. Does the City intend to direct purchase any equipment after contract award?

Answer: No

Question 11. Sheet E-101 shows a SCADA Hard Wire J-Box & a Fiber Patch Box, are these both new or existing boxes? If the boxes are new, where are they to be installed?

Answer: These are all new. They should be installed in between the 2 new control panels. Minimum size shall be 18"X18"x12" deep, NEMA 4X SS with hinged cover. Junction boxes for hardwire communications and fiber to be installed on handrail at operating level of bar

screens or on the side of the concrete structure. Conduit and cabling from each box shall be run to the SCADA Control Panel located within the east master lift station. The SCADA Control Panel currently does not have capacity to accept signals from the barscreen, label and coil wire and fiber in SCADA Control Panel for future use.

Question 12. Any SCADA screen work and actual connections for signals from the new bar screen control panels to the existing City SCADA/screens are by others and not part of this project?

Answer: Correct. The fiber connection is for “future” SCADA integration. As such there is no SCADA HMI screen work in this contract.

Question 13. Is there a spec for the new FRP covers?

Answer: Revised Spec 06610 **“066100 FL - FIBERGLASS REINFORCED PLASTICS (rev 7-19-19)”** covers the new FRP grating required. Grating shall have integral covers. See revised Specification 066100 attached. Grating supplier shall provide drawings signed and sealed by a Florida Professional Engineer including any additional supports required for the grating/cover system per Specification 066100 1.3 C. SEE **“ATTACHEMENT A 066100 FL - FIBERGLASS REINFORCED PLASTICS (rev 7-19-19)”** at the end of this addendum

Question 14. Is there a detail on the installation of the FRP covers? Are the FRP covers to mount on existing embed angle at the trenches or on top of the walls?

Answer: FRP covers shall mount in the existing embedded angle.

Question 15. What are the trench widths for the new FRP covers to span shown on sheet D-101? Are the covers self-supporting or require additional beams for support?

Answer: Approximate channel widths are provided below. Intermediate support beams may be required based upon the maximum span grating section. Contractor shall coordinate same with selected grating system supplier. No columns may be installed within the channels. Grating supplier shall provide drawings signed and sealed by a Florida Professional Engineer including any additional supports required for the grating/cover system per Specification 066100 1.3 C.

EL 34.0 – west/east channel northside 4’ wide

EL 34.0 – north/south channel 5’ wide

EL 34.0 – west/east channel southside 5’ wide

EL 28.0 – west/east channel 5’ wide

EL 28.0 – north/south channel 5’-6” wide

Question 16. With the existing access stairs, walkways & handrail being replaced at the Headworks structure, are any temporary access stairs & walkways required for City staff while the work is being performed?

Answer: The Contractor shall provide temporary access to the headworks, while the stairway is out of service. Temporary handrail is acceptable during demolition and during new stairway construction. Providing an OSHA approved man lift, and operator, is an acceptable means of temporary access while the stairs are being demolished and replaced.

Question 17. The existing FRP covers are being replaced at the headworks structure. Is the existing trench imbed depth 1-3/4"? If so, are the new FRP covers to consist of 1.5" thick grating with a 1/4" plate on top of it for a flush fit, to minimize any tripping hazard? The standard plate top is 1/8" thick.

Answer: The existing imbed depth is 1.5" thick. A top plate thickness of 1/8" is acceptable.

Question 18. Sheet D-101 note 12 calls for FRP grating on the new aluminum frame walkway. Is this correct or is aluminum grating preferred as shown on note 6?

Answer: The covered grating shown with a stippled hatch pattern is covered FRP. This is identified by Note 7. That grating shown with a parallel cross hatched pattern is aluminum framing and open aluminum grating. Note 6 applies only to the new aluminum walkways and grating. All handrail is aluminum. The new stairs and landings are aluminum, per note 11.

Question 19. Please confirm if the scales need to be revised on sheet DD-101, DD-201, D-101, D-201, and D-202.

Answer: The scale shown on the plans are for full size plots, not 11" x 17".

Question 20. Confirm if the contractor needs to provide instrumentation and control. Will there be any grit in the existing channel that will need to be cleaned out before construction begins?

Answer: Barscreen control is provided by the local control panels and the remote H-O-A switch at the bottom of the stairs. Fiber cabling back to the MCP is required per sheet E-101. The new panels will NOT be integrated into the plant SCADA network at this time.

It is not anticipated that there will be significant grit in the channels. Any grit that is present in the immediate vicinity of the bar screens can be deposited in the on-site grit dumpsters at the headworks.

Question 21. Is the intention to work on one bar screen at a time?

Answer: The headworks bypass piping can be used while the screens are being replaced. The new screens can be installed simultaneously or separately, but the intent is to reduce the overall time that the bypass is utilized. The Contractor can propose either methodology but must provide a schedule that defines the total bypass time required. In no circumstance should the total bypass time exceed (2) weeks.

Question 22. Will temporary access need to be provided once the stairs and handrails are removed?

Answer: The Contractor shall provide temporary access to the headworks, while the stairway is out of service. Temporary handrail is acceptable during demolition and during new stairway construction. Providing an OSHA approved man lift, and operator, is an acceptable means of temporary access while the stairs are being demolished and replaced.

Question 23. Please confirm if there is a form of isolation downstream of the bar screens if the bar screens are being worked on one at a time.

Answer: The headworks bypass can be used while the screens are being replaced. Refer to question 4 response, above.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-14 remains unchanged

END OF ADDENDUM NO. #2

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall furnish, fabricate (where necessary), and install all fiberglass reinforced plastic (FRP) items, with all appurtenances, accessories and incidentals necessary to produce a complete, operable and serviceable installation as shown on the Contract Drawings and as specified herein, and in accordance with the requirements of the Contract Documents.

1.2 REFERENCES

- A. The publications listed below (latest revision applicable) form a part of this specification to the extent referenced herein. The publications are referred to within the text by the designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) Test Methods:
ASTM D 635 – Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position

ASTM D-638 – Tensile Properties of Plastics

ASTM D-696 – Coefficient of Linear Thermal Expansion for Plastics

ASTM D-790 – Flexural Properties of Unreinforced and Reinforced Plastics

ASTM D-2344 – Apparent Interlaminar Shear Strength of Parallel Fiber Composites by Short Beam Method

ASTM E-84-Surface Burning Characteristics of Building Materials

THE OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA)

Code of Federal Regulations (CFR), Volume 29

1.3 CONTRACTOR SUBMITTALS

- A. The Contractor shall furnish shop drawings of all fabricated structural systems and accessories in accordance with the provisions of this Section.

- B. The Contractor shall furnish manufacturer's shop drawings clearly showing material sizes, types, styles, part or catalog numbers, complete details for the fabrication of and erection of components including, but not limited to, location, lengths, types and sizes of fasteners, clip angles, member sizes, and connection details.
- C. The Contractor shall submit the manufacturer's published literature including connections, structural design data, structural properties data, corrosion resistance tables, certificates of compliance, test reports as applicable, and design calculations for all systems noted in the contract documents, sealed by a Professional Engineer registered in the State of Florida.
- D. The Contractor may be requested to submit sample pieces of each item specified herein for acceptance by the Engineer as to quality and color. Sample pieces shall be manufactured by the method to be used in the Work.

1.4 QUALITY ASSURANCE

- A. All items to be provided under this Section shall be furnished only by manufacturers having a minimum of ten (10) years' experience in the design and manufacture of similar products and systems. Additionally, if requested, a record of at least five (5) previous, separate, similar successful installations in the last five (5) years shall be provided.
- B. Manufacturer shall offer a three (3) year limited warranty on all FRP products against defects in materials and workmanship.
- C. Manufacturer shall be certified to the ISO 9001-2000 standard.
- D. Manufacturer shall provide proof of certification from at least two other quality assurance programs for its facilities or products (UL, DNV, ABS, USCG, AARR).

1.5 PRODUCT DELIVERY AND STORAGE

- A. Delivery of Materials: Manufactured materials shall be delivered in original, unbroken pallets, packages, containers, or bundles bearing the label of the manufacturer. Adhesives, resins and their catalysts and hardeners shall be crated or boxed separately and noted as such to facilitate their movement to a dry indoor storage facility.
- B. Storage of Products: All materials shall be carefully handled to prevent them from abrasion, cracking, chipping, twisting, and other types of damage. Store adhesives, resins and their catalysts and hardeners in dry indoor storage

Attachment A 066100 FL - FIBERGLASS REINFORCED PLASTICS (rev 7-19-19)

City of Port Orange

06/2019

facilities between 70 and 85 degrees Fahrenheit (21 to 29 degrees Celsius) until they are required.

PART 2 – PRODUCTS

2.1 MANUFACTURER

- A. Acceptable manufacturers include:

Fibergrate Composite Structures Inc.

5151 Belt Line Road, Suite 700

Dallas, TX 75254-7028 USA

(800) 527-4043 (972) 250-1530 (fax)

Strongwell Manufacturing

1610 Highway 52 S

Chatfield, MN 55923

(507) 867-3479

2.2 GENERAL

- A. All FRP items furnished under this Section shall be composed of fiberglass reinforcement and resin in qualities, quantities, properties, arrangements and dimensions as necessary to meet the design requirements and dimensions as specified in the Contract Documents.
- B. Fiberglass reinforcement shall be continuous roving in sufficient quantities as needed by the application and/or physical properties required.
- C. Resin shall be vinyl ester for all systems with chemical formulations as necessary to provide the corrosion resistance, strength and other physical properties as required.
- D. All finished surfaces of FRP items and fabrications shall be smooth, resin-rich, free of voids and without dry spots, cracks, crazes or unreinforced areas. All glass fibers shall be well covered with resin to protect against their exposure due to wear or weathering.
- E. All FRP products shall have a tested flame spread rating of 25 or less per ASTM E-84 Tunnel Test. Gratings shall also have tested burn time of less than 30 seconds and an extent of burn rate of less than or equal to 10 millimeters per ASTM D635.
- F. All mechanical grating clips shall be manufactured of Type 316SS (stainless steel).

G. Covered grating shall include solid FRP panels with a non-skid surface.

2.3 STRUCTURAL SHAPES

- A. All structural shapes are to be manufactured by the pultrusion process with a glass content minimum of 45%, maximum of 55% by weight. The structural shapes shall be composed of fiberglass reinforcement and resin in qualities, quantities, properties, arrangements and dimensions as necessary to meet the design requirements and dimensions as specified in the Contract Documents.
- B. Fiberglass reinforcement shall be a combination of continuous roving, continuous strand mat, and surfacing veil in sufficient quantities as needed by the application and/or physical properties required.
- C. Resins shall be fire retardant vinyl ester with chemical formulation necessary to provide the corrosion resistance, strength and other physical properties as required.
- D. Pultruded structural shapes are to have the minimum longitudinal mechanical properties listed below:

Property	ASTM Method	Value	Units
Tensile Strength	D-638	30,000 (206)	Psi (MPa)
Tensile Modulus	D-638	2.5×10^6 (17.2)	Psi (GPa)
Flexural Strength	D-790	30,000 (206)	Psi (MPa)
Flexural Modulus	D-790	1.8×10^6 (12.4)	Psi (GPa)
Flexural Modulus (Full Section)	N/A	2.8×10^6 (19.3)	Psi (GPa)
Short Beam Shear (Transverse)	D-2344	4,500 (31)	Psi (MPa)
Shear Modulus (Transverse)	N/A	4.5×10^5 (3.1)	Psi (GPa)
Coefficient of Thermal Expansion	D-696	8.0×10^{-6} (1.4×10^{-6})	In/in/°F (cm/cm/°C)
Flame Spread	E-84	25 or less	N/A

2.4 SQUARE MESH MOLDED FRP GRATING

- A. **Manufacture:** Grating shall be of a one piece molded construction with tops and bottoms of bearing bars and cross bars in the same plane. Grating shall have a square mesh pattern providing bi-directional strength. Grating shall be reinforced with continuous rovings of equal number of layers in each direction. Percentage of glass (by weight) shall not exceed 35% so as to achieve maximum corrosion resistance, and as required to maintain the structural requirements of the Contract.

After molding, no dry glass fibers shall be visible on any surface of bearing bars or cross bars. All bars shall be smooth and uniform with no evidence of fiber orientation irregularities, resin rich or resin starved areas.

- B. **Non-slip surfacing:** Gratings shall be manufactured with a concave, meniscus profile on the top of each bar providing maximum slip resistance. Gratings shall be manufactured with an integral grit molded into the panels during the manufacturing process. A concave profile on the top of each bar shall also be allowed for VE-25 and FS-25 resins.
- C. **Fire rating:** Grating shall be fire retardant with a tested flame spread rating of 25 or less when tested in accordance with ASTM E 84. Data performed only on the resin shall not be acceptable.
- D. **Resin system:** manufacturer may be required to submit corrosion data from tests performed on actual grating products in standard chemical environments. Corrosion resistance data of the base resin from the manufacturer is not a true indicator of grading product corrosion resistance and shall not be accepted.
- E. **Color:** As selected by Owner from manufacturer's catalog of standard color options.
- F. **Depth:** 1-1/12" or 2" as needed, with a tolerance of plus or minus 1/16".
- G. **Mesh configuration:** 1-1/12" or 2" as needed, square mesh with a tolerance of plus or minus 1/16" mesh centerline to centerline.
- H. **Load/Deflection:** Grating design loads shall be less than manufacturers published maximum recommended loads. Maximum recommended loads shall be determined by acoustic emission testing. Grating shall be designed for a uniform load of 50 psf or concentrated load of 300 lb. Deflection is not to exceed 0.375".

- I. Substitutions: Other products of equal strength, stiffness, corrosion resistance and overall quality may be submitted with the proper supporting data to the engineer for approval.
- J. Where covered grating is indicated, the grating sections shall include integral FRP panels bonded to the substrate. Panels shall have a non-skid surface.

2.5 GRATING PEDESTAL SUPPORT SYSTEM

- A. Grating pedestals shall be adjustable. Pedestal shall consist of molded bases and tops, with pedestals joining the bases and tops and 316 stainless steel threaded rods for adjustability.
- B. Bases and tops shall be injection molded, glass reinforced, thermoplastic polyester for maximum corrosion resistance. Tops shall be provided in a single head configuration for use in the interior of the grating panels and in a quad head configuration for use at the corners and edges of the grating panels. Pedestal tops are to be manufactured such that there is free drainage of fluids. Color shall be light gray.
- C. Pedestals shall be 2-1/8" x 3/16" square tube as manufactured by the pultrusion process and in accordance with Section 2.3 – Structural Shapes. Adjustability shall be achieved with a 316 stainless steel all-thread component that threads into the molded fittings. Color shall be light gray.
- D. Where required, stainless steel clips for holding single head pedestals to the underside of the grating are to be provided. These clips are to be constructed of 316 stainless steel and be configured to allow height adjustment of the pedestal from the walking surface of the grating.
- E. Design – Pedestal floor system shall be designed for a uniform load of 50 psf or concentrated load of 300 lb. Deflection of supported grating is not to exceed 0.375". Grating pedestals are to be laid out according to the manufacturer's published literature or as indicated in the contract drawings.
- F. Perimeter embedded support angle shall be Dynaform® E-Z Angle Support where embedment angle is not provided shall be Dynaform® angle, 3" x 3" 1/4" minimum. This ledge angle is to be anchored at a maximum of 24" on center with 3/8" diameter 316SS Hilti Kwik Bolt II anchors or approved equal, installed following the anchor bolt manufacturers recommendations. Anchor bolts are to be supplied by the contractor.
- G. Substitutions: Other products of equal strength, stiffness, corrosion resistance and overall quality are acceptable only with prior approval by the engineer, after review of the proper supporting data.

Attachment A 066100 FL - FIBERGLASS REINFORCED PLASTICS (rev 7-19-19)

City of Port Orange

06/2019

PART 3 – EXECUTION

3.1 INSPECTION

- A. Shop inspection is authorized as required by the Contractor and shall be at Contractor's expense. The fabricator shall give ample notice to Contractor prior to the beginning of any fabrication work so that inspection may be provided. The grating shall be as free, as commercially possible, from visual defects such as foreign inclusions, delamination, blisters, resin burns, air bubbles and pits. The surface shall have a smooth finish (except for grit top surfaces).

3.2 INSTALLATION

- A. Contractor shall install gratings, grating pedestals, and embedment / ledge angles in accordance with manufacturer's assembly drawings. Fasten materials securely in place with fasteners as specified herein. Field cut and drill fiberglass reinforced plastic products with carbide or diamond tipped bits and blades. Seal cut or drilled surfaces in accordance with manufacturer's instructions. Follow manufacturer's instructions when cutting or drilling fiberglass products or using resin products.

END OF SECTION

ATTACHEMENT A 066100 FL - FIBERGLASS REINFORCED PLASTICS (rev 7-19-19)

OPENING DATE/TIME: 8/2/2019 2:30 P.M.

BID Tabulation FORM**ITB # 19-14****WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT**

				L7 Construction		McMahan Construction		Constantine Constructors		SGS Contracting Service	
				Sanford, FL		Deland, FL		Fort Walton Beach, FL		High Springs, FL	
ITEM #	DESCRIPTION	QTY EACH	UNIT	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE
1	General Conditions	1	LS	\$59,697.00	\$59,697.00	\$30,000.00	\$30,000.00	\$43,090.00	\$43,090.00	\$35,000.00	\$35,000.00
2	Bar Screen Replacement	2	EA	\$184,000.00	\$368,000.00	\$160,000.00	\$320,000.00	\$204,500.00	\$409,000.00	\$187,350.00	\$374,700.00
3	Grating, Covers, & Railing	1	LS	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$100,273.00	\$100,273.00	\$40,000.00	\$40,000.00
4	Stairway Replacement	1	LS	\$39,000.00	\$39,000.00	\$94,000.00	\$94,000.00	\$111,590.00	\$111,590.00	\$35,000.00	\$35,000.00
5	Electrical (Includes Lighting)	1	LS	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$40,840.00	\$40,840.00	\$40,000.00	\$40,000.00
6	Permits & Allowances	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BASE BID:					\$631,697.00		\$584,000.00		\$724,793.00		\$544,700.00
Warranty (years):					1		1		1		1
Required Forms Submitted:					YES		YES		YES		YES
Bid Bond Submitted:					YES		YES		YES		YES
Resonsive & Responsible Bidder:					YES		YES		YES		YES
										1 Year \$3500	
										2 Years \$6000	
										3 Years \$8500	

Additional Year pricing

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS



City of Port Orange Public Works & Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Business Manager

FROM: Junos Reed, Public Works & Utilities Engineering & Construction Manager

DATE: August 20, 2019

SUBJECT: SGS Contracting Services – Intent to Award ITB 19-14 Water Reclamation Facility Barscreen Replacement

REQUEST:

The Public Works & Utilities Department requests City Council approval to award bid #ITB 19-14 Water Reclamation Facility Barscreen Replacement to SGS Contracting Services, Inc. for an amount of \$544,700.00.

PURPOSE:

The purpose of this project is to replace the existing influent mechanical barscreens at the Water Reclamation Facility.

CONSIDERATION:

A barscreen is a mechanical filter used to remove large objects, such as rags and plastics, from wastewater. It is part of the primary filtration flow and typically is the first, or preliminary, level of screening and is installed at the influent to a wastewater treatment plant. The removal of these objects from the waste stream are critical to achieve the most efficient treatment of the waste water.

The existing two barscreens at the Water Reclamation Facility (WRF) are 30 years old and have been rebuilt twice by the equipment manufacturer. Currently, one barscreen has failed and the other is in danger of failing. The frames are corroded, and the mechanical equipment does not operate properly. Estimates to rebuild the units currently exceed the price to purchase new replacement units. In addition to the new barscreens this project will upgrade the lighting, handrail, and stairs at the influent structure, which houses the barscreens, to improve Operator safety.

On August 2, 2019 the City received 4 sealed bids for Water Reclamation Facility Barscreen Replacement ITB #19-14. The lowest responsive and responsible bidder was SGS Contracting Services, Inc.

FUNDING:

Water Reclamation Facility Improvements (CIP)

Project SSP002

403 0400 535 63 97

Budget: \$1,176,375.54

Actual: \$544,700

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approval to award ITB 19-14 Water Reclamation Facility Barscreen Replacement to lowest responsive bidder, SGS Contracting Services, for an amount of \$544,700.00.

ANTICIPATED SCHEDULE:

a.) Set for Council Approval – October 1, 2019

b.) Fully executed Contract and bond – October 10, 2019

c.) Complete construction 300 days from Notice to Proceed.

ATTACHMENTS:

1. ITB19-14 All bid related documents



NOTICE OF INTENT TO AWARD

ITB# 19-14 WASTE RECLAMATION FACILITY BAR SCREEN REPLACEMENT

August 20, 2019

On August 2, 2019 Purchasing received Four (4) bids for ITB# 19-14 WASTE RECLAMATION FACILITY BAR SCREEN REPLACEMENT.

After review of the bids submitted, City Staff has made its recommendation to award SGS Contracting Services of High Springs, FL Total Base Bid of \$544,700.00.

Recommendation to award will be presented for City Council approval on October 1, 2019.

**David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent**

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT

ITB #19-14



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh Purchasing Agent

Release Date: June 24, 2019

Bid Due Date and Time: August 7, 2019 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-14

WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #19-14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 7, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid and Site Visit following the Pre-Bid Conference for the project at **1:00P.M.** (local time) on **July 8, 2019** and an Optional Pre-Bid Meeting and Site Visit following the Pre-Bid Conference at **1:00P.M.** (local time) on **July 10, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference and site visit must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the one of the Mandatory Pre-Bid Conference and site visit. Failure to sign in and attend the entire Mandatory Pre-Bid and Site Visit Conference shall result in disqualification of the submitted bid. Only Bidders attending a Mandatory Pre-Bid and Site Visit Conference will be eligible to submit a bid. **Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.**

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

DESCRIPTION: The City of Port Orange is soliciting sealed Bids for the purpose of Replacement of Bar Screen (s) for the Water Reclamation Facility. Bidders must be a commercial entity General Contractor licensed to do business in the State of Florida and perform the services identified herein.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed in writing to the Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19- 14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT" in the subject line. Last day for questions will be July 24, 2019 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

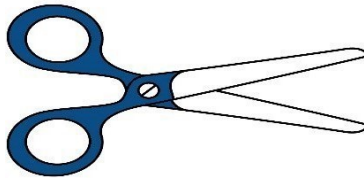
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David VanValkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT."**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – **June 24, 2019**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO.	ITB #19-14 _____
BID TITLE:	WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT _____
DUE DATE/TIME:	August 7, 2019 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent City Clerk Office-Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision ***Replacement of Bar Screen (s) for the Water Reclamation Facility.***

Furnish and install two (2) fully automatic stair screens for collecting and removing debris from the incoming wastewater flow.

The stair screen shall be provided complete with all accessories, spare parts, mounting anchor bolts, and other appurtenances as specified and as may be required for a complete operational system.

It shall be the Contractor's responsibility to ensure that the stair screen and appurtenances furnished and installed shall be compatible with and have the necessary operating clearances to the structural elements and associated equipment shown on the Contract Drawings.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution..... June 24, 2019
Mandatory Pre-Bid Conference July 8, 2019 at 1:00 P.M.
Optional Pre-Bid Meeting..... July 10, 2019 at 1:00 P.M.
Deadline for Questions: July 24, 2019 by 5:00 P.M.
Final Addendum Posting: July 31, 2019 by 5:00 P.M.
Bids Due: August 7, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... To Be Determined

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

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

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

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

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

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

PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conferences, Optional Pre-Bid Conferences and site visits for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors must attend either one of the meetings. All attendees to the Mandatory Pre-Bid Conferences must sign in. The representative of each Contractor/Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend either of the Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Bid Conferences will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #19-14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Van Valkenburgh
Purchasing Agent Buyer
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

Contractor/Vendor shall be licensed to do business in the State of Florida as a Certified General Contractor. Submit Sunbiz report showing your company registered as "Active".

Contractor/Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies..

Contractor/Vendors must be a commercial general contractor and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Contractor/Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Contractor/Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK and PROJECT TIMELINE

1) PROJECT TIMELINE

- A. Notice of Award: after bid opening and complete review of submitted bid information
- B. Notice to Proceed: after Pre-construction Meeting
- C. Start Time: TBD by Public Works and Utilities Dept. after Pre-construction Meeting
- D. Substantial Completion Time: 270 days maximum from start time
- E. Final Completion Time: 30 calendar days after final substantial completion time

2) SCOPE OF WORK

- A. The Contractor shall include the cost(s) for permits and fees in his proposal.
- B. The Contractor shall include the cost(s) for a 100% performance and payment bond.
- C. All technical specifications and drawings are attached as separate documents.

See link:

https://portorange.sharepoint.com/:f:/g/pch/EjAL68LWleFEqn7zyXKe_8gBTxCoCoDBpMnSkxSv3q56Mg

STAIR SCREEN

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish and install two (2) fully automatic stair screens for collecting and removing debris from the incoming wastewater flow.
- B. The stair screen shall be provided complete with all accessories, spare parts, mounting anchor bolts, and other appurtenances as specified and as may be required for a complete operational system.
- C. It shall be the Contractor's responsibility to ensure that the stair screen and appurtenances furnished and installed shall be compatible with and have the necessary operating clearances to the structural elements and associated equipment shown on the Contract Drawings.

1.02 REFERENCES

- A. American Gear Manufacturers Association (AGMA)
- B. National Electrical Manufacturers Association (NEMA)
- C. American Federation of Bearing Manufacturers Association (AFBMA)
- D. American Society for Testing and Materials (ASTM)

- E. American Welding Society (AWS)
- F. Steel Structures Painting Council, American National Standards Institute (SSPC)
- G. Underwriters Laboratory (UL)

1.03 SUBMITTALS

- A. Shop Drawing Submittals shall include at least the following:
 1. Certified shop and erection drawings showing important details of construction dimensions, anchor bolt locations, and field connections.
 2. Descriptive literature, bulletins, and catalogs of the equipment, including details of the motor, gear reducer, and lubrication points.
 3. Installation, operation, and start-up procedures including lubrication requirements.
 4. Motor Manufacturer's data sheets and drawings.
 5. Total weight of the equipment including the weight of the single largest item.
 6. A list of spare parts that are supplied with the equipment.

1.04 OPERATION AND MAINTENANCE MANUALS

- A. Submit operations and maintenance manuals in three ring binders for the equipment in compliance with the Contract documents. Manuals shall include:
 1. Contact name, address, and telephone number of the equipment Manufacturer's Service Department and Parts Department.
 2. Descriptive literature, including illustrations, covering the operational features of the equipment, specific for the particular installation, with all inapplicable information omitted or marked out.
 3. Operation, maintenance, and troubleshooting information.
 4. Complete maintenance parts list.
 5. Complete connection, interconnecting, and assembly diagrams.
 6. Approved shop drawings including complete electrical information.

1.05 QUALITY ASSURANCE

- A. The materials covered by these specifications are intended to be standard equipment of proven reliability and as manufactured by a reputable Manufacturer having experience in the production of screening equipment. The equipment furnished shall be designed and constructed in accordance with the best practices and methods and shall operate satisfactorily when installed as shown on the Contract Drawings and operated per the Manufacturer's recommendations.
- B. The Manufacturer shall have designed and manufactured stair screens for a minimum of ten (10) years.

1.06 DESIGN REQUIREMENTS

- A. Number of Units Two (2)
- B. Average Daily Flow 6.0 MGD
- C. Peak Hourly Flow 12.0 MGD
- D. Flow Channel Width 4'-0"
- E. Flow Channel Depth 5'-0"

- F. Slot Width / Spacing 1/8-inch (3 mm)
- G. Setting Inclination 57 degrees from horizontal (maximum)

1.07 STORAGE AND HANDLING OF EQUIPMENT

- A. The Contractor shall store and temporarily support equipment prior to installation in strict accordance with the Manufacturer's recommendations and instructions. Protect all exposed surfaces. Keep records of the storage parameters and the dates that storage procedures were performed. The Contractor shall be responsible for work, equipment, and materials until inspected, tested and finally accepted.
- B. Protect the equipment from being contaminated by dust, dirt, vibration and moisture.
- C. Temporarily connect equipment with built in motor space heaters to a power source and keep heaters in operation. Rotate all shafts that have bearings on at least a monthly basis.
- D. The stair screen shall be shipped complete including the motor and excluding the support arms and discharge chute. The local control station shall be pre-wired to the screen and shall be attached via a bolted connection to one of the support arms. The unit shall be erected and lubricated in strict accordance with the instructions of the Manufacturer's field Engineer.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers are as listed.
 - 1. Model ESR-28/3 Stair Screen as manufactured by Vulcan Industries or Huber, Inc.

2.02 GENERAL

- A. The equipment furnished shall positively remove debris from the incoming wastewater by means of fixed and rotating lamellas. The lamellas shall be secured within a framework that is installed in the concrete channels as shown on the Contract Drawings. During each cleaning cycle, the movable lamellas shall rotate one complete revolution (or one step), which will transport the screenings material up to the next set of fixed lamellas. The movable lamellas will then finish their rotation and return to their original position. A positive means of stopping the movable lamellas at the original position shall be incorporated into the design. Multiple revolutions during normal flow are not acceptable. This intermittent cycling will raise the screenings upward and subsequently out of the channel. The debris shall be lifted above the top of the channel and discharged through the downstream side to the appropriate receiving device.
- B. Designs employing the use of endless moving media, cables and hydraulic cylinders or raking mechanisms to remove debris from the channel are not acceptable. The use of two or more motors to complete a screen cleaning cycle is not acceptable.
- C. The design shall be such to ensure that all maintenance can be accomplished at the operating floor level. No part of the drive system including bearings, linkage, bushings or shafts shall be located below the water surface at maximum design flow. Designs that utilize drive systems that rely on gravity or otherwise do not provide a forceful mechanical action in the downward stroke of the movable lamella package are specifically not acceptable. The drive output shaft rotation shall be constant and in one direction in order to reduce maintenance requirements.
- D. All equipment shall be designed and built for 24-hour intermittent service and for moderate shock without overheating, excessive vibration or strain.

2.03 FRAME ASSEMBLY

- A. The frame assembly shall be of a one piece, formed structural design and shall provide a rigid, secure unit capable of withstanding all operating forces when installed in accordance with the manufacturer's instruction. The frame assembly shall consist of two side frames, a base plate, two drive plates, fixed lamella support members, movable lamella support members and two frame support legs with pivot pins. The drive plates shall be mounted within the side frame and shall be connected to the movable lamella support members.
- B. The frame assembly shall be designed to mount into the channel without the need for recesses in the channel walls or channel floor. Neoprene side seals shall be attached to the side frames with 316 stainless steel retainers and hardware to seal between the screen and channel walls
- C. The side frames shall extend fully from the channel invert to the top of the unit and shall be arranged to pivot out of the channel for maintenance. The frame shall be designed to clear all fixed screenings receiving and handling devices when the screen is pivoted out of the channel for maintenance. The side frames shall be manufactured from 316 stainless steel with a minimum thickness of 0.24-inch (6mm).
- D. The screen shall be provided with a pivoting support stand connected to the side frames to allow the screen to be pivoted out of the channel. The frames shall be provided with lifting lugs. The pivot stands and lifting lugs shall be constructed of 316 stainless steel members sized to support the screen at all positions.

2.04 LAMELLAS

- A. The screening surface of the stair screen shall consist of alternating fixed and movable step-shaped lamellas. The steps on the lamellas shall be of the same size, nominally 2-3/8-inch deep by 4-1/4-inch tall, except for the lowest step, which shall be of a low-profile design. The distance from the bottom of the channel to the top of the bottom step shall not exceed 2-1/2-inches. The downstream side of the lower moveable lamellas shall be provided with half-moon shaped teeth to slice through any debris that may accumulate on the fixed lamella support members. All lamellas shall be attached to either the fixed or movable lamella support members.
- B. The lamellas in the screening area shall have a slot width (or spacing) of 1/8-inch (3 mm). Fixed lamellas shall be provided with replaceable plastic spacers on each side to maintain the proper spacing and prevent metal-to-metal contact between the lamellas.
- C. The lower portion of the fixed lamellas shall be furnished with thick polypropylene sleeves to ensure proper spacing and prevent metal-to-metal contact between the lamellas. The lower portion of the movable lamellas shall be provided with half-moon shaped teeth to penetrate through fine grit and sand during operation. The lower lamellas shall be manufactured from 316 stainless steel with a thickness of 2mm.
- D. The upper portion of the fixed lamellas and movable lamellas shall be constructed of U.V. stabilized polypropylene with a nominal thickness of 5 mm. The bar spacings between the fixed and movable lamellas in the transport zone shall be 0.5 mm or less. The thick lamellas shall help to ensure that stringy material does not fall through the screen prior to discharge.

2.05 DIRECTING PLATE

- A. The stair screen shall be provided with a directing plate at the base of the machine

perpendicular to the flow and level with the lowest step on the lamellas. The directing plate shall direct heavier material, such as grit and gravel, onto the top shelf of the bottom row of steps on the lamellas to prevent a build-up of material in front of the screen.

- B. The directing plate shall be manufactured from 3/16-inch thick 316 stainless steel and shall be provided with a replaceable nylon brush to seal between the downstream edge of the plate and the upstream edge of the bottom row of steps.

2.06 FRAME ENCLOSURES

- A. The portion of the stair screen located above the top of the channel on both the upstream and downstream sides shall be shrouded in removable enclosure panels. The drive compartment shall be shrouded separately. The drive shall be fully enclosed to protect it from the atmosphere in the channel. Panels shall be secured in place with ¼ turn keyed latches.
- B. The enclosure panels shall be manufactured of 316 stainless steel with a minimum thickness of 20-gauge. The panels shall be formed with engineered bends to help prevent deflection. Flat plate covers are not acceptable.

2.07 DRIVE ASSEMBLY

- A. The bar screen shall be provided with an integrated drive assembly consisting of a TEFC electric motor and bevel type gear reducer. The drive motor and gear reducer shall be mounted on the drive shaft and the frame.
- B. The motor shall be a minimum 2.0 horsepower with a service factor of 1.15. Electrical characteristics shall be 230/460 volt, 3-phase, 60 Hertz, Class F/B rise insulation, 40-degree C Ambient. The nominal motor speed shall be 1800 rpm.
- C. Gear reducers shall be bevel gear type with ball or roller bearings throughout with all moving parts immersed in oil. Shafts shall be of high strength alloy steel ground to required tolerances.
- D. All ball or roller bearings shall be rated and manufactured by a member of the Antifriction Bearing Manufacturer's Association. At least one bearing on each shaft shall be of the combined radial and thrust type.
- E. Gear reducer units shall meet the standards of the AGMA for such equipment under moderate shock, 24-hour service with a minimum service factor of 1.25.
- F. The output capacity of the gear reducer shall be equal to the motor horsepower less reducer losses at the rated service factor.
- G. The drive assembly shall be capable of elevating the weight of the movable lamellas plus the maximum debris load.
- H. The chain and sprocket transmission system shall consist of endless dual chain, an upper sprocket connected to a bearing in a fixed housing and a lower sprocket connected to a bearing in a pivoting housing. The drive system shall be identical on each side of the screen.
 - 1. The drive system shall be designed so that the lower sprocket, lower bearing assembly and associated chain are located above the maximum water level. Designs that utilize sprockets, bearings, linkage or bushings located below the maximum water level are not acceptable.
 - 2. The lower bearing assembly shall be designed to pivot or slip to automatically accommodate uneven chain stretch.

3. The chain shall be arranged in the same plane as the fixed lamella package and the same plane as the movable lamella package when in the parked position to ensure maximum efficiency in the drivesystem.
4. Automatic shock absorber type chain tensioning devices shall be provided to ensure that the drive chains maintain proper tension and to eliminate the need for adjustment.
5. Automatic, adjustable, oil drip-type chain lubricators shall be provided to lubricate the screen drive chains. Lubricators shall be equipped with replaceable oil canisters.

2.08 DISCHARGE CHUTE

- A. A fully shrouded and easily removable discharge chute shall be provided at the point of discharge to interface with and direct screenings into the appropriate receiving device. The discharge chute shall be manufactured from 316 stainless steel.

2.09 CONTROLS / INSTRUMENTATION

- A. The control system, both local and main, shall be designed and manufactured by the stair screen Manufacturer.
- B. Local Controls
 1. One (1) NEMA 4X 316 SS, local control panel, painted white with HAND-OFF-AUTO switch and a mushroom head EMERGENCY STOP push-button. The electrical components on the bar screen shall be pre-wired to a terminal strip located inside the local control station. The local control station shall be mounted on one of the screen support legs unless otherwise specified.
 2. One (1) NEMA 4 home position proximity switch to stop the movable lamella package at a predetermined position after each cleaning cycle. Proximity switch shall be single pole, double throw (SPDT) and rated not less than 10 amps at 120-volt AC. A remote 'start' only switch shall be provided at the base of the stairs, as indicated on the electrical plans.
- C. Main Control Panel
 1. Furnish one (1) main control panel for the stair screen. The main control panel shall be totally enclosed, front access type with top/side/bottom entry. All controls shall be manufactured by a U.L. listed control panel facility and shall bear a U.L. label.
 2. Construction of the main control panel shall be NEMA 4X, 316L stainless steel construction, painted white, with indicating devices and switches mounted on the front door.
 3. Main control panel wiring shall be neatly cabled and supported in nonflammable wiring raceways. Wiring shall be minimum 16-gauge MTW stranded wire.
 4. The main control panel wiring shall contain all power and control devices shown on the drawings (wiring diagrams), which shall include, but not be limited to, the following:
 - a. One (1) control power ON-OFF selector switch.
 - b. One (1) red pilot light for "Screen Running" indication.
 - c. One (1) amber pilot light for "Over Current" indication.
 - d. One (1) white pilot light for control power.
 - e. One (1) momentary "Reset" push-button for over current reset.

- f. Spare contact for remote indication of "Over Current" situation.
- g. Control relays, wiring and circuitry required to implement the control logic.
- h. One (1) full voltage NEMA rated starter. The magnetic starter shall be of the heater less design and provide phase loss protection, short circuit self-protection and thermal memory. The solid-state overload shall be self-powered.
- i. One (1) circuit breaker
- j. One (1) 120 VAC step down control transformer
- k. One (1) adjustable interval timer mounted on DIN rail to automatically initiate operation of the stair screen.
- l. One (1) Miltonic's HydroRanger 200 differential level controller to sense the differential in water level upstream and downstream of the stair screen.
- m. One (1) adjustable repeat cycle timer mounted on DIN rail that shall be activated by a signal from the differential level controller.
- n. One (1) current sensing relay. The current sensing relay shall continuously monitor the motor current to prevent damage due to a jam obstruction or a unit malfunction. An over current condition that causes motor shutdown shall cause an alarm to sound. The alarm shall be manually reset prior to the unit returning to normal operation.
- o. One (1) elapsed time meter.
- p. Terminal blocks for control cabling
- q. Surge protection for analog and discrete cabling
- 5. All selector switches, pushbuttons and pilot lights shall be NEMA rated components. IEC rated components are not acceptable.
- 6. Include an Ethernet communication module with a multimode fiber connection for future fiber interface by the owner.

2.10 SEQUENCE OF OPERATION

- A. The stair screen shall be manually operable from the local control station.
- B. The screen shall be cycled by a demand signal generated from a differential level controller. The differential level controller located within the remote-control panel shall measure the head loss across the screen. Once a preset level differential has been reached, a signal in the form of a dry contact closure is generated for starting the screen. Once directed to start, the screen will be cycled on and off by a repeat cycle timer until the head loss is reduced to a preset operating differential level. Ultrasonic transducers mounted upstream and downstream of the screen shall measure differential level.

2.11 FASTENERS

- A. All fasteners shall be 316 stainless steel unless otherwise indicated in this specification. All threaded fasteners shall be coated with a nickel based anti-seize thread lubricant prior to assembly.

2.12 ANCHOR BOLTS

- A. Anchor bolts shall be provided by the Manufacturer.
- B. All anchor bolts shall be 316 stainless steel unless otherwise indicated in this specification.

Anchor bolts shall be ample size and strength for the purpose intended and as shown on the Contract Drawings.

2.13 LUBRICATION

- A. Equipment shall ship completely lubricated, ready for commissioning.
- B. The Manufacturer shall state in the operating manual the amount of and specification for any lubricant required.

2.14 PROTECTIVE COATINGS

- A. Stainless steel and plastic components shall not be coated. The stainless steel structural components shall be passivated per the methods described in ASTM A380-99, after fabrication to remove embedded iron, surface rust and weld burn.
- B. All other surfaces shall be solvent cleaned to remove dirt, oil and foreign materials. Cleaned surfaces shall be shop primed with one (1) coat of TNEMEC Series N69-1212 primer, or equal, to attain a minimum dry film thickness of 2.5mils.
- C. The motor and gear reducer shall be finish coated with two (2) coats TNEMEC Series 1074 Endura-Shield, or equal, to attain a total minimum dry mil thickness of 5 mils.
- D. The motor and gear reducer shall be painted the same color.
- E. Non-stainless steel control panels shall have Manufacturer's standard paint finish.

2.15 SPARE PARTS

- A. The Manufacturer shall furnish the following spare parts as the total amount of spare parts for this specification section.
 - 1. Three (3) movable stainless steel lamellas
 - 2. Three (3) fixed stainless steel lamellas
 - 3. Twenty-five (25) plastic spacers
- B. All spare parts shall be properly packaged, labeled and stored where directed by the Owner or Engineer.

PART 3 - EXECUTION

3.01 TESTING

- A. The screen shall be factory assembled and factory run tested in the United States. The main control shall also be factory tested.
- B. The screen shall also be field tested after erection in the presence of the Owner and Engineer to confirm and verify the structural and mechanical compliance to the specification. The field acceptance test shall include demonstrating that the screen operates without vibration, jamming or overheating and perform its specified function satisfactorily.

3.02 INITIAL START-UP AND TRAINING

- A. The Contractor shall provide the services of a factory-employed service technician who shall adequately inspect the installation, test the equipment furnished under this Contract and instruct the Owner's operating personnel in its maintenance and operation. Factory personnel are required. Manufacturer's representatives are not deemed acceptable to provide the start-up service. The services of the technician shall be provided for two separate trips as follows:
 - 1. One (1) trip of two (2) days of service to inspect and certify the installation prior

to startup and instruct Owner's personnel in proper operation and maintenance of the equipment.

3.03 WARRANTY

- A. The Manufacturer shall warrant that the supplied equipment shall be free from defects in material and workmanship and that it will replace or repair, F.O.B. its factory, any part or parts, which examination shall show to have failed under normal use and service by the user within eighteen (18) months following initial shipment or twelve (12) months following operation start up, whichever occurs first.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.

22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. AWARDS

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

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. AWARD AND EXECUTION OF CONTRACT:

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. BID RETURNS

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. BID PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

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

14. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. CONDUCT OF VENDORS

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. CONTRACT

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

23. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. COOPERATIVE PURCHASING

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

26. COPYRIGHT AND PATENT RIGHTS

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY VENDOR

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

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

29. DEBARMENT HISTORY

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. DEFAULT PROVISIONS

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

31. DELIVERY OF GOODS/SERVICES

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. EVALUATION

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

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

40. FINANCIAL STABILITY

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. FORCE MAJEURE

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

42. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. HIPAA COMPLIANCE

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. INSURANCE

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. INSURANCE REQUIREMENTS

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

53. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. IRREVOCABILITY OF RESPONSES

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

55. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

57. LICENSES, PERMITS AND TAXES

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. LITERATURE (if applicable):

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not

covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

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

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

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax

receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

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

60. MAINTENANCE

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. NON-EXCLUSIVITY OF CONTRACT

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. NON-PERFORMANCE:

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. OTHER AGENCIES

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. PATENTS/COPYRIGHTS

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

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. PREPARATION OF RESPONSES

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

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. PRICING

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation

meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. PURCHASE ORDER AND DELIVERY

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. RECORDS/AUDIT

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these

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

83. RECYCLED MATERIALS

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

84. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. REQUEST FOR ADDITIONAL INFORMATION

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

86. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

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

88. RIGHT OF WITHDRAWAL

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

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

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

100. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

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

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may

vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. USE OF SOLICITATION FORMS

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. VARIANCES

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. VENDOR'S PRODUCT OR SERVICES

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

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

- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1,5-19-2015)

111. WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM and DURATION

The term of the contract shall be from the date of the Notice to Proceed.

There will be two hundred and seventy (270) calendar days for substantial completion of the project after grace period and start of work and another thirty (30) calendar days from final completion.

PROJECT TIME-LINE:

- A. Notice of Award: after bid opening and compete review of submitted bid information
- B. Notice to Proceed: after Pre-construction Meeting
- C. Start Time: TBD by Public Works and Utilities Dept. after Pre-construction Meeting
- D. Substantial Completion Time: 270 days maximum from start time
- E. Final Completion Time: 30 calendar days after final substantial completion time

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

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

BID BONDS

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.

PAYMENT & PERFORMANCE BONDS

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. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ Attachment 1 – Bid Proposal
- _____ Copy of Certified General Contractor License
- _____ Bid Bond
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

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

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of _____
(NAME) (TITLE)
_____, and who:
(NAME OF ORGANIZATION)

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

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of _____
(NAME) (TITLE)
_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolocontendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 6 if paragraph 7 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __STATE: _____ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or tradename?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Contractor/Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

						"ATTACHMENT 1" SCHEDULE OF UNIT PRICING						
BID FORM												
CITY OF PORT ORANGE												
ITB # 19-14												
WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT												
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 NAME:												
AUTHORIZED SIGNATURE:												
PROPOSAL PRICING												
ITEM #	DESCRIPTION					QTY EACH	UNIT	PROPOSED PRICE			TOTAL PRICE	
1	Furnish and install automatic stair screens for collecting and removing debris from the incoming wastewater flow Per SOW in ITB 19-14 WATER RECLAMATION FACILITY BAR SCREEN REPLACEMENT					1	LS	<u>\$0.00</u>			\$0.00	
								TOTAL BASE BID			\$0.00	
Shall warranty all materials, labor and workmanship beyond the one-year minimum for								additional year(s) after date of acceptance				
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER												

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$ _____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction 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.

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle**

THIS AGREEMENT is by and between **Port Orange, Florida 32129** (“Owner”) and _____ (“Contractor”).

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by__ (“Engineer”), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner’s agent for purposes of approving Contractor’s payment requests.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.
- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Completion

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the

General Conditions, the Work shall be substantially completed within_ days after the Effective Date of the Agreement.

- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

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: \$_____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, 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:

<u>UNIT PRICE WORK</u>					
<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 Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. 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). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 Final Payment

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 801 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully 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." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - 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.

- 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. Combination Payment and Performance Bond (pages _____ to _____, inclusive).
 - 3. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 4. General Conditions (pages ____ to ____ , inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages ____ to ____ , inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____[or] the Drawings listed on attached sheet index.
8. Addenda (numbers _____ to _____, inclusive).
9. 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).
 1. Affidavit Regarding Workers' Compensation
 2. Certificate for Workers' Compensation
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
10. 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 and parts 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 or part 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.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 No-Damage-for-Delay

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor’s sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor’s scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 No Intended Third Party Beneficiaries

- A. There are no intended third party beneficiaries to the Contract.

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.

CITY OF PORT ORANGE

Owner

By: Allen Green

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Contractor

By: _____

Title: _____

Date: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

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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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 and Owner 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 and/or Owner 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; (iii) achieve Final Completion; and (iv) 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 by the last of the two parties.
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. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *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.
24. *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.
25. *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.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *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.
28. *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.
29. *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.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *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.
33. *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.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *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.
36. *Punchlist*—The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *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.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *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.

40. *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.
41. *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.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, 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.
43. *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.
44. *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.
45. *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.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or 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. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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.
50. *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.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *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.
53. *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. is failing or has been damaged.

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 such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 Copies of Documents

- A. At the request of Contractor, Owner or Engineer shall furnish to Contractor up to 5 hard copies of the Drawings and Specifications. Additional copies of the Drawings and Specifications will be furnished upon request at the cost of reproduction.

2.03 Notice to Proceed; Starting the Work

- A. Contractor shall not commence the Work until Owner issues a Notice to Proceed. A Notice to Proceed may be issued by Owner at any time after the Effective Date of the Agreement.

2.04 N/A

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 and Owner 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, and identifying the Substantial Completion and Final Completion dates;
 - 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 / line-items 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 or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner 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 and approved by Engineer and Owner.

1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items 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 (*e.g.*, answering Requests for Information) 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 and dimensions. 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 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

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).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from

Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

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 therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions may 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 and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited 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 first 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 within 5 days. 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;
 - 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; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.
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 within 5 days after first becoming aware of such condition.
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 therefor 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 first 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 within 5 days. 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 (i) 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 or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. 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 therefor 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.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

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 or identified in a report listed in the Supplemental Conditions. 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 or if such condition is caused by the negligence, recklessness, or intentional misconduct of 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) within 5 days of first becoming aware of the condition. 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. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. 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 therefor 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 therefor 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. *N/A*

H. *N/A*

I. *N/A*

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, 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. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. 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. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.

- 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 Florida 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 Florida to issue bonds or insurance policies for the limits and coverages so required.

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. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 therefrom;
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 for ongoing and completed operations, 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 coverages 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 Paragraph 6.20 below and as otherwise set forth in the Contract;
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 10 years after Substantial Completion.
 - 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.
- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. 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, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, 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. *N/A*

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. *N/A*

E. *N/A*

F. Contractor's all-risk property insurance shall not terminate or expire if Owner elects to utilize or occupy any portion or portions of the Project prior to Substantial Completion. Contractor shall obtain an occupancy / use endorsement that allows Owner to utilize or occupy a portion or portions of the Project prior to Substantial Completion (such that if a temporary Certificate of Occupancy or Completion is issued for a portion(s) of the Project, the all-risk property insurance shall remain in full force).

G. In the event of any conflict between this Paragraph 5.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 thereunder. 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 Contractor as trustee or otherwise payable under any policy so issued.

B. *N/A*

C. *N/A*

D. In the event of any conflict between this Paragraph 5.07 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 Contractor and made payable to Contractor 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. Contractor 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, only if applicable, the cost thereof covered by an appropriate Change Order.
- B. Contractor 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 Contractor's exercise of this power. If such objection be made, Contractor 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, Contractor 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.
- C. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, excluding the deductible, and seek reimbursement from Contractor's policy that identifies both Contractor and Owner as named insureds. If Owner exercises this right, it shall have sole authority to settle and adjust any claim and receive reimbursement under the policy with the proceeds made payable to Owner. Contractor shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall constitute a material breach of the Contract. If Owner does not elect this right, Contractor shall be required to fund the costs associated with any property insurance claim and seek reimbursement under the policy.

- D. In the event of any conflict between this Paragraph 5.08 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.09 Acceptance Insurance; Option to Replace

- A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract Documents, Owner shall notify Contractor 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, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.
- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. N/A

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. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, 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 and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and 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.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start

date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

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 therefor. 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. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- 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 and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- 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. *N/A*

C. *N/A*

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 therefor 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. *N/A*

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 as-built conditions and 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. thoroughly 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 regarding payment or otherwise, 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;
7. any correction of defective Work by Owner; or
8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 *Indemnification*

- A. To the fullest extent permitted by Florida law including Florida Statute §725.06, Contractor shall indemnify and hold harmless Owner (including Owner's officers and employees) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract. Contractor agrees and understands that the monetary limitation on the extent of its indemnification shall be \$1 million per occurrence or the per occurrence limits of its commercial general liability (CGL) insurance, whichever is greater, which bears a reasonable commercial relationship to the Contract and is hereby part of the project specifications and bid documents.
- B. To the fullest extent permitted by Florida law, Contractor shall defend Owner (including Owner's officers and employees) from claims, demands, and litigation asserted against Owner to the extent such claims, demands, or litigation are caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.
- C. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 6.20.A and B above includes, without limitation, claims, losses, etc. for personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

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 therefor, 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 therefor 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 or as otherwise provided in Florida Statute §218.735.

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. N/A

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 therefor 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 thereunder. 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 clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to

Engineer seeking clarification as to an aspect of the Contract Documents. 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. *N/A*

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 therefor 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 that are then resolved by the parties to the Agreement.

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 otherwise waived pursuant to the Contract, 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. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, 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 detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. 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.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant 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. *N/A*
- 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.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

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) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of 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 is 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, recklessness, or intentional misconduct 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. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for 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 are estimates and 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 shall be guaranteed and 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 for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units 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 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.
- 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 therefor 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 not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, 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 only be entitled to an equitable adjustment in Contract Times. 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. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, 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 only 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. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- 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 therefor 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 therefor 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 therefrom.
- 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 therefrom) 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 therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

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 7 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 therefor 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 and Owner. 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. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, 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 (in a form approved by Owner) certifying that all previous progress

payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall 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. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
6. 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. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

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 undisputed 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 and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- 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 therefor.
- 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 subject to the Certificate of Occupancy (or Completion).
- D. 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 Punchlist.

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 therefor. 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 Completion- Punchlist

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.
- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 Final Payment

A. Application for Payment:

1. After Contractor achieves Final Completion and furnishes all required maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up or as-built record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment inclusive of retainage 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 that Contractor maintains completed operations coverage for its required commercial general liability (CGL) insurance;
 - 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 final releases or waivers (satisfactory to Owner) of all Lien rights or Liens filed in connection with the Work.
3. In lieu of the final releases or waivers of Liens specified in Paragraph 14.07.A.2.d and as approved by Owner, Contractor may furnish an affidavit of Contractor whereby Contractor swears that: (i) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner has paid Contractor through the date of Contractor's final Application for Payment have been paid by Contractor and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner will pay Contractor in the final Application for Payment will represent Contractor's receipt of all payments for the Work except for the specifically enumerated Claims (and Claims not specifically enumerated are deemed released and waived) and that Contractor will promptly pay its Subcontractors and Suppliers upon its receipt of the final payment.
4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 14.07) are conditions precedent to final payment.

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 10 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 below. 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. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, 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, 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 therefor 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;
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 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. 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 5 days of the 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 5 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. *N/A*; and
 - 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- 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) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 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. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 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. Contract, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Mediation shall be a condition precedent to any dispute between Owner and Contractor relating to the Contract; provided, however, that Owner, in its sole discretion, can waive mediation as a condition precedent to pursue a claim / litigation against Contractor or defend a claim / litigation from Contractor. The party initiating mediation must submit written request to the other party of its desire to mediate and provide the names of suggested mediators. The parties shall work together to mutually agree on a mediator within 30 days from the written request. The parties shall mediate the dispute within 60 days from the written request unless a different date is agreed upon due to the availability of the mediator, the availability of the parties and their counsel, or upon the mutual agreement of the parties. If the parties are unable to agree on a mediator (and the Owner has not elected to waive mediation), the parties, subject to Paragraph 16.01.C below, agree to allow the court to unilaterally select the mediator and any litigation will be stayed pending the outcome of such mediation.
- B. *N/A.*
1. *N/A.*
- C. Any litigation arising out of or relating to the Contract shall be brought in the exclusive venue of Volusia County, Florida. The prevailing party shall be entitled to all attorneys' fees and court costs at the trial and appellate level. **CONTRACTOR VOLUNTARILY AND KNOWINGLY WAIVES IT RIGHT TO A TRIAL BY JURY.**

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, or an overnight carrier (such as UPS or FedEx) 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 of Florida.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:

- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:

- 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

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 from date of final project completion. 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.2. Delete 12.01.C.2. in its entirety and insert the following as Paragraph 12.01.C.2:

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 cost incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall not exceed 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall not exceed five percent;
 - c. for increases in the Contract Price, if Owner pursuant to Paragraph 11.01.A.3, requests Contractor to obtain competitive bids from subcontractors and the subcontractor bids are on the basis of Cost of 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, will be paid a fee not to exceed 10 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and Contractor will be paid a fee not to exceed five percent of the subcontractor's Cost of Work. Contractor shall not be paid a contractor's fee for multiple tiers of subcontracts.
 - 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.

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

End of Solicitation Documents





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B7b) Intent to Award ITB #19-19 for Rehabilitation of Sanitary Sewer Manholes to Danus Utilities

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve award, subject to the city attorney's review and approval of the final contract documents, for ITB 19-19, Rehabilitation of Sanitary Sewer Manholes, to the lowest responsive bidder, Danus Utilities; authorizing renewals by the city manager; and subject to the annual spending authority as budgeted and approved by Port Orange City Council for the each current fiscal year.

SUMMARY: In 2015 a study identified major inflow and infiltration areas in the sewer collection system. Needed repairs range from complete manhole replacement to spot repairs or "lining" the existing manhole in order to prevent unwanted water intrusion.

On August 13, 2019, the City received two (2) sealed bids for ITB#19-19, Rehabilitation of Sanitary Sewer Manholes. Danus Utilities of Sanford was the lowest, responsive bidder with a bid of \$571,010.00.

The Standard Contract for Services will have an initial term of one year with a renewal term of two (2) one-year terms upon mutual agreement of both parties.

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

Presenter: Lynn Stevens

ATTACHMENTS:

1.	19 19 Rehabilitation of Sanitary Sewer Manholes BID PKG released July 2 2019	19 19 Rehabilitation of Sanitary Sewer Manholes BID PKG released July 2 2019.pdf
2.	Addendum-1-ITB-19-19-Rehabilitation-of-Sanitary-Sewer-Manholes-07302019	Addendum-1-ITB-19-19-Rehabilitation-of-Sanitary-Sewer-Manholes-07302019.pdf
3.	Addendum-2 of 2-ITB-19-19-Rehabilitation-of-Sanitary-Sewer-Manholes-08022019	Addendum-2 of 2-ITB-19-19-Rehabilitation-of-Sanitary-Sewer-Manholes-08022019.pdf

4.	ITB 19-19 Rehabilitation of Sanitary Sewer Manholes NOTICE OF INTENT TO AWARD 08.29.2019	ITB 19-19 Rehabilitation of Sanitary Sewer Manholes NOTICE OF INTENT TO AWARD 08.29.2019.pdf
5.	Danus Utilities BID SUBMITTAL ITB 19 19 Rehab Sewer Manholes	Danus Utilities BID SUBMITTAL ITB 19 19 Rehab Sewer Manholes.pdf
6.	ITB 19-19 Rehab Sanitary Sewer Manholes BID TAB final 8 29 19	ITB 19-19 Rehab Sanitary Sewer Manholes BID TAB final 8 29 19.pdf
7.	Justification Memo - Danus Utilities	Justification Memo - Danus Utilities.docx

Kynah Cockcroft	Created/Initiated - 9/6/2019
Kynah Cockcroft	Approved - 9/6/2019
Julia Wiggins	Approved - 9/6/2019
Junos Reed	Approved - 9/6/2019
Steve Parnell	Approved - 9/9/2019
Lynn Stevens	Approved - 9/9/2019
Scott Neils	Approved - 9/11/2019
Margaret Roberts	Approved - 9/26/2019
Jake Johansson	Approved - 9/26/2019
Robin Fenwick	Final Approval - 9/26/2019

CITY OF PORT ORANGE, FLORIDA
INVITATION TO BID
REHABILITATION OF SANITARY SEWER MANHOLES
ITB #19-19



City of Port Orange Purchasing Division
Prepared by: David Van Valkenburgh Purchasing Agent
Release Date: July 2, 2019

Bid Due Date and Time: August 13, 2019 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #19-19

REHABILITATION OF SANITARY SEWER MANHOLES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-19 REHABILITATION OF SANITARY SEWER MANHOLES. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 13, 2019** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference and site visit for the project at **10:00 A.M.** (local time) on **July 16, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.**

There will be a Pre-Construction meeting scheduled after the award of contract. The location will be at City Hall location, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129 and the time and date TBD.

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

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids for the purpose of rehabilitation of manholes and wet wells including types of repair, methods of repair, materials and equipment.*

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-19 REHABILITATION OF SANITARY SEWER MANHOLES AND WET WELLS"** in the subject line. Last day for questions will be **July 30, 2019 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

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

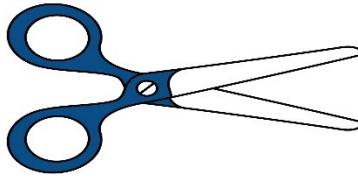
Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David VanValkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-19 REHABILITATION OF SANITARY SEWER MANHOLES."**

David Van Valkenburgh – Purchasing Agent

Legal Ad - One Time – **July 2, 2019**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO.	ITB #19-19 _____
BID TITLE:	REHABILITATION OF SANITARY SEWER MANHOLES _____
DUE DATE/TIME:	August 13, 2019 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of building the Reclamation Sewer and Manhole and Wet Wells. **Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.**

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:July 2, 2019

Non-Mandatory Pre-Bid Conference July 16, 2019 at 10:00 A.M.

Deadline for Questions: July 30, 2019 by 5:00 P.M.

Final Addendum Posting:August 6, 2019 by 5:00 P.M.

Bids Due: August 13, 2019 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of AwardTo Be Determined

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

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

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

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

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

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

PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference and site visit for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #19-19 REHABILITATION OF SANITARY SEWER MANHOLES" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Van Valkenburgh

Purchasing Agent

1000 City Center Circle

Port Orange, FL 32129

dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website

www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

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

Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

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

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SECTION 3 – SCOPE OF WORK and PROJECT TIME LINE
REHABILITATION OF SANITARY SEWER MANHOLES & WET WELLS

A. 1 SCOPE OF WORK

The Contractor shall include the cost(s) for permits and fees in his proposal.

The Contractor shall include the cost(s) for a 100% performance and payment bond.

It is the intent of this Specification to cover all aspects of rehabilitation of manholes and wet wells including types of repair, methods of repair, materials and equipment.

Sanitary sewer manhole and wet well rehabilitation covers the following type of repairs:

- A. Lining and sealing of manholes and wet wells.
- B. Replacement of manhole ring and cover.
- C. Raising of existing manhole ring and cover to existing or above grade.
- D. Manhole Inflow Dish.
- E. Manhole Chimney Seal.

B.1 LINING OF MANHOLES USING URETHANE/EPOXY-BASED LINING

A. General: The work consists of applying with a brush, roller, airless or air-assisted spray a urethane/epoxy-based material to the walls, inverts, and benches of manholes and wet wells, resulting in a monolithic liner of a minimum 1/4 inches (250 mils) in thickness or more, as determined by the manufacturer for the specific depth and water table. Greater urethane/epoxy-based line thicknesses may be required on specified structures as directed by the City. The applicator shall furnish all labor, equipment and materials for installing the lining over pre-cast concrete, concrete block, masonry block manholes or other structures exposed to a sanitary sewer environment, new or used, using approved equipment. The installation shall be in accordance with the following Contract Specifications along with manufacturer's recommendations.

B. A Project Manager or Project Supervisor, representing the Contractor shall always be present while the work is being performed by either Contractor or Subcontractors.

C. Materials

- 1. Mixture: A proprietary urethane/epoxy-based material specifically designed for manhole applications shall be Raven 405 as manufactured by Raven Lining Systems or City Engineer approved equal. The product shall be corrosion resistant to the ingredient of the sanitary sewer environment and shall be designed to bond to wet (not running) surfaces.
- 2. Water: Shall be clean and potable.
- 3. Other Materials: No material shall be used with or added to mixture without prior approval by the City Engineer.

D. Properties

1. Physical:
 - a. Tensile stress, ASTM D-638 - 7,600 psi
 - b. Tensile Ultimate Elongation ASTM D638 – 1.5%
 - c. Compressive Strength ASTM D 695 – 18,000 psi
 - d. Flexural strength, ASTM D-790 – 13,000 psi
 - e. Flexural modulus, ASTM D-790 – 550,000 psi
2. Liner Mix shall be made with manufacturer's recommendations for manhole applications.

E. Application

1. Preparation:
 - a. Place covers over invert before prepping.
 - b. All foreign materials shall be removed from the manhole walls and bench using high-pressure water spray (minimum 5,500 psi). loose and protruding brick, mortar and concrete shall be removed using a mason hammer and chisel. All non-leaking voids shall be filled with non-shrink cement-based material containing hydraulic cement, as approved and directed by the city.
 - c. Active leaks shall be stopped using products specifically for that purpose and according to manufacturer's recommendations. Chemical Grouting with Avanti 202 or approved equal shall be used to cease inflow into manholes.
 - d. Excessively leaking manholes shall be drilled through the manhole wall and injected with grout sealant. Payment for this item of work shall be at the unit price bid only if normal active leak stoppage methods are not effective and said work is approved by the city.
 - e. All loose material shall be removed following the completion of preparation work.
 - f. The sanitary sewer flow shall be diverted as necessary to perform the required manhole rehabilitation.
2. Spray Application of the Liner:
 - a. Prior to spraying, surfaces to be rehabilitated shall be damp without noticeable free water droplets or running water. Material shall be spray applied to a minimum uniform thickness to ensure that all voids and crevices are filled smooth.
 - b. The application of the liner shall provide a monolithic liner having a minimum total average thickness of 250 mils (.25 inches or thicker as directed by the city. The finished liner shall have an equal total average thickness throughout the structure to be rehabilitated. If the manufacturer's recommendations require a greater minimum total average thickness due to hydrostatic loading caused by the water table,

the manufacturer's recommendations shall control. The liner shall be applied to the invert, bench, vertical also, cone section, and all other surfaces made of brick, tile, pre-cast concrete, or concrete block within the structure's interior. Within rehabilitated manholes, the invert and bench shall be smooth and sloped in the direction of the flow. The manhole bench shall have a gradual slope to the invert. The invert transition to the pipe shall be smooth and shall not impair the flow.

- c. No application shall be made when ambient temperatures are less than 40°F and when freezing is expected within 24 hours unless specific recommendations are made by the manufacturer.
- d. A minimum of 30 minutes cure time or more as required by the product manufacturer shall be allowed before returning to active flow.

B.2 LINING OF MANHOLES USING CURED-IN-PLACE LINING SYSTEMS

Manholes constructed with brick or tile which are structurally compromised as determined by the City or Engineer will be repaired using a cured-in-place lining system.

- A. General: The work consists of installing a resin impregnated custom fabricated liner by means of air inflation into an existing manhole, wet well, pump station, or catch basin. The liner is installed from the top of the casting to the top of the channel which includes; shim rings, casting chimney interface, chimney, cone, wall and bench. The channel can be included as directed by the owner. When cured, the liner will provide a durable monolithic chemical resistant barrier that will protect the existing substrate from further deterioration. The finished liner will also stop any water from either entering or exiting from the lined surfaces of the original substrate.
- B. A Project Manager or Project Supervisor, representing the Contractor shall always be present while work is being performed by either the Contractor or Subcontractors.
- C. Materials
 - a. LINER
 - i. The Liner shall be composed in one of the following two configurations;
 - 1. Single Layer - Non-Porous Membrane
 - a. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - 2. Multiple Layers - Non-Porous Membrane and fiberglass.
 - a. Non-Porous Membrane is to be a gas and liquid impermeable membrane of special non-porous materials with felt mechanically embedded on both sides. Membrane is to be custom fabricated to fit to the inside dimensions of each structure.
 - b. Fiberglass shall be a coated woven roving style to allow for resin adherence. The weight of the fiberglass and

number of layers required shall be based on the manufactured published data and the stamped design for minimum wall thickness.

b. RESIN SYSTEM

- i. Resin shall be 100% solids epoxy formulated to withstand a typical domestic wastewater sewer system including high sulfide areas near force mains and wet wells. The resin must be compatible with both the non-porous membrane and the fiberglass. The resin must have a minimum of 250psi bond strength to wet or dry brick and concrete surfaces.

D. PREPARATORY PROCEDURES

- a. PH of the original substrate shall be determined.
- b. Contractor will perform preliminary cleaning of the structure with high-pressure water-blasting at a minimum of 4000psi and 4gpm to obtain the desired concrete surface profile (CSP) of 3 or greater.
- c. If the desired CSP is not achieved by high-pressure water-blasting other methods of obtaining the surface profile such as abrasive blasting and acid etching shall be used.
- d. The Contractor shall remove all the existing manhole steps. The metal portion of all steps will be removed to within ½" of the manhole interior wall surface. The remaining protruding metal portion of the step shall be covered with a cementitious material to provide a smooth surface on and around the protrusion for the liner to bond.
- e. All open joints, voids, holes, cracks, and missing bricks larger than 3 inches in diameter or equivalent shall be patched with a cementitious material to provide a smooth surface for the liner to bond. All loose, cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. The cementitious patch material shall be allowed to cure according to the manufacturer's specifications before continuing with the Liner installation process.
- f. Bench shall be sloped so that water will flow back into channel.
- g. All active water leakage shall be stopped for a minimum of 30 minutes prior to installation to allow time to insert and pressurize the Liner. This prevents resin washout and allows proper curing and bonding. Leaks may be stopped with fast setting cement or chemical grout injection.
- h. When the channel is required to be lined the Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes and in the channel. All leaks present shall be stopped using chemical grout injection and/or using fast-setting cement.
- i. Contractor shall remove any incoming pipes to within 2 inches of the wall. The pipe outside circumference shall be cemented with an approximate 60° taper, forming a filet between the structure wall and the pipe making a smooth transition for the liner to bond.
- j. The final prepared surface shall have a concrete surface profile of 3 or greater and have a smooth uniform appearance.
- k. After the above-mentioned procedures the surface shall be cleaned with degreaser or other solvents, as needed, to remove any film, grease, loose

patching material, chemical grout or residue on the surface. Structure shall then be pressure rinsed with water.

E. GENERAL INSTALLATION PROCESS

- a. Contractor shall verify that the liner intended for the structure matches the dimensions of the structure by measuring the dimensions of the structure and the liner prior to installation.
- b. All resin intended for the liner shall be mixed properly.
- c. Contractor shall apply mixed resin evenly onto both the inside and outside of the entire liner with rollers. There shall be no white spots (dry Liner) on either side of the Liner including seams and bottom disk(s). Areas of heavily saturated resin shall be spread out to cover areas that are deficient of resin.
- d. Liner can be installed to include or omit the structure channel depending upon the intention of the owner.
- e. For Liner installation that does not include the channel, a temporary subfloor shall be constructed to keep liner from inflating into the channel and to allow the sewer to flow unobstructed without bypass pumping. A saturated bottom disk or disks are installed onto the subfloor, bench, and up the wall about 6 inches.
- f. For channel lining the incoming and outgoing pipes are plugged. This may require bypass pumping. Two or more bottom disks are placed into the channel, onto the bench, and 6 inches up the wall.
- g. Resin saturated Liner is lowered into the structure and positioned properly to line up any offsets.
- h. Liner is pressurized with air or water to a minimum of 3psi. Contractor shall verify proper position of the liner from the inspection portal located on the installation canister. If Liner is not positioned properly the Liner can be raised, lowered or rotated to desired position. In some cases, it may be necessary to enter the structure to hand position portions of the liner.
- i. The liner is cured with steam, hot water, or ambiently. Cure times vary according to, cure method, Liner thickness, structure size, ambient temperatures, and resin formulation. Typically, curing takes about an hour with steam. Contractor may use the exposed portion of the Liner above the frame as an indicator. When steam is used a cool down period is needed equaling about 25% of cure time.
- j. Liner shall be cut and trimmed to allow for all incoming and outgoing pipe to flow without obstruction. If channel is unlined the subfloor shall be removed.
- k. All cut edges shall be sealed with an epoxy mastic material that is compatible with the Liner System.

F. FINISHED LINER

- a. The finished CIP Liner System shall be continuous over the entire length of the structure from the cover seat to the top of the channel or shall include the channel as required. The Liner shall be smooth with minimal wrinkling.
- b. Liner shall be bonded to the structure, as required by design, and in such a way as to not allow any water to flow behind the liner and enter back into the waste stream.

G. PAYMENT

- a. Payment for the lining of manholes and wet wells with Cured-in-Place Lining System will be per square foot of surface area lined and shall include any cost associated with the installation of the liner as outlined in this section.

A.4 REPLACEMENT OF MANHOLE RING AND COVER

- A. General: This section deals with the replacement of existing manhole rings and covers when new manhole rings and covers are required.

1. New Manhole Ring and Cover: Existing manhole ring and covers shall be cleaned and reinstalled where directed by the City. Where required, the existing manhole ring and cover shall be removed and salvaged and a new manhole ring and cover installed and adjusted by the Contractor as directed by the City. Removing and replacement of pavement shall conform to the City Standards.

New manhole rings and covers shall be provided by the Contractor. The Contractor shall confirm the desired manhole ring and cover model, design and markings with the City prior to ordering. Rings and covers shall be made of clean, even grain, cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 30 iron Castings. The castings shall be smooth, true to pattern and free from projections, sand holes or defects. The portion of the ring and cover which forms the cover seat shall be machined so that no rocking of the cover is possible.

On paved streets, the ring and cover shall be set flush with the finished grade and in the plane of the paved surface. In other locations, they shall be set to the grades determined in the field by the City.

A.5 SALVAGING MANHOLE RING AND COVER

All existing undamaged manhole rings and covers removed from the manholes shall be considered as salvaged rings and covers. These salvaged rings and covers shall always remain the property of the City after removal and delivered to the City.

Reasonable care shall be exercised to prevent unnecessary damage to the salvaged rings and covers.

The Contractor shall, upon removal of ring and cover, remove all grout from the salvaged ring and cover. The cover shall then be tied to the ring using a minimum of two (2) or more pieces of six (6) gauge wire and provided to the City.

A.6 RAISING OF EXISTING MANHOLE RING AND COVER

Existing manholes below grade shall be raised to grade using either a cast iron riser ring, concrete "donut" riser, or manhole riser section as directed by an Engineer or the City.

When adjusting with brick, a maximum of 16 inches adjustment will be allowed. The mortar shall be troweled to a smooth finish.

A.7 INFLOW DISH

An inflow dish shall be installed when required by the Engineer or the City in specified manholes to prevent excessive rainwater from entering the manhole cover. Inflow dishes shall be "Rainstopper" type, or an Engineer-approved equal. Inflow dishes and components shall be manufactured of material resistant to corrosion from atmospheres containing hydrogen sulfide and dilute sulfuric acid. The inflow dish shall allow venting of sewer gasses. The inflow dish shall be constructed HDEP material or 316 stainless steel and shall be anchored to the manhole by a tether. Installation shall be in accordance with the manufacturer's recommendations and shall not impede the proper seating of the manhole cover.

A.8 CHIMNEY SEAL

A chimney seal shall be installed when required by an Engineer or the City in specified new or existing manholes to stop inflow in the chimney area. Chimney seals shall be "Flex-Seal" as manufactured by Sealing Systems, Inc., or "Ring Seal" as manufactured by Southwestern Packing and Seals, Inc. or "Internal Manhole Chimney Seal" as manufactured by Cretex Specialty Products. The chimney seal shall be secured to the manhole cone and the cover ring. The chimney seal shall have a design life of at least 25 years. The chimney seal shall be installed in the manhole in accordance with the manufacturer's recommendations.

A.9 MANHOLES LACKING BENCHES AND INVERTS

Manholes lacking benches and inverts shall require building of the bench and invert prior to performing any rehabilitation. Measurement and payment shall be determined by the cubic yards of concrete used to complete the bench and invert.

A.10 WARRANTY

All lining installations shall be warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of project acceptance. Should a defect occur during this five (5) year period that is attributable to the lining installation or materials, then this defect shall be repaired within four (4) weeks from the date of defect notification to the contractor at no additional cost to the City.

The Contractor shall be responsible for all required repair costs associated with a lining failure during the warranty period including all cost associated with backups and all other property damage.

2) **PROJECT TIME LINE**

- A. **Notice of Award:** after bid opening and complete review of submitted bid information
- B. **Notice to Proceed:** after Pre-construction Meeting
- C. **Start Time:** after Pre-construction Meeting

Initial contract will be for one (1) year from date of Notice to Proceed. Contract will be renewable for up to two (2) one (1) year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

3) **Annual estimated quantities** of work are provided on Attachment 1 Schedule of Unit Pricing. The quantities provided in Attachment 1 are estimates only, the City does not guarantee the amount of work will equal the quantities in Attachment 1

End of Scope of Work

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.

- 20. **Evaluator** is a member of the evaluation committee/team.
- 21. **Goods** are supplies, materials, or equipment.
- 22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
- 23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
- 24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
- 25. **Issues** means points, matters, or concerns to be addressed during negotiations.
- 26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
- 27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
- 28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
- 29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
- 30. **Negotiator** is a member of the negotiation team.
- 31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
- 32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
- 33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
- 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
- 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
- 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
- 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
- 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.

40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1) **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2) **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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

3) **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4) **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5) **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6) **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7) **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8) **AWARDS**

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

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9) **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10) **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11) **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12) **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13) **BONDS**

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

14) **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15) **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16) **CHANGE ORDER REQUEST NOTIFICATION**

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

17) **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18) **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19) **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20) **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21) **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22) **CONTRACT**

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

23) **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24) **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25) **COOPERATIVE PURCHASING**

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

26) **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27) **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28) **DAMAGE**

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

29) **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30) **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor

defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31) **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required,” “as soon as possible” or “prompt” may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City’s list of eligible Bidders/Proposers as determined by the Purchasing Division.

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

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.

- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33) **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34) **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35) **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36) **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37) **E-VERIFY**

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

38) **FACILITIES**

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

39) **FAILURE TO RESPOND**

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

40) **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41) **FORCE MAJEURE**

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

42) **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43) **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port

Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44) **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45) **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46) **IDENTICAL TIE BIDS**

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

47) **INDEMNIFICATION/HOLD HARMLESS**

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

48) **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49) **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50) **INSURANCE**

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51) **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52) **INSURANCE REQUIREMENTS**

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

53) **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54) **IRREVOCABILITY OF RESPONSES**

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

55) **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56) **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

57) **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58) **LITERATURE (if applicable):**

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not

covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59) **LOCAL PREFERENCE**

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

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

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

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax

receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

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

60) **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61) **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62) **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63) **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64) **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65) **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66) **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67) **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68) **PATENTS/COPYRIGHTS**

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

69) **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70) **PREPARATION OF RESPONSES**

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

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71) **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72) **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73) **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74) **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75) **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76) **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77) **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

78) **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation

meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79) **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80) **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81) **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82) **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these

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

83) **RECYCLED MATERIALS**

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

84) **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85) **REQUEST FOR ADDITIONAL INFORMATION**

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

86) **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87) **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

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

88) **RIGHT OF WITHDRAWAL**

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

89) **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90) **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91) **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92) **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93) **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94) **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95) **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96) **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97) **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98) **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99) **SUBCONTRACTING**

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

100) **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101) **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102) **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103) **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104) **TERMINATION - NOTICE**

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

105) **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may

vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106) **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107) **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108) **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109) **VENDOR'S PRODUCT OR SERVICES**

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

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

- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110) **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111) **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM and DURATION

Contract Time and Renewal and CPI Rate Adjustment: Initial contract will be for one (1) year from date of Notice to Proceed. Contract will be renewable for up to two (2) one (1) year renewal periods, upon agreement of both parties. Renewal will be approved by the City Manager and the budget will be approved by City Council.

No subcontractor is allowed with written approval from the City of Port Orange.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

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

BID BONDS

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.

PAYMENT & PERFORMANCE BONDS

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. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ Attachment 1 – Bid Proposal
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Bid Bond
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS
STATE OF _____	COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by

_____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____

(NAME) (TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

The business address of _____ (name of Offeror or business) is _____

1. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
4. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
5. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
6. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

_____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification. _____

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

SIGNED BY: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: ____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

<u>Name</u>	<u>Title</u>	<u>Phone #</u>

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

(FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS– Page 2)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
_____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

"Attachment 1" Schedule of Unit Pricing

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING				
BID FORM				
CITY OF PORT ORANGE				
ITB # 19-19				
REHABILITATION OF SANITARY SEWER MANHOLES				
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. Annual estimated quantities of work are provided on Attachment 1 Schedule of Unit Pricing. The quantities provided in Attachment 1 are estimates only, the City does not guarantee the amount of work will equal the quantities in Attachment 1				
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 NAME:				
AUTHORIZED SIGNATURE:				
PROPOSED PRICING				
ITEM #	DESCRIPTION	ANNUAL ESTIMATED QUANTITIES	UNIT	UNIT PRICE
A	GENERAL			
1	Mobilization	10	EA	\$0.00
2	Maintenance of Traffic	10	EA	\$0.00
				\$0.00
				TOTAL GENERAL BASE BID:
B	CONSTRUCTION			
1	Lining of Manholes/Wet Wells using Urethane/Epoxy-Based Lining	2000	SF	\$0.00
2	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	1000	SF	\$0.00
3	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	500	SF	\$0.00
4	Replacement of Manhole Ring and Cover in Grass	10	EA	\$0.00
5	Replacement of Manhole Ring and Cover in Pavement	10	EA	\$0.00
6	Salvaging Manhole Ring and Cover	10	EA	\$0.00
7	Raising of Existing Manhole Ring and Cover	20	EA	\$0.00
8	Inflow Dish HDPE	10	EA	\$0.00
9	Inflow Dish Stainless Steel	10	EA	\$0.00
10	Chimney Seal	20	EA	\$0.00
11	Manholes Lacking Benches and Inverts	20	EA	\$0.00
				\$0.00
				TOTAL CONSTRUCTION BASE BID:
				\$0.00
				Subtotal - GENERAL BASE BID
				\$0.00
				Subtotal - CONSTRUCTION BASE BID
				\$0.00
				Total - GENERAL & CONSTRUCTION BASE BIDS
				\$0.00
				CONTINGENCY (10%) GENERAL and CONSTRUCTION Base Bids
AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER				

Annual estimated quantities of work are provided on Attachment 1 Schedule of Unit Pricing. The quantities provided in Attachment 1 are estimates only, the City does not guarantee the amount of work will equal the quantities in Attachment 1

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ DOLLARS (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____" in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

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

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

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage - \$1,000,000 minimum	

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

14. Modifications or Changes to this Contract

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

15. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

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

19. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

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

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 1

July 30, 2019

purchdiv@port-orange.org

ITB 19-19 Rehabilitation of Sanitary Sewer Manholes

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 2, 2019 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:

N/a

B. CHANGES TO SPECIFICATIONS:

N/a

C. QUESTIONS AND ANSWERS:

Question 1. Will you please provide us with the estimated annual expenditure for the above-mentioned project?

Answer: The estimated annual budget is \$200,000, and is based on the quantity of work needed to be performed. This is based on the anticipated current amount of work expected, There is no guarantee of this amount.

Question 2. GML Coatings is submitting specifics to be considered as an alternate for lining materials. Materials used are multiple layers and are being submitted for comparison for urethane/epoxy-based lining and cured in place lining systems, (single and multiple layers). GML Coatings has prior manholes lined for the City of Port Orange.

Answer: GML is an acceptable alternate for the lining material.

Question 3. Please advise if the City would consider an alternate for the coating of the manholes. Intercounty is a qualified installer of Sewpercoat from Kerneos.

Answer: Sewpercoat is **not** an acceptable alternate for the lining material.

Question 4. This is regarding the above referenced project. Could you please provide a copy of bid tabulation with unit price breakdown for any past bid similar work?

Answer: We do not have any relevant bids in reference to this type of project in Port Orange You can find our open and closed bids on City of Port Orange website
<https://www.port-orange.org/bids.aspx>

Question 5. Please consider of Mainstay Composite Liner System for the manhole bid. This system has been installed in Central and South Florida for over 20 years. It has a 10 warranty

Answer: The product is **not** an acceptable alternate.

Question 6. Are the manhole inserts tethered necessary that you definitely want or are you accepting any alternatives?

Answer: If there is going to be an alternative proposed, we would like to see the alternative, we do not need an official sample, we are only requiring to see the technical specifications and data you have and we will respond.

Question 7. Is the \$200K budget over 3 years or 1 year?

Answer: The estimated annual budget is \$200,000, see question #1

Question 8. Is there a minimum amount of quantity being issued? Is there an intent to get a certain amount done?

Answer: The intent is to identify and line manholes up to that estimated amount and in the ITB it states that it is an estimate not a guarantee of an amount, the intent is to get a certain amount per year completed.

Question 9. May SpectraShield be added as an approved lining system for the above project (Rehabilitation of Sanitary Sewer Manholes)?

Answer: Spectra Shield **is** an approved lining system.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-19 remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 2

August 5, 2019

purchdiv@port-orange.org

ITB 19-19 Rehabilitation of Sanitary Sewer Manholes

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 2, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

- 1) 7/31/2019 Revised "ATTACHMENT 1" SCHEDULE OF UNIT PRICING form– added extended pricing column to form. Revised form “ATTACHMENT 1 SCHEDULE OF UNIT PRICING ITB 19-19 REHABILITATION OF SANITARY SEWER MANHOLES Revised FINAL 07.31.2019” added to Demand Star and City Website
- 2) 8/01/2019 Revised “ATTACHMENT 1" SCHEDULE OF UNIT PRICING form-revised form “**ATTACHMENT 1 SCHEDULE OF UNIT PRICING ITB 19-19 REHABILITATION OF SANITARY SEWER MANHOLES PRICING BID FORM revised 08.01.2019**”

B. CHANGES TO SPECIFICATIONS:

N/a

C. QUESTIONS AND ANSWERS:

Question 1. Will you please provide us with the estimated annual expenditure for the above-mentioned project?

Answer: The estimated annual budget is \$200,000, and is based on the quantity of work needed to be performed. This is based on the anticipated current amount of work expected, There is no guarantee of this amount.

Question 2. GML Coatings is submitting specifics to be considered as an alternate for lining materials. Materials used are multiple layers and are being submitted for comparison for urethane/epoxy-based lining and cured in place lining systems, (single and multiple layers). GML Coatings has prior manholes lined for the City of Port Orange.

Answer: GML is an acceptable alternate for the lining material.

Question 3. Please advise if the City would consider an alternate for the coating of the manholes. Intercounty is a qualified installer of Sewpercoat from Kerneos.

Answer: Sewpercoat is **not** an acceptable alternate for the lining material.

Question 4. This is regarding the above referenced project. Could you please provide a copy of bid tabulation with unit price breakdown for any past bid similar work?

Answer: We do not have any relevant bids in reference to this type of project in Port Orange. You can find our open and closed bids on City of Port Orange website

<https://www.port-orange.org/bids.aspx>

Question 5. Please consider of Mainstay Composite Liner System for the manhole bid. This system has been installed in Central and South Florida for over 20 years. It has a 10 warranty

Answer: The product is **not** an acceptable alternate.

Question 6. Are the manhole inserts tethered necessary that you definitely want or are you accepting any alternatives?

Answer: If there is going to be an alternative proposed, we would like to see the alternative, we do not need an official sample, we are only requiring to see the technical specifications and data you have and we will respond.

Question 7. Is the \$200K budget over 3 years or 1 year?

Answer: The estimated annual budget is \$200,000, see question #1

Question 8. Is there a minimum amount of quantity being issued? Is there an intent to get a certain amount done?

Answer: The intent is to identify and line manholes up to that estimated amount and in the ITB it states that it is an estimate not a guarantee of an amount, the intent is to get a certain amount per year completed.

Question 9. May SpectraShield be added as an approved lining system for the above project (Rehabilitation of Sanitary Sewer Manholes)?

Answer: Spectra Shield **is** an approved lining system.

Question 10. Will the city consider that One-piece Fiberglass manhole inserts Min 1/2 Thick be added to your bid package?

Answer: Fiberglass Manhole Liners produced by LFM FRP Specialists, Associated Fiberglass Enterprises and Mainstay Composite Liner Fiber both acceptable as alternates for Sanitary Sewer Manhole lining.

Question 11. Please consider our Mainstay Composite Liner Fiberglass Reinforced System for this bid.

Answer: Mainstay Composite Liner Fiberglass Reinforced System **is not** and acceptable alternate for Sanitary Sewer Manhole lining

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-19 remains unchanged.

END OF ADDENDUM NO. #2



NOTICE OF INTENT TO AWARD

ITB 19-19 Rehabilitation of Sanitary Sewer Manholes

August 29, 2019

On August 13, 2019 Purchasing received Two (2) complete bids for ITB 19-19 Rehabilitation of Sanitary Sewer Manholes.

After review of the bids submitted, City Staff has made its recommendation to award Danus Utilities. of Sanford, FL to be the lowest, responsive, responsible bidder.

Recommendation to award will be presented for City Council approval on October 1, 2019.

**David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent**

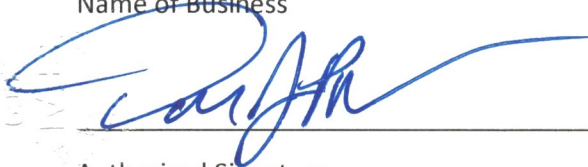
SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8– Statement of Vendor’s Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.12 – Local Business Affidavit of Eligibility
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ Attachment 1 – Bid Proposal
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Danus Utilities, inc.

Name of Business


Authorized Signature

8/13/2019

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Danus Utilities, Inc.

NAME OF BUSINESS

2320 Beardall Ave

MAILING ADDRESS

AUTHORIZED SIGNATURE

Daniel J Pardus - President

Sanford, FL 32771

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

27-0404772

386-233-5588

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

STATE OF Florida

COUNTY OF Seminole

danus2@cfl.rr.com

E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of August 13, 2019 by

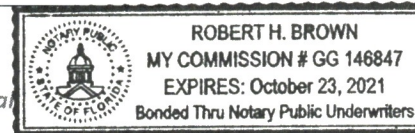
Daniel J Pardus, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: October 23, 2021

Notary Public

This document must be completed and returned with your Submittal

ITB 19-19 Rehabilitation of Sanitary Sewer Manholes



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 7/30/2019 Addendum # 2 Date: 8/5/2019

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

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

Danus Utilities, Inc

Name of Business

By: [Signature]

Printed Name: Daniel J Pardus

Title: President

STATE OF FLORIDA

COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 13 day of August, 2019, by Daniel J Pardus, as President of _____

(NAME)

(TITLE)

Danus Utilities, Inc. and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

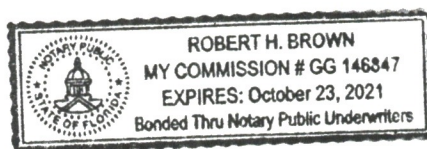
☐ has produced PK as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.
- As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Danus Utilities, Inc

Name of Business

By: [Signature]

Printed Name: Daniel J Pardus

Title: President

STATE OF FLORIDA

COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 13 day of August, 2019, by Daniel J Pardus, as President of

(NAME)

(TITLE)

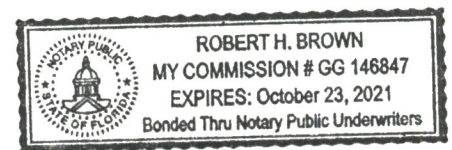
Danus Utilities, Inc. and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced PK as identification.



[Signature]

Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Daniel J Pardus, who, being by me first duly sworn, made the following statement:

The business address of 2320 Beardall Ave, Sanford, FL 32771 (name of Offeror or business) is Danus Utilities, Inc.

1. My relationship to Danus Utilities, Inc. (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
4. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
5. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
6. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Danus Utilities, Inc.

Name of Business

By: [Signature]

Printed Name: Daniel J Pardus

Title: President

STATE OF FLORIDA

COUNTY OF SEMINOLE

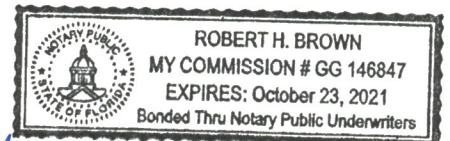
Sworn to (or affirmed) and subscribed before me this 13 day of August, 2019, by Daniel J Pardus, as President of

Danus Utilities, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced PK as identification.



[Signature]
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Danus Utilities, Inc.

SIGNED BY: 

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

PRINTED SIGNATURE: Daniel J Pardus

TITLE: President

ADDRESS: 2320 Beardall Ave

Sanford

CITY: FL STATE: 32771 ZIP CODE:

386-233-5588

TELEPHONE: 407-878-1254 FAX:

COMPLETION TIME: Differs between individual projects

F.E.I.N. NUMBER: 27-0404772

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

NO BID (REASON): N/A

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

Name

Title

Phone #

Daniel J Pardus

President

386-233-5588

(Authorized Signature)

Daniel J Pardus

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

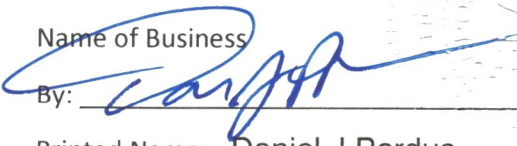
FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. **Danus Utilities, Inc.**
- B. Permanent main office address. **2320 Beardall Ave, Sanford, FL 32771**
- C. Date organized. **June 2019**
- 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?
10 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **SEE ATTACHMENT 1**
- G. General character of work performed by your company. **Certified Underground Utilities and Excavation Contractor**
- 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. **N/A**
- 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 ATTACHMENT 2**
- K. List your major equipment currently owned or leased. **SEE ATTACHMENT 3**
- L. Experience in work similar to this type of project. **SEE ATTACHMENT 4**
- M. Background and experience of the principal members of your organization, including the officers.
SEE ATTACHMENT 5
- N. Credit currently available: \$ **250,000.00**
- O. Give bank reference: **Seacoast Bank - Bill Zirkelbach 386-274-6020**
- 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 Vendor's Qualifications.

Danus Utilities, Inc.

Name of Business

By: 

Printed Name: **Daniel J Pardus**

Title: **President**

STATE OF FLORIDA

COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 13 day of August, 2019, by
Daniel J Pardus, as President of
Danus Utilities, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

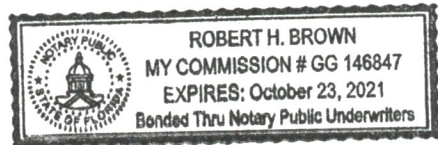
☐ has produced PK as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission

and expiration:



This document must be completed and returned with your Submittal



Attachment No.:

2320 Beardall Ave, Sanford, FL 32771 • P.O. BOX 291671, Port Orange, FL 32129 • (386) 233-5588
State License # CUC 1224744

Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
2014	2014	Various Lift Station Rehabilitations - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Deltona, FL 2345 Providence Blvd Deltona, FL 32725 Scott Ruland 386-804-2372 Engineering: City Engineer	\$ 203,023.00
2/10/14	4/11/14	Waste Water Treatment Plan Headworks Rehabilitation - Including: By-pass of 6 MGD, coating of structure.	City of Port Orange, FL 1000 City Center Circle Port Orange FL, 32129 Fred Griffith - 386-506-5753 Engineering: Quentin L Hampton & Associates (386) 761-6810	\$ 536,480.00
3/24/14	3/28/14	Install water service and gravity sewer laterals	City of New Smyrna Beach 210 Sams Ave New Smyrna Beach, FL 32168 Randy Walters - 386-424-3026 Engineering - City Engineer	\$ 43,250.00
05/2014	05/2014	Lowes Gravity Improvements - Including: install new 8' x 18' deep precast, lift station valve box, electrical, 5000' of 8", 6", and 4" force main, demo old drain field and pumping station.	Lowes Home Centers Howard Bayless 863-680-2293 Engineering: Upham & Associates 386-672-9515	\$ 421,000.00
5/9/14	5/16/14	Various Lift Station Repipes - including: By-pass and piping.	City of Ormond Beach, FL 22 South Beach Street Ormond Beach, FL 32174 Thom Masnara 386-295-2067 Engineering - City Engineer	\$ 56,750.00
5/29/14	6/24/14	4 Lift Station Rehabilitations - Including: By-pass, new precast, electrical and pipes valves and fittings.	City of Deltona, FL 2345 Providence Blvd Deltona, FL 32725 Scott Ruland 386-804-2372 Engineering - City Engineer	\$ 68,400.00
05/2014	05/2014	Lift Stations 2A and 2B Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Town of Longboat Key, FL 501 Bay Isles Road Longboat Key, FL 34228 Brad Walter Phone: 941- 316-1999 Engineering: DMK Engineering 941-412-1293	\$ 213,014.00
02/2015	03/2015	Town of Longboat Key Lift Station 8F Rehabilitation - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Town of Longboat Key, FL 501 Bay Isles Road Longboat Key, FL 34228 Brad Walter Phone: 941- 316-1999 Engineering: DMK Engineering 941-412-1293	\$ 261,393.00
04/2015	06/2015	Volusia County Lift Station Project, Rehabilitation of Lift Stations SE1, SE6 and SE11 - Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	Volusia County, FL 123 W Indiana Ave Deland, FL 32720 Scott Mays 386-943-7027 Engineering: Jones, Edmunds & Associates 800-237-1053	\$599,297.00
05/2015	06/2015	Installation of fiberglass liner in existing manhole on Raper Dairy Road for the City of Orlando, FL	Insituform Technologies, Inc. 3016 N Hwy 301 N Tampa, FL 33619 Brandon Gerber 813-627-0007	\$85,000.00
06/2015	07/2015	Sagittarius Pump Station Improvements - By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419	\$193,308.00



Attachment No.:

2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 233-5588
State License # CUC 1224744

Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
08/2015	08/2015	Holly Hill Lift Station # 6 Rehabilitation Project - Bid # 14-WW01 Including- By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	\$247,761.00
09/2015	10/2015	Holly Hill Lift Station # 17 Rehabilitation Project - Bid # 15 WW02. Including: By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	\$208,990.00
10/2015	11/2015	Ormond Beach Saddler's Run Lift Station Rehabilitation Project - Bid # 2015-25: Including - By-pass new pumps, new control panel, pipes, valves and fittings, coatings and precast.	City of Ormond Beach, FL 22 South Beach Street Ormond Beach, FL 32174 Thom Masnara 386-295-2067 Engineering - City Engineer	\$179,450.00
11/2015	11/2015	City of Deltona Whitewood and Wellington Rehab Project - ITB # PW 15-10: Including - Removal and replacement of the manhole immediately upstream of lift station #1 and lining of wetwell. Demolition and removal of existing manhole, by-pass pumping, installation of replacement manhole with liner and additional piping required to reestablish the connections and also the lining of existing wetwell.	City of Deltona 2345 Providence Blvd. Deltona, FL 3725 Phyllis Wallace 386-878-8965 Engineering: Quentin L Hampton Associates 386-761-6810	\$93,250.00
12/2015	02/2016	Brevard County Lift Station S-07 Replacement - Bid No. B-4-15-90: Including - The modification to existing wet well, removal of pumps, pumps building, control panel, tower, meter and all electrical connections. The work also consists of installing new sanitary wet well, dual submersible pumps, force main, control panel, transfer switch, telemetry tower and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Engineering: Quentin L Hampton Associates 386-761-6810	\$440,339.00
06/2016	08/2016	SSNOCWTA - Five Points and Consumers Lift Stations Improvements - 2015-16-14: Including - By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings, installation of odor control, replace electrical and instrumentation, Installation of new generator ATS and related items.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419	\$ 536,180.00
05/2016	06/2016	Brevard County Lift Station F-10 Electrical Upgrade - B-4-16-17: Including furnishing and installing a Triplex Pump Control Panel, electrical disconnects, battery charging system for the existing emergency generator, complete and integrated grounding system, and making improvements to instruments, controls, alarms, and lighting. This work also involves the re-installation of an Owner-furnished RTU system and includes providing and maintaining a temporary bypass pumping system, performing required demolition of old components, performing all demonstration tests, and furnishing and installing all hardware, fasteners, conduits, wiring, and other incidentals.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Tetra Tech (Engineering): Rasesh Shah 407-480-3926	\$ 209,000.00
08/2016	11/2016	Brevard County Lift Stations B-08 and B-11 Replacement - Bid No. B-4-16-13: Including: Demolition, bypass pumping, installation of gravity lines and manhole, installation of wet well, pumps, piping and valves, electrical, control panel, telemetry tower, antenna, and RTU, fence, gate, concrete driveway and ground cover, and restoration.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 830,950.00



Attachment No.:

2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 233-5588
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Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
12/2016	02/2017	City of Holly Hill Lift Station 16 Rehabilitation - BID NO. 16WW01: Including demolition, bypass pumping, supply and installation of PVF, pigging, electrical, directional drill of HDPE force main, tie-in to existing lift station and manhole, air release valve assembly, abandoning of existing force main, MOT and restoration.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117 Walt Smyzer 386-248-9463 Engineering: Quentin L Hampton Associates 386-761-6810	\$ 236,640.00
12/2016	01/2018	Brevard County Lift Stations S-09 and S-15 Replacement - Bid No. B-4-16-88: Including - The project consists of replacing two (2) existing "dry-well" lift stations with new submersible lift stations (Using Tremmie method), including new valve pads, tie-in to the existing force mains, new power service, new control panel, new telemetry tower (with a 3KVA step down transformer), site grading, chain link fence and gates, new access driveway.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 1,205,242.00
02/2017	05/2017	City of Ormond Beach - Lift Station 8M-1 Improvements - BID NO. 2016-05: Work includes electrical improvements: replacement of the existing valve box; rehabilitation of the existing perimeter knee wall; wet well improvements, including replacement of the existing top slab, lining the existing wet well interior and replacement of the existing riser pipes, guide rails, brackets and pumps. In addition, the work includes removal of an existing camphor tree stump; lining of an existing manhole; replacement of a settled gravity sewer main and surface restoration.	City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite 201 Daytona Beach, FL 32114 Scott Spooner: 386-274-2828	\$ 216,050.00
01/2017	08/2017	SSNOCWTA - Winter Park Central Lift Stations Improvements - 2015.16-33: Including By-pass, Demolition of existing equipment, replacement of risers, replacement of piping valves and fittings. Concrete/grout repair for base plates and voids. Installation of steel plate for riser pipes, wet well catchment bowl and drop pipe, guide rails, swing gate, crane hoist and runway beam, sluice gate, hatches for effluent vault, wet well and influent control structure, wet well and influent control structure liners. Replace electrical and instrumentation. Canopy structure and restoration.	South Seminole & Orange County Waste Water Transmission Authority 410 Lake Howell Rd, Maitland, FL 32751 Ed Gil DeRubio - 407-628-3419 Engineering: Reiss Engineering Eric Gassen: 407-679-5358	\$ 589,093.50
09/2017	01/2018	Brevard County - Lift Station S-17 Replacement - Replace the existing dry well/wet well S-17 Lift Station within the public Right-of-Way for Burns Boulevard. The new lift station will consist of a 10 foot diameter wet well and twin 10 horsepower submersible pumps. A proposed 10 inch force main will connect to an existing 10 inch force main located within Burns Boulevard. The existing dry well will be cut down below grade and filled with sand. The existing wet well will be converted to a terminal manhole and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 499,948.00
8/2017	09/2018	Town of Longboat Key - 7 Lift Station Rehabilitation Project - Including: By-pass pumping. Replacement of pipes, valves and fittings, base plates, guide rails, top slab and hatches and coatings.	Town of Longboat Key 501 Bay Isle Road Longboat Key, FL 34228 Brad Walter - 941-316-1999 Engineering: Town of Longboat Key 321-269-7847	\$ 557,969.51

2 Cont



Attachment No.:

2320 Beardall Ave, Sanford, FL 32771 ♦ P.O. BOX 291671, Port Orange, FL 32129 ♦ (386) 233-5588
State License # CUC 1224744

Job References				
START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
02/2017	02/2018	Brevard County - Lift Station C-12 Rehabilitation - The project consists of rehabilitation of Lift Station C-12 to include rehabilitation of the existing wet well; removal and disposal / salvaging of existing pumps, valves, fittings and piping from the dry pit; demolition of the top five (5) feet of dry pit and filling it with suitable soil; construction of an above ground valve pad; installation of new pumps, base elbows, discharge piping, valves, and fittings and connection to the existing force main; installation of a electrical control panel, pedestal box, RTU panel with antenna. The project also involves site improvements including construction of a fence with gate and an access driveway. By-pass pumping of the wastewater during the rehabilitation of the lift station is included and all other incidentals necessary to complete the work in accordance with the Contract Documents.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard: 321-633-2089 Engineering:	\$ 234,580.00
01/2018	06/2018	Seminole Tribe of Florida - Hollywood Police Station Rehabilitation - This sewer lift station rehabilitation project generally consists of demolishing the major components of the existing lift station, except for the wet well, and reconstructing with new components in accordance with STOF Public Works.	Seminole Tribe of Florida 6300 Stirling Road Hollywood, FL 33024 Rudy Garcia - 954-966-6300 Engineering: Jacobs Engineering- Walmer Martinez - 787-901-1627	\$ 233,150.00
04/2018	10/2018	Brevard County Lift Station J-02 Replacement - The project consists of the installation of the proposed Lift Station J-02, including but not limited to the demolition of the existing lift station; installation of a new wet well via the tremie method (the tremie method is the only acceptable method), valve vault, pumps, risers, valves, piping, control panel, generator, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Engineering: Honeycutt and Associates: Rodney Honeycutt: 321-269-7847	\$ 644,500.00
06/2018	10/2018	Brevard County Lift Station X-15 Rehabilitation - The project consists of relocating three existing blowers from inside a building to outside; construction of a pre-engineered canopy; replacement of existing air piping and valves; temporary blower equipment and piping as necessary to maintain continuous operation of the facility.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Engineering: Wade Trim Inc. Rodrigo Cruz 321-728-3389	\$ 110,800.00
01/2019	05/2019	City of Cocoa - Lift Station 29 Gravity Main - This project involves the removal, grade correction and replacement of approximately 100 lineal ft of 10" gravity sewer.	City of Cocoa 65 Stone Street Cocoa, FL 32922 Chris Collier 407-616-1921 County Engineering	\$ 167,850.00
01/2019	04/2019	Brevard County Lift Station T-14 Rehabilitation The project consists of the rehabilitation of Lift Station T-14 to include rehabilitation of existing wet well; demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves / fittings, electrical and RTU panels; and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration such as construction access driveway and replanting of the screening hedge after completion of rehabilitation.	Brevard County, FL 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089	\$ 340,800.00



Equipment List

Vehicles	
1	2015 Dodge 5500 Utility Truck w/ Auto Crane and Tools (2)
2	2000 Ford F-350 Utility Truck
3	2015 Ford F-550 Flatbed Truck
4	2017 Ford F-350 Blue Truck
5	2015 Ford F-250 Red Truck
6	2004 Ford F-250 Gray Truck
7	2009 Ford F-150 Red Truck
8	2008 Ford F-150 Red Truck
9	2006 Ford F-150 Silver
Trailers	
1	2018 SureTrac Flat "Blue" Trailer
2	2015 Big Tex Flat "Black" Trailer
3	Big Tex 70PI Dewatering Trailer
4	2017 SureTrac Dump Trailer
5	2013 Big Tex 14LX Dump Trailer
6	2007 Drag Dump Hydraulic Dump
7	Vermeer 750 Gallon Vactor
8	2005 750 Super Vac
By-Pumps	
1	2018 Godwin 8" By-Pass #1
2	Godwin 4" By-Pass
3	Godwin 4" By-Pass
4	DBA 4" Dewatering Pump
Machinery	
1	2013 CAT 304 Mini Excavator
2	2013 CAT 259 Skid Steer W/ Attachments
3	CAT 320E Excavator
Tools	
1	McCroy HDPE Butt Fusion Machine
2	Central Thermoplast HDPE Electro Fusion Machine
3	Generators / Welders
4	Bosch Jack Hammer
5	ISC 695-F4 5HP Concrete Chain Saw
6	Stihl 14" Gas Chop Saws (3)
7	Confined Space Tripods
8	Gas Detectors
9	Hilti Chisel Hammer
10	Compactor / Tamper
11	All Required Piping tools



Attachment No.:
 4133 Saddle Club Dr, New Smyrna Beach, FL 32168 ♦ P.O. BOX 291671-32129 ♦ (386) 233-5588
 State License #CUC 1224744

Job References				
	COMPLETE DATE	DESCRIPTION	CUSTOMER INFORMATION	
	Feb 2016	Furnish & Install Fiberglass liner H-20 load rating with ½" minimum wall thickness. Furnish & Install Epoxy coating on bench and manhole chimney per Orange Co standards. Furnish & Install Concrete for annular space between new liner and existing manhole. Restoration.	Jordan Brothers Construction 7575 Kingspointe Prky Suite 7 Orlando, FL 32819 David Ressler - 407-226-8840 dcoleman@jordancompanies.com	
	2016 to Present	Furnish and install multiple fiberglass liners over various projects. Including Furnish & Install Epoxy coating on bench and manhole chimney. Furnish & Install Concrete for annular space between new liner and existing manhole. Restoration.	Miller Pipeline 2332 Old Combee Rd Lakeland, FL 33805 Butch Lanville - 863-937-1219 Butch.Lanville@millerpipeline.com	
	2009 to Present	Furnish and install multiple fiberglass liners over various projects. Including Furnish & Install Epoxy coating on bench and manhole chimney. Furnish & Install Concrete for annular space between new liner and existing manhole. Restoration.	Brevard County, FL Brevard County Utility Services 10001 North Wickham Road Viera, Florida 32940 Robert Edmiston - 321-255-4329 robert.edmiston@brevardcounty.us	
	2015 to Present	Furnish and install multiple fiberglass liners over various projects. Including Furnish & Install Epoxy coating on bench and manhole chimney. Furnish & Install Concrete for annular space between new liner and existing manhole. Restoration.	City of Apopka 120 E Main Street Apopka, FL 32703 Jorge Garcia - 407-703-1731 jgarcia@apopka.net	
	2009 to Present	Furnish and install multiple fiberglass liners over various projects. Including Furnish & Install Epoxy coating on bench and manhole chimney. Furnish & Install Concrete for annular space between new liner and existing manhole. Restoration.	City of Orlando PO Box 4990 Orlando, FL 32802 Daron Johnson - 407-246-2363 daron.johnson@cityof orlando.net	
	2012 to Present	Furnish and install multiple fiberglass liners over various projects. Including Furnish & Install Epoxy coating on bench and manhole chimney. Furnish & Install Concrete for annular space between new liner and existing manhole. Restoration.	City of Port Orange, FL 1000 City Center Circle Port Orange FL, 32129 Kenny Ho - 386-506-5754 kho@port-orange.org	
	06/2015	Installation of fiberglass liners in existing manhole on Raper Dairy Road for the City of Orlando, FL	Insituform Technologies, Inc. 3016 N Hwy 301 N Tampa, FL 33619 Brandon Gerber 813-627-0007	
	11/2015	City of Deltona Whitewood and Wellington Rehab Project - ITB # PW 15-10: Including - Removal and replacement of the manhole immediately upstream of lift station #1 and lining of wetwell. Demolition and removal of existing manhole, by-pass pumping, installation of replacement manhole with liner and additional piping required to reestablish the connections and also the lining of existing wetwell.	City of Deltona 2345 Providence Blvd. Deltona, FL 32725 Jeff Elder - 386-878-8100 JElder@deltonafl.gov	

DAN PARDUS
CONSTRUCTION RESUME

1/1993 to 12/1997: Dan Pardus was owner of Multi- Communications and was the foreman and equipment operator supervising crews running conduits on 1-75 installing 20 miles of 4" duct and pull boxes. He also supervised the installation, maintenance, and servicing of all cable systems located in Volusia County, installing coax and fiber cables, jack and boring of roads and driveways, splice taps, setting ground rods, and underground pull boxes. His responsibilities included operating the ditch witch, and plow trencher combo, digging pull boxes in with backhoe, holding pre-construction meetings, reviewing plans, applying for permits, scheduling jobs and material and equipment deliveries, ensuring all work was in compliance with D.O.T and ensuring job site safety and compliance with OSHA regulations.

J & H WATERSTOP, INC. 1/2007 - 1/2009:

Dan Pardus was Project Manager/Superintendent for J & H Waterstop, Inc. supervising lift station rehab jobs for Manatee County, Brevard County, Orange County, The City of Deltona, and the City of Winter Haven. He operated the bobcat and backhoe, supervised dewatering, installations of the piping, valves, fittings, and supervised the force main tie-ins, and supervised subs including electrical, asphalt, and concrete contractors, and supervised crane operators setting structures and performing trench box shoring, and scheduled and performed startup of pumps. His additional duties included preparation of submittals to the engineering firm, holding pre-construction meetings with City Dept. Heads, review of plans, set up by-pass system and maintenance of traffic, ordered and scheduled material and equipment, ensured compliance with &OA' regulations, and was responsible for job site safety and compliance with OSHA regulations. Dan Holds has current DOT Mot Certification and Confined Space Certifications.

DANUS UTILITIES, INC. 2009 - Present

Dan Pardus is the sole owner /operator of Danus Utilities Inc. Dan Pardus purchased the Lift Station Sanitary Sewer division of J & H Waterstop in 2009 and formed Danus Utilities Inc.. Dan holds a current Florida Underground Utility Contractor License. Other Certifications include; Confined Space, 10 hour OSHA, HDPE Butt Fusion Welding, Backflow Repair / Tester and MOT. Danus Utilities currently has 8 full time employees. 3000 sq. ft. shop is located at 3725 Delphini way Sanford Fl. Some equipment owned: 2004 Ford F-350 with utility bed with 3500 lb. Auto crane, (2) fully stocked 2015 Dodge 5500 with Auto Cranes. 2013 Caterpillar Excavator 304 with trailer, 2014 Caterpillar 259 skid steer, 8000 lb. dump trailer, Caterpillar 320 E Excavator, (2) Vermeer Vac-o-Matic 750 Vactor Trailers, HDPE fusion machine, various pipe plugs and chemical grout pump. Danus Utilities Inc. offers complete Rehab services and installation to lift stations, manholes and sanitary sewer force main /gravity sewer connections installation of fiberglass liners in wet wells and manholes. Various coatings to precast surfaces. HDPE electro/butt fusion welding. Chemical pump grouting of precast structures. Vactor services, cleaning and lining of lines Dan's success in all his past business ventures is due to the fact he is a hands on owner that works side by side with all his employees to ensure the finished product is the best it can be.

**JOEY GUFFENBURG
FOREMAN RESUME**

DANUS UTILITIES, INC. 1/2012 - Present

Started with Danus Utilities, Inc. as a foreman supervising all phases of lift station rehabilitations, manhole lining, water and waste water treatment plant repairs/ improvements, excavation of sanitary sewer/water mains. Management of crew and materials. job and consumer safety control. Joey holds current Confined Space, 10 hour OSHA, Excavation and Trench Safety Certifications and a Class A CDL License. He is a competent heavy equipment operator Backhoe/Loader and has operated heavy equipment since the age of 18. Has been a active working participant on-site at over 100 plus lift station Rehabs or new Lift station installations in the Central Florida area.

MWI WELL POINTING 2/2009 - 1/2012

Joey was hired at MWI as project foreman to handle all aspects of well point setup and installation. Managing 3 employees in the install process and to ensure well pointing was pumping to meet the layout requirements. Operating of heavy equipment required to complete the project.

J & H WATERSTOP, INC. 1/2002 - 6/2009

Joey promoted himself thru the years to Foreman with the lift station division handling the following duties. Installing new and rehab lift station pipe, valves and fittings, construction of new lift stations from the precast only stages. He operates an autocrane, bob cat and backhoe. Assisted in lift station bypassing & dewatering setups for rehabs. Installation of Force main tie-ins and all piping associated with tie-ins. Pouring concrete slabs and driveways. Removal and installation of lift station pumps & controls.

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: Brevard County
Contact Person: Don Kean
City, State: Viera, FL
Telephone Number: 321-633-2089
Email Address: Don.Kean@brevardfl.gov
Description of goods or
Services provided: Multiple Projects: Lift Station and Manhole Rehabs Including Liners and Coatings
Contract Amount: Multiple Contracts
Start/End Date of Contract: 2009 - Present
2. Company Name: City of Daytona Beach
Contact Person: Jeff Lane
City, State: Daytona Beach, FL
Telephone Number: 386-671-8513
Email Address: LaneJeff@CODB.US
Description of goods or
Services provided: Multiple Projects: Lift Station and Manhole Rehabs Including Liners and Coatings
Contract Amount: Multiple Contracts with Jeff at Daytona and Seminole County
Start/End Date of Contract: 2009 - Present
3. Company Name: City of West Melbourne (Jacobs)
Contact Person: Mike Deberry
City, State: West Melbourne, FL
Telephone Number: 321-984-0485
Email Address: Michael.Deberry@ch2m.com
Description of goods or
Services provided: Manhole Linings, Rehabilitation of Lift Stations and Manholes
Contract Amount: Multiple Contracts
Start/End Date of Contract: 2009 - Present

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

None

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: Danus Utilities, Inc.

CONTACT PERSON/TITLE: Daniel J Pardus / President

MAILING ADDRESS: 2320 Beardall Ave

CITY-STATE-ZIP: Sanford, FL 32771

Length of Time at Address Provided: 14 Months

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 386-804-0068 FAX: 407-878-1254

EMAIL: danus2@cfl.rr.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Daniel J Pardus who, after being sworn according to law, stated that he or she was authorized to represent Danus Utilities, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

[Signature]

SIGNATURE OF NOTARY PUBLIC

THIS 13 DAY OF August, 2019

My Commission Expires: October 23, 2019

[Signature]

SIGNATURE OF AFFIANT

DATE 8/13/2019

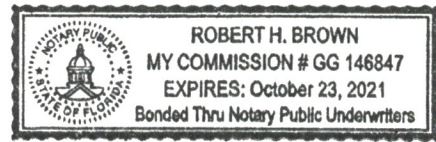
Daniel J Pardus / President

PRINTED NAME OF AFFIANT / TITLE

Danus Utilities, Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



SEMINOLE COUNTY BUSINESS TAX RECEIPT

JOEL M. GREENBERG, SEMINOLE COUNTY TAX COLLECTOR

PO BOX 630 | SANFORD, FL 32772 | 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/19

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD, FL 32771

Account #:197339

DAN J PARDUS (OFFICER)

REGULATED

License # - CUC1224744

Qualifier- PARDUS DANIEL J

**SANFORD CITY LICENSE REQUIRED **

Receipt #: 10292018082903734

Amount Paid: \$ 45.00

Date Paid: 08/29/2018

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

• **REPORT ALL CHANGES:** The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

DANUS UTILITIES INC
PO BOX 291671
PORT ORANGE, FL 32129



CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2019

LOCAL BUSINESS TAX RECEIPT
VALID THROUGH SEPTEMBER 30, 2019

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date: August 14, 2018
Business Location: 2320 BEARDALL AVE

Control Number: 0031005

Receipt Number	Classification	Receipt Amount	Penalty Amount	Total
00044925	FIREINS FIRE INSPECTIONS	50.00	.00	50.00
00044926	5030B CONTRACTOR 5-9 EMPLOYEES	150.00	.00	150.00
RESTRICTION COMMENT		UNDERGROUND UTILITY LOCATOR/CONTRACTOR SUBJECT TO MEETING P & Z CONDITIONS		

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Alice Pardus, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that Daniel J Pardus President, 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.

Alice M. Pardus

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-19

Revised 8/1/2019

REHABILITATION OF SANITARY SEWER MANHOLES

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.

Annual estimated

quantities of work are provided on Attachment 1 Schedule of Unit Pricing. The quantities provided in Attachment 1 are estimates only, the City does not guarantee the amount of work will equal the quantities in Attachment 1

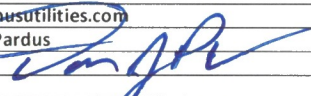
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Danus Utilities Inc

CONTACT PERSON: Dan Pardus

EMAIL ADDRESS: dan@danusutilities.com

AUTHORIZED NAME: Dan Pardus

AUTHORIZED SIGNATURE: 

PROPOSED PRICING

ITEM #	DESCRIPTION	ANNUAL ESTIMATED QUANTITIES	UNIT	UNIT PRICE	
A	GENERAL				
1	Mobilization	10	EA	\$1,000.00	
2	Maintenance of Traffic	10	EA	\$400.00	
				\$1,400.00	TOTAL GENERAL BASE BID:
B	CONSTRUCTION				
1	Lining of Manholes/Wet Wells using Urethane/Epoxy-Based Lining	2000	SF	\$22.50	
2	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	1000	SF	\$40.00	
3	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	500	SF	\$51.00	
4	Replacement of Manhole Ring and Cover in Grass	10	EA	\$1,000.00	
5	Replacement of Manhole Ring and Cover in Pavement	10	EA	\$1,500.00	
6	Salvaging Manhole Ring and Cover	10	EA	\$1.00	
7	Raising of Existing Manhole Ring and Cover	20	EA	\$300.00	
8	Inflow Dish HDPE	10	EA	\$100.00	
9	Inflow Dish Stainless Steel	10	EA	\$300.00	
10	Chimney Seal	20	EA	\$300.00	
11	Manholes Lacking Benches and Inverts	20	EA	\$500.00	
12	Lining of Manholes/Wet Wells using Fiberglass Manhole Liners				
a	FRP Liner 42-in Diameter	200	VF	\$850.00	
b	FRP Liner 48-in Diameter	200	VF	\$650.00	
c	FRP Liner 54-in Diameter	100	VF	\$750.00	
d	FRP Liner 60-in Diameter	50	VF	\$750.00	
e	FRP Liner 72-in Diameter	20	VF	\$850.00	
f	FRP Liner 96-in Diameter	20	VF	\$1,000.00	
				\$8,764.50	TOTAL CONSTRUCTION BASE BID:
				\$1,400.00	Subtotal - GENERAL BASE BID
				\$8,764.50	Subtotal - CONSTRUCTION BASE BID
				\$10,164.50	Total - GENERAL & CONSTRUCTION BASE BIDS
				\$1,016.45	CONTINGENCY (10%) GENERAL and CONSTRUCTION Base Bids

AWARD: THIS BID WILL BE AWARDED TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PARDUS, DANIEL J

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD FL 32771

LICENSE NUMBER: CUC1224744

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BID BOND

Executed in 3 Counterparts

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Danus Utilities, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2320 Beardall Avenue, Sanford, FL 32771, Tel.: (386) 233-5588 (hereinafter called "PRINCIPAL"), and North American Specialty Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1200 Main Street, Suite 800, Kansas City, MO 64105, Tel.: (913) 676-5200 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Two Hundred Thousand & 00/100 dollars and ()/100 (\$ 200,000.00), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 13th, 2019, for:

Project Name / Bid No.:

ITB 19-19, Rehabilitation of Sanitary Sewer Manholes

Project Address:

Various locations throughout the City of Port Orange

Legal Description: See Attached

Description of Work:

Rehabilitation of manholes and wet wells including types of repair, methods of repair, materials and equipment.

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 13th day of August, A.D. 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company)

PRINCIPAL: Dardus Utilities, Inc.

Signature

Daniel J. Dardus - President
Corporate Officer & Title

ATTEST:

Signature

Alice M. Dardus
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

Signature

Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

North American Specialty Insurance Company

SURETY:

Attorney-in-Fact (signature)

Gloria A. Richards, Attorney-In-Fact

Name & Title

Gloria A. Richards, FL Licensed Resident Agent

Name of Local Resident Agent

Kansas City, MO 64105

City, State, Zip

(913) 676-5200

Telephone:

A.M. Best No.: A+, XV NAIC No.: 29874

STATE OF FLORIDA

COUNTY OF ORANGE

Before me this day personally appeared Gloria A. Richards (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the North American Specialty * (corporate surety) and that this person has been authorized by North American Specialty * (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant Gloria A. Richards

Sworn to / Affirmed and subscribed before me this 13th day of August, 2019, by Gloria A. Richards who is personally known to me or who produced N/A as identification.

* Insurance Company

NOTARY PUBLIC - STATE OF

Type or print name: Sarah M. Drinnan

Commission No.: FF 914823

Commission Expires: 09/01/2019

(Seal)



END OF BID BOND

This document must be completed and returned with your Submittal

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL FOLEY,
LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN and SARAH K. O'LINN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of February, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 22nd day of February, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of August, 20 19.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



**FLORIDA
SURETY
BONDS, INC.**

Phone 407-786-7770

Maitland, FL

DOCUMENT# P09000053628

Current Principal Place of Business:

FILED
Mar 15, 2018
Secretary of State
CC8307565770

P.O. BOX 291671
PORT ORANGE, FL 32129 US

Certificate of Status Desired: No

PARTUS DANY
433 SADDLE CLUB DR
NEA SMYRNA BEACH FL 32198 US

SIGNATURE: _____ DATE: _____

Title PRES
 Name PARDUS DANILO
 Address 4133 SADDLE CREEK DR
 City, State, Zip NEW SMYRNA BEACH FL 33566

PRESIDENT

03/15/2018

Electronic Signature of Signing Officer/Director/Deputy _____ Date _____



DIVISION of
CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation

DANUS UTILITIES INC

Filing Information

Document Number R090001066623

FEI/EIN Number 27-0464772

Date Filed 06-22-2009

Effective Date 06-22-2009

State FL

Status ACTIVE

Principal Address

3320 BEARDALL AVE

SANFORD FL 32777

Changed: 03-15-2016

Mailing Address

P.O. BOX 291677

PORT ORANGE FL 32129

Changed: 03-15-2016

Registered Agent Name & Address

PARDUS DAN J

4133 Saddle Club Dr

New Smyrna Beach FL 32168

Address Changed: 07-21-2016

Officer/Director Detail

Name & Address

Title PRES

PARDUS DAN J

4133 Saddle Club Dr

New Smyrna Beach FL 32168

Total Officers:

Title Secretary

Pardus, Alice M
4133 Saddle Club Dr
New Smyrna Beach, FL 32168

Annual Reports

Report Year	Filed Date
2016	03/08/2016
2017	03/27/2017
2018	03/15/2018

Document Images

 2016-2017 FID-01	View image in PDF format
 2016-2017 FID-02	View image in PDF format
 2016-2017 FID-03	View image in PDF format
 2016-2017 FID-04	View image in PDF format
 2016-2017 FID-05	View image in PDF format
 2016-2017 FID-06	View image in PDF format
 2016-2017 FID-07	View image in PDF format
 2016-2017 FID-08	View image in PDF format
 2016-2017 FID-09	View image in PDF format
 2016-2017 FID-10	View image in PDF format

OPENING DATE/TIME: 8/13/2019 2:30 P.M. BID Tabulation FORM ITB # 19-19 REHABILITATION OF SANITARY SEWER MANHOLES							
				Roland Inc		Danus Utilities	
				Pinellas Park, FL		Sanford, FL	
ITEM #	DESCRIPTION	Annual Est Qty	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
A	GENERAL BASE BID						
1	Mobilization	10	EA	\$100.00	\$1,000.00	\$1,000.00	\$10,000.00
2	Maintenance of Traffic	10	EA	\$100.00	\$1,000.00	\$400.00	\$4,000.00
	Subtotal - GENERAL BASE BID:			\$200.00	\$2,000.00	\$1,400.00	\$14,000.00
B	CONSTRUCTION BASE BID						
1	Lining of Manholes/Wet Wells using Urethane/Epoxy-Based Lining	2000	SF	\$31.00	\$62,000.00	\$22.50	\$45,000.00
2	Lining of Manholes/Wet Wells using Cured in Place Lining System - Single Layer	1000	SF	\$34.00	\$34,000.00	\$40.00	\$40,000.00
3	Lining of Manholes/Wet Wells using Cured in Place Lining System - Multiple Layers	500	SF	\$38.00	\$19,000.00	\$51.00	\$25,500.00
4	Replacement of Manhole Ring and Cover in Grass	10	EA	\$650.00	\$6,500.00	\$1,000.00	\$10,000.00
5	Replacement of Manhole Ring and Cover in Pavement	10	EA	\$1,050.00	\$10,500.00	\$1,500.00	\$15,000.00
6	Salvaging Manhole Ring and Cover	10	EA	\$50.00	\$500.00	\$1.00	\$10.00
7	Raising of Existing Manhole Ring and Cover	20	EA	\$250.00	\$5,000.00	\$300.00	\$6,000.00
8	Inflow Dish HDPE	10	EA	\$100.00	\$1,000.00	\$100.00	\$1,000.00
9	Inflow Dish Stainless Steel	10	EA	\$220.00	\$2,200.00	\$300.00	\$3,000.00
10	Chimney Seal	20	EA	\$1,200.00	\$24,000.00	\$300.00	\$6,000.00
11	Manholes Lacking Benches and Inverts	20	EA	\$350.00	\$7,000.00	\$500.00	\$10,000.00
12	Lining of Manholes/Wet Wells using Fiberglass Manhole Liners						
a	FRP Liner 42-in Diameter	200	VF	\$600.00	\$120,000.00	\$650.00	\$130,000.00
b	FRP Liner 48-in Diameter	200	VF	\$650.00	\$130,000.00	\$650.00	\$130,000.00
c	FRP Liner 54-in Diameter	100	VF	\$725.00	\$72,500.00	\$750.00	\$75,000.00
d	FRP Liner 60-in Diameter	50	VF	\$800.00	\$40,000.00	\$750.00	\$37,500.00
e	FRP Liner 72-in Diameter	20	VF	\$1,280.00	\$25,600.00	\$850.00	\$17,000.00
f	FRP Liner 96-in Diameter	20	VF	\$1,450.00	\$29,000.00	\$1,000.00	\$20,000.00
	Subtotal - CONSTRUCTION BASE BID:				\$588,800.00		\$571,010.00
	Subtotal - GENERAL BASE BID				\$2,000.00		\$14,000.00
	Subtotal - CONSTRUCTION BASE BID				\$588,800.00		\$571,010.00
	Total - GENERAL & CONSTRUCTION BASE BIDS				\$590,800.00		\$585,010.00
	CONTINGENCY (10%)				\$59,080.00		\$58,501.00
	Required Forms Submitted:			Yes		Yes	
	Bid Bond Submitted:			Yes		Yes	
	Responsive & Responsible Bidder:			Yes		Yes	
DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS							



City of Port Orange Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Budget Analyst

FROM: Junos Reed, Public Works & Utilities Engineering & Construction Manager

DATE: August 29, 2019

SUBJECT: Danus Utilities – Intent to Award Rehabilitation of Sanitary Manholes ITB-19-19 Award of Contract

REQUEST:

The Public Works & Utilities Department requests Council to award bid #ITB19-Rehabilitation of Sanitary Manholes to Danus Utilities for an amount not to exceed budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

PURPOSE:

The purpose of this request is to maintain the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

Inflow and infiltration (I&I) are terms used to describe ways that groundwater and stormwater enter a sanitary sewer system. Inflow occurs when stormwater enters through a direct connection with the sanitary sewer system. Infiltration occurs when groundwater seeps into the city sewer system through cracks in the pipes and manholes. As infrastructure ages and the ground shifts (due to rain, vibrations, construction activities, etc), the underground pipes move. This movement can cause cracks or separation of joints in sewer piping and cracks in the manholes. These cracks allow groundwater into the sewer systems. There are approximately 6,680 sanitary manholes located in the Port Orange sewer collection system.

This extra water due to I&I leads to higher operating costs at the wastewater treatment plant. During periods of heavy rain, the wastewater plant flows can increase over 3 million gallons per day due to I&I. I&I increases lift station energy costs and an increased potential of a sanitary sewer overflows due to the increased volume of water in the system. In 2015, an I&I study was conducted by Wade Trim to identify major I&I areas in

the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system. Repairs include either complete manhole replacement, spot repairs, or “lining” the existing manhole with either a brushed-on epoxy-based liner, a fiber reinforced plastic liner or a special “cured in place” lining. Once the liner system is cured, it becomes part of the manhole structure. Advantages to the rehabilitation process is that no costly excavation or disturbance to the customers occur.

On August 13, 2019 the City received 2 sealed bids for Rehabilitation of Sanitary Manholes ITB #19-19. The lowest responsive and responsible bidder was Danus Utilities. The bid included per square foot pricing of various activities to complete the rehabilitation of an estimated 10 manholes per year.

The Public Works & Utilities Department is requesting the contract term to be for one (1) year from date of Notice to Proceed. Contract will be renewable for up to two (2) one (1) year renewal periods upon mutual agreement of both parties. Renewal will be approved by the City Manager and the authorized spending authority is limited to the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

FUNDING:

Sewer System Rehab Fund:

Project URH001

401-0400-535-63-97

FY19 Budget: \$1,568,243.00

Expenses & Encumbrance: \$558,639.00

Actual Balance: \$1,009,605.00

FY20 Budget Request: \$750,000

RECOMMENDATION:

The Public Works & Utilities Department recommends Council to award bid #ITB19-Rehabilitation of Sanitary Manholes to Danus Utilities for an amount not to exceed the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

ANTICIPATED SCHEDULE:

a.) Set for Council Approval – October 1, 2019

b.) Fully executed Contract and bond – 11/15/19

c.) Executed Purchase Order – 11/15/19

ATTACHMENTS:

1. ITB19-25 Bid Tabulation Sheet
2. Bid Submittals
3. Original Bid documents and all addendums
4. Intent to Award Letter

1.	ITB 19 12 South Commonwealth Water Main Imp Bid Pkg	ITB 19 12 South Commonwealth Water Main Imp Bid Pkg.pdf
2.	ITB 19 12 S Commonwealth Water Main ADDENDUM 1 OF 2	ITB 19 12 S Commonwealth Water Main ADDENDUM 1 OF 2.pdf
3.	ITB 19 12 S Commonwealth Water Main ADDENDUM 2 OF 3	ITB 19 12 S Commonwealth Water Main ADDENDUM 2 OF 3.pdf
4.	ITB 19 12 S Commonwealth Water Main ADDENDUM 3 OF 3	ITB 19 12 S Commonwealth Water Main ADDENDUM 3 OF 3.pdf
5.	ITB 19 12 Notice of Intent to Award S Commonwealth Water Main	ITB 19 12 Notice of Intent to Award S Commonwealth Water Main.pdf
6.	Mead Hunt Recommendation of Award ITB 19 12 S Commonwealth Water	Mead Hunt Recommendation of Award ITB 19 12 S Commonwealth Water Main

	Main to vendor General Underground	to vendor General Underground.pdf
7.	ITB 19 12 S Commonwealth Water Main Justification Memo	ITB 19 12 S Commonwealth Water Main Justification Memo.docx
8.	ITB 19-12 SOUTH COMMONWEALTH WATER MAIN PRICING Bid Tabulation Side by Side 08.26.2019 Bids 1-6	ITB 19-12 SOUTH COMMONWEALTH WATER MAIN PRICING Bid Tabulation Side by Side 08.26.2019 Bids 1-6 .pdf

Kynah Cockcroft	Created/Initiated - 8/30/2019
Julia Wiggins	Approved - 8/30/2019
Kynah Cockcroft	Approved - 9/6/2019
Richard Colby	Approved - 9/6/2019
Junos Reed	Approved - 9/6/2019
Steve Parnell	Approved - 9/9/2019
Lynn Stevens	Approved - 9/9/2019
Scott Neils	Approved - 9/11/2019
Margaret Roberts	Approved - 9/26/2019
Jake Johansson	Approved - 9/26/2019
Robin Fenwick	Final Approval - 9/26/2019

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS

ITB #19-12



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh Purchasing Agent

Release Date: July 15, 2019

Bid Due Date and Time: August 26, 2019 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704

purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-12

SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 26, 2019** 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 and Site Visit Conference for the project at **10:00 A.M.** (local time) on **July 29, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. **Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.**

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

DESCRIPTION: *The City of Port Orange is soliciting sealed Bids for the purpose of **replacement of approximately 16,000 LF of undersized or aging watermain with PVC watermain in the South Commonwealth Area.** Bidders must be a commercial general contractor.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19- 12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS"** in the subject line. Last day for questions will be **August 12, 2019 at 5:00 P.M.**

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.

ITB 19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS

All questions shall be directed **in writing** to the Purchasing Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **“Questions on ITB# 19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS” in the subject line. Last day for questions will be August 12, 2019 at 5:00 P.M.**

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

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

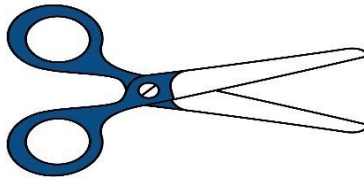
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk’s office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Van Valkenburgh, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **“ITB #19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS.”**

David Van Valkenburgh – Purchasing Agent
Special Legal Ad - One Time – **July 15, 2019**

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



SEALED BID • DO NOT OPEN

SEALED BID NO.	<u>ITB #19-12</u>
BID TITLE:	<u>SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS</u>
DUE DATE/TIME:	<u>August 26, 2019 at 2:30 P.M.</u>
SUBMITTED BY:	<u>(Name of Company)</u>
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent City Clerk Office-Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	<u>(To be stamped by Clerk's Office)</u>

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of ***replacement of approximately 16,000 LF of undersized or aging watermain with PVC watermain in the South Commonwealth Area***. Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution..... July 15, 2019
Non-Mandatory Pre-Bid Conference July 29, 2019 at 10:00 A.M.
Deadline for Questions: August 12, 2019 by 5:00 P.M.
Final Addendum Posting: August 19, 2019 by 5:00 P.M.
Bids Due: August 26, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award To Be Determined

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

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

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

Bids shall be sealed, and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

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

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

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

PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conferences, Optional Pre-Bid Conferences and Site Visits for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors must attend either meeting. All attendees to the Mandatory Pre-Bid Conferences must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend either of the Mandatory Pre-Bid and Site Visit Conference shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Bid Conferences will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

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

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

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

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

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

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

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

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

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SECTION 3 – SCOPE OF WORK and SPECIFICATIONS

1) PROJECT DESCRIPTION

- A. Replacement of approximately 16,000 LF of undersized or aging water main with PVC water main in the South Commonwealth Area
- B. The Contractor shall include the cost(s) for permits and fees in his proposal.
- C. The Contractor shall include the cost(s) for a 100% performance and payment bond.
- D. Additional technical specifications, plans and drawings are also attached as separate documents. See link:

Specifications and Plan Link

https://portorange.sharepoint.com/:f:/g/pch/EsNVpJ_i3yFGtkHXFPfWzC0BqbfeggzICYnR5VXIBXYk-w?e=DvfQuj

2) PROJECT TIMELINE

See Section 6

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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 **SOUTH COMMONWEALTH WATERMAIN 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:

Replacement of approximately 16,100 LF of undersized or aging watermain with new PVC watermain, furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct the piping, new valves and restoration for a complete system.

- B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

- A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.
- B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.
- C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.
 - 1. Excavation, including necessary pavement base removal.
 - 2. Shoring and sheeting.
 - 3. Dewatering and disposal of surplus water.
 - 4. Structural Fill.
 - 5. Backfill.
 - 6. Grading.
 - 7. Replacement of unpaved driveways, grass and shrubbery plots.
 - 8. Cleanup.
 - 9. Testing and placing system in operation.
 - 10. Any material and equipment required to be installed and utilized for testing.
 - 11. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
 - 12. Maintaining the existing quality of service during construction.
 - 13. Appurtenant work as required for a complete and operable system.
- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT **All Quantities are Estimates Only**

2.01 Mobilization

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 shall be included in this item, excluding the cost of construction materials.

2.02 Pre-Construction Video

Bid ItemA2

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 videotaping in accordance with the project specifications. Construction work shall not start until two video tapes and written logs are delivered and approved by the project representative.

2.03 Locate & Expose Existing Utilities incl. Sketch of Conflicts

Bid ItemA3

Payment at the applicable lump sum price will be made based on completion of exposing, as specified in Section 01300, existing City utilities and all other utilities within the contract work limits. The contract lump sum price will be full compensation for all materials and work necessary to complete the item within the right-of-ways or easements shown on the contract plans, and provide a sketch of each major intersection or congested area with the Contractor's proposed solution to conflicts found prior to construction.

2.04 Erosion/Turbidity Control/NPDES Permit Requirements

Bid ItemA4

Payment at the applicable lump sum price will be made based on completion of erosion/turbidity control, silt fencing, floating turbidity barriers, and other 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. This item includes the cost to obtain NPDES NOI and NOT permit and the cost to prepare a Stormwater Pollution Prevention Plan if disturbance is greater than 1 acre. Tree Protection barricade cost is also included in this item.

2.05 PVC Water Main with all joints restrained

Bid Item B1

Payment shall be made at the contract unit price per lineal foot as measured along the centerline of pipe from its origination point to the end of the pipe. The unit price shall be full compensation for all dewatering, excavation, backfill, compaction, and testing, materials, fittings, restrained joints, equipment, labor, marker tape, tracer wire, successful hydrostatic testing, and satisfactory bacteriological testing (water lines only), right-of-way restoration where separate items (driveways, sodding, etc.) are not paid for separately and all items necessary to complete installation of the restrained joint pipe, fittings, valves, etc. Linear foot unit prices for water lines shall also include the cost of restraining all joints.

2.06 Water Main by Horizontal Directional Drill

Bid Item B2

Payment shall be made at the contract unit price per linear foot as measured along the centerline of pipe from its origination point to the end of the pipe. The unit price shall be full compensation for all directional drilling and testing, materials, restrained joints, equipment, labor, locator wire,

location wire “continuity testing”, successful hydrostatic testing, right-of-way restoration including sodding of all construction related disturbed areas where separate items (driveways, etc) are not paid for separately and all items necessary to complete installation of the pipe. SDR11 HDPE pipe shall be DIP dimensioned outside diameter with blue stripe. Fusible PVC shall be C900.

2.07 R.S. Gate Valve and Box (with concrete collars)

Bid Item B3

Payment will be made on each installation at the applicable unit price for the installation of each resilient seat gate valve and valve box with collar as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of valve box to final grade and shall include restrained joint attachment of valve to adjacent fittings as part of this unit price.

2.08 Tapping Sleeve

Bid Item B4

Payment shall be made at the contract price for each tapping sleeve installed per manufacturer recommendations and City standards. The contract price shall be full compensation for all materials, equipment and labor required to complete the installation in accordance with the drawings and specifications. The contractor shall hand locate and measure all existing mains to be receiving tapping sleeves prior to ordering.

2.09 Insertion Valve/Line Stop

Bid Item B5

Payment shall be made at the applicable Unit Price for furnishing all plant, labor and material including excavation, and valve box for complete installation of each insertion valve or line stop installed as shown on the plans or directed by the Owner’s representative. Payment shall be full compensation for all material, labor, and equipment to provide a complete working valve. The valve shall be manufactured by Team Industries, Alvin Texas or approved equal. Line stops shall be temporarily installed as needed for water tie-ins and stoppage of flow. All fasteners shall be 315 stainless steel.

2.10 Tie-Ins

Bid Item B6

Payment will be made at the applicable contract price for the cost of each “tie-in” performed. The unit price will be full compensation for all materials and labor required to satisfactorily accomplish this item as detailed in the plans and specifications. Valves for tie-ins are paid by separate pay item. Connections utilizing tapping sleeves are not considered a tie-in, and area paid under a separate item.

2.11 Ductile Iron Fittings (water main) Add or Delete

Bid Item B7

Payment shall be made at the contract unit price per pound for all ductile iron/cast iron fittings installed by the Contractors as directed by the Owner’s Representative. This item is included in the contract to cover the cost of additional fittings that are not shown on the project plans or contained in the specifications which are required to meet modified routing due to field conditions. This item

includes the cost of providing and installing “restrained joints” at both ends of each additional fitting installed.

This contract unit price will apply as a credit to the City for all fittings that are deleted from the contract. The credit will apply to fittings shown on the project plans that are not installed in the field.

2.12 Water Services

Bid Item B8

Payment will be made at the contract unit price for all materials, equipment and labor required to provide and install the service connections per City detail. The connections shall be installed at the sizes and locations directed in the field. The Contractor shall provide and install ductile iron fittings or double strap service saddle, tap, corp. stop, blue polyethylene tubing, and of meter boxes are unusable, lockable curb stop in accordance with City subdivision standard details and as shown on the plans, meter boxes shall be supplied by City (for contractor installation) in new areas at no cost to contractors. The unit prices for services shall remain the same regardless of the right-of-way width the service is installed in or the length of the service. Cut over of new services to existing meters shall be paid under a separate pay item. Two inch water services do not include use of a 2” AWWA gate valve at the tap as it is paid for as a separate pay item. Water service assemblies include all installation and restoration items including but not limited to poly tubing, brass goods, and directional drilling if used. Cut-overs, Blow-offs and valves are paid as separate items. Replacement of services with new poly tubing shall reuse existing brass goods and include cut-over to existing meters.

2.13 Blow Off Assembly

Bid Item B9

Payment will be made on each installation at the applicable unit price for the installation of each blow off assembly as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of box to final grade.

2.14 Water Meter “Cut-Overs”

Bid Item B10

Payment will be made on each new installation at the applicable unit price for the “cut over” of each water meter as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of the existing meter box to final grade. Meters on lines greater than 2” shall be paid under “tie-ins”. This item shall not be paid for poly replacement services.

2.15 Remove Existing Fire Hydrant**Bid Item B11**

Payment will be made at the applicable unit price for all materials, labor and equipment required to remove existing fire hydrants and cap or plug the existing pipe for proper abandonment as indicated on the plans. Removed fire hydrants and I.D. tags shall be turned over to City forces.

2.16 Furnish and Install Fire Hydrant Assembly**Bid Item B12**

Payment of the applicable unit price shall be full compensation for furnishing all plant, labor and material, including tee, valve box and valve, for installation of complete City standard fire hydrant assemblies tested and in operation as shown on the contract standard details sheet. This item includes the use of hydrant extensions to bring the hydrant to the proper elevation with respect to the final field grade at the hydrant location, and painting of hydrant to City standard color.

2.17 2" Temporary Jumper (w/ 1" service) per each parcel**Bid Item B13**

Payment will be made at the applicable unit price per lot for all materials, labor and equipment required for the satisfactory completion of a segment across each property parcel of 6"-8" earthen covered 2" PVC or HDPE temporary water jumper with a temporary 1 inch HDPE service as directed by the Engineer, where field conditions require its use to construct new water lines or sewers. Cost includes a thorough flushing of jumper and services prior to "cut-over" to jumper of individual services and verification of a positive chlorine residual prior to "cut-over". The cost for this "cut-over" shall be contained in this item cost. Also contained in this pay item is the cost to tie the jumper into the existing system and disconnect the existing system (cap or plug) for removal.

2.18 Cap or Plug, Grout Filling and Abandon Existing Water Main**Bid Item B14**

Lump sum payment shall be made for satisfactory plugging or capping, grout filling as shown on the plans of all water mains abandoned or shown to be capped or plugged. All existing mains 2" or less shall be capped and abandoned in place. Mains larger than 2" shall be capped, pressure grouted and abandoned water main. This item includes lean grout, temporary blocking and capping of lines, segmentation into work segments for grouting, grouting in the presence of construction representative and filling with at least 90% by volume of the calculated interior volume of the pipe to be grouted. No payment shall be made for this item if not witnessed by the construction representative or if the grouted pipe is not 90% filled by volume

2.19 Removal of Transite Pipe**Bid Item B15**

Lump sum payment will be made for transite pipe removed and disposed of in accordance with existing OSHA Federal and State requirements. This item is included for the areas where the asbestos concrete pipe must be removed for installation of the new mains. Payments shall be full compensation for the proper removal, disposal, compaction of trench line to 95% of modified proctor, all in accordance with contract plans and specifications.

2.20 Swab by “Pigging” 6” and Larger Water Main**Bid Item B16**

Payment will be made at the applicable lump sum price for the cost of “pigging” new 6” and larger pipe as part of this project. The contract price shall be full compensation for all materials and labor required to satisfactorily accomplish this item as detailed in the plans and specifications. This item includes the cost for “launching and retrieving” including piping materials. Inspector must be present to witness launch and retrieval to be paid for this item. “Pigs” shall be labeled with a number and project name prior to launching. Service and fire hydrant branches shall not be pigged.

2.21 Unsuitable Material Excavation**Bid Item B17**

Where field conditions indicate the necessity for removing unsuitable material or muck from trench or roadway area 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 in situ for such muck or other unsuitable material removed and replaced with clean fill upon the basis of in place measurement of the material removed.

2.22 Bulk Concrete**Bid Item B18**

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, including HRS, FDEP (water or sewer), and DOT (storm sewers) requirements.

2.23 Crushed Rock or Shell Trench Subgrade Material**Bid Item B19**

Where field conditions necessitate the provision of select subgrade material, payment will be made at the contract unit price per cubic yard for approved crushed rock or shell material placed in trench or structure excavations if so directed by the Engineer. Payment will be made only when placement of material is directed by the Engineer.

2.24 Rock Excavation**Bid Item B20**

Payment shall be made at the applicable unit price when, in the Engineers opinion, field conditions indicate the necessity for removing rock from trench excavations; and where such excavations require the removal of rock as determined by the Engineer, and replacement with suitable material, payment shall be made at the applicable unit price per cubic yard for such rock removed and replaced with clean fill upon the basis of in place measurement of the cemented “rock” material removed. Payment shall not be made for trench widths wider than six (6) feet, or in areas where the material removed can be “co-mingled” with other backfill above the pipe envelope with the backfilling operation.

2.25 East Ocean Ave and US Hwy 1 Water Main Adjustments**Bid Item B21**

Lump sum payment will be made upon successful completion of the work as shown on Sheet C-435. The work includes setting up an M.O.T. plan in FDOT right-of-way, removing sidewalk and pavement, removing water main and fittings, installing new pipe and fittings, capping and grouting main to be abandoned, and restoration. This work shall be paid based on satisfactory completion and shall include all material, labor and equipment necessary to complete. All work shown on Sheet C-435 is dedicated to this line item. Additional payment will not be made through other pay items in this contract.

2.26 Open Cut and Repair Asphalt**Bid Item C1**

Payment will be made at the contract unit cost per square yard for open cut and repairing asphalt roads. All road and road base repairs shall be as specified per City standards. This item includes saw cutting of edges of existing material, removal and disposal of the areas to be restored and. The contract unit price shall be full compensation for all material and work necessary to complete the repair, including temporary and permanent thermoplastic striping. Repair shall be as specified compaction and asphalt wearing surface. This work also includes repairs to roadway in areas where water service replacements are made. Insufficiently compacted base shall be removed and reinstalled at no cost to the Owner.

2.27 Concrete Pavement/Sidewalk**Bid Item C2**

All driveways including sidewalk areas in driveways shall be 6 inches thick and shall be constructed to City standards. Driveways reconstructed shall be as directed in the field by the owner's project representative. No separate payment will be made for dirt or shell driveways as restoration cost for those driveways shall be contained in the pipe unit price. Payment shall be made per square yard satisfactorily installed. This item includes saw cutting of existing driveways, and demolition and removal of existing drives. Sidewalks shall be constructed per City of Port Orange Standards. All sidewalks shall be 4 inches thick, 2,500 psi concrete with fiberglass rebar. Payment includes demolition and removal of existing sidewalk and sawcut of edges of existing material as well as construction of expansion/contraction joints.

2.28 Concrete Curb (3,000 psi)**Bid Item C3**

Payment will be made at the applicable unit price for each lineal foot of concrete curb directed in the field to be removed and replaced. Payment includes demolition and removal of existing curb and sawcut of edges of existing curb.

2.29 Furnish and Install Sod**Bid Item C4**

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 Volusia County approved 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.

2.30 Traffic Control

Bid Item C5

Payment for traffic control will be made at the contract lump sum price which price and payment shall be full compensation for the material, labor, equipment and all other related work necessary to complete required traffic control during the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under City, County or State control, traffic control shall be provided in accordance with each entities requirements. Payment shall be made as a percentage of this item based on the percent of each pump stations area completed of the pump station area total construction cost.

2.31 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. Payment shall be made as a percentage of this item based on the percent of overage utility installation work completed.

2.32 Layout, As-built and Record Drawing Preparation

Bid Item C7

Lump sum payment will be made based on delivery to the Engineer of a suitable (as determined by the Engineer) Contractor prepared "red lined" "record" drawing. The "red lined" record drawing shall show the top elevations and horizontal locations of the water lines with respect to the right-of-way lines or other "known features" for the project length. "Known features" are power poles, property corners, or other features which are not easily lost or susceptible to damage, removal or relocation. All water valves and services as well as fire hydrants shall be located horizontally to "known features" using three way horizontal dimensional "ties" to allow easy recovery of the service locations at a later date. Monthly "red lined" "record drawings" 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 partial "red lined" "record drawings" to document work constructed that pay period shall be a basis for rejection of the pay request until such time as the "red lined" "record drawings" of work completed immediately prior to the current progress pay period are submitted with the pay requests. "Red lined" "record drawings" shall be neat and clearly readable. Utility "record drawings" shall be on a clean and legible set of plan sheets and shall be signed and dated by a principal of the Contractor's firm attesting to the accuracy of the "red lined" "record drawings".

END OF SECTION

SECTION 01027

APPLICATION FOR PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Application for payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included on Section 00844 as the official pay request form.
- B. Related Requirements Described Elsewhere:
 - 1. Agreement: Section 00500.
 - 2. Construction Progress Schedules: Section 01310.
 - 3. Schedule of Values: Section 01370.
 - 4. Construction Photographs: Section 01380.
 - 5. Project Record Documents: Section 01720.

1.02 FORMAT REQUIRED

- A. Submit applications typed on the form provided in Division 0, Section 00844: Application and Certificate for Payment Form, with itemized data typed on eight and one-half inch by 11 inch (8-1/2" x 11") or white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar values to agree with respective ratio.
3. Execute certification with signature of a responsible officer of Contractor.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.
4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:

- 5. Item number and identification as shown on application.
- 6. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.
- D. Each monthly application for payment shall incorporate the corresponding “monthly progress status report” and updated construction schedule, prepared in accordance with the requirements of Section 01310: Construction Progress Schedules.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.
- F. Provide construction photographs in accordance with Section 01380: Construction Photographs.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01700: Contract Closeout.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.
- C. Provide Contractor’s Final Release of Lien (Section 00849) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

- A. Submit Application for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflict or discrepancies.
- B. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor’s needs.
- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 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 [2001 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 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. Excavation, including necessary pavement base removal.
 - 2. Shoring and sheeting.
 - 3. Dewatering and disposal of surplus water.
 - 4. Structural Fill.
 - 5. Backfill.
 - 6. Grading.
 - 7. Replacement of unpaved driveways, grass and shrubbery plots.
 - 8. Cleanup.
 - 9. Testing and placing system in operation.
 - 10. Any material and equipment required to be installed and utilized for testing.
 - 11. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
 - 12. Maintaining the existing quality of service during construction.
 - 13. Appurtenant work as required for a complete and operable system.
- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Mobilization

Bid Item 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 shall be included in this item, excluding the cost of construction materials.

2.02 Pre-Construction Video

Bid ItemA2

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 videotaping in accordance with the project specifications. Construction work shall not start until two video tapes and written logs are delivered and approved by the project representative.

2.03 Locate & Expose Existing Utilities incl. Sketch of Conflicts

Bid ItemA3

Payment at the applicable lump sum price will be made based on completion of exposing, as specified in Section 01300, existing City utilities and all other utilities within the contract work limits. The contract lump sum price will be full compensation for all materials and work necessary to complete the item within the right-of-ways or easements shown on the contract plans, and provide a sketch of each major intersection or congested area with the Contractor's proposed solution to conflicts found prior to construction.

2.04 Erosion/Turbidity Control/NPDES Permit Requirements

Bid ItemA4

Payment at the applicable lump sum price will be made based on completion of erosion/turbidity control, silt fencing, floating turbidity barriers, and other 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. This item includes the cost to obtain NPDES NOI and NOT permit and the cost to prepare a Stormwater Pollution Prevention Plan if disturbance is greater than 1 acre. Tree Protection barricade cost is also included in this item.

2.05 PVC Water Main with all joints restrained

Bid Item B1

Payment shall be made at the contract unit price per lineal foot as measured along the centerline of pipe from its origination point to the end of the pipe. The unit price shall be full compensation for all dewatering, excavation, backfill, compaction, and testing, materials, fittings, restrained joints, equipment, labor, marker tape, tracer wire, successful hydrostatic testing, and satisfactory bacteriological testing (water lines only), right-of-way restoration where separate items (driveways, sodding, etc.) are not paid for separately and all items necessary to complete installation of the restrained joint pipe, fittings, valves, etc. Linear foot unit prices for water lines shall also include the cost of restraining all joints.

2.06 Water Main by Horizontal Directional Drill

Bid Item B2

Payment shall be made at the contract unit price per linear foot as measured along the centerline of pipe from its origination point to the end of the pipe. The unit price shall be full compensation for all directional drilling and testing, materials, restrained joints, equipment, labor, locator wire,

location wire “continuity testing”, successful hydrostatic testing, right-of-way restoration including sodding of all construction related disturbed areas where separate items (driveways, etc) are not paid for separately and all items necessary to complete installation of the pipe. SDR11 HDPE pipe shall be DIP dimensioned outside diameter with blue stripe. Fusible PVC shall be C900.

2.07 R.S. Gate Valve and Box (with concrete collars)

Bid Item B3

Payment will be made on each installation at the applicable unit price for the installation of each resilient seat gate valve and valve box with collar as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of valve box to final grade and shall include restrained joint attachment of valve to adjacent fittings as part of this unit price.

2.08 Tapping Sleeve

Bid Item B4

Payment shall be made at the contract price for each tapping sleeve installed per manufacturer recommendations and City standards. The contract price shall be full compensation for all materials, equipment and labor required to complete the installation in accordance with the drawings and specifications. The contractor shall hand locate and measure all existing mains to be receiving tapping sleeves prior to ordering.

2.09 Insertion Valve/Line Stop

Bid Item B5

Payment shall be made at the applicable Unit Price for furnishing all plant, labor and material including excavation, and valve box for complete installation of each insertion valve or line stop installed as shown on the plans or directed by the Owner’s representative. Payment shall be full compensation for all material, labor, and equipment to provide a complete working valve. The valve shall be manufactured by Team Industries, Alvin Texas or approved equal. Line stops shall be temporarily installed as needed for water tie-ins and stoppage of flow. All fasteners shall be 315 stainless steel.

2.10 Tie-Ins

Bid Item B6

Payment will be made at the applicable contract price for the cost of each “tie-in” performed. The unit price will be full compensation for all materials and labor required to satisfactorily accomplish this item as detailed in the plans and specifications. Valves for tie-ins are paid by separate pay item. Connections utilizing tapping sleeves are not considered a tie-in, and area paid under a separate item.

2.11 Ductile Iron Fittings (water main) Add or Delete

Bid Item B7

Payment shall be made at the contract unit price per pound for all ductile iron/cast iron fittings installed by the Contractors as directed by the Owner’s Representative. This item is included in the contract to cover the cost of additional fittings that are not shown on the project plans or contained in the specifications which are required to meet modified routing due to field conditions. This item

includes the cost of providing and installing “restrained joints” at both ends of each additional fitting installed.

This contract unit price will apply as a credit to the City for all fittings that are deleted from the contract. The credit will apply to fittings shown on the project plans that are not installed in the field.

2.12 Water Services

Bid Item B8

Payment will be made at the contract unit price for all materials, equipment and labor required to provide and install the service connections per City detail. The connections shall be installed at the sizes and locations directed in the field. The Contractor shall provide and install ductile iron fittings or double strap service saddle, tap, corp. stop, blue polyethylene tubing, and of meter boxes are unusable, lockable curb stop in accordance with City subdivision standard details and as shown on the plans, meter boxes shall be supplied by City (for contractor installation) in new areas at no cost to contractors. The unit prices for services shall remain the same regardless of the right-of-way width the service is installed in or the length of the service. Cut over of new services to existing meters shall be paid under a separate pay item. Two inch water services do not include use of a 2” AWWA gate valve at the tap as it is paid for as a separate pay item. Water service assemblies include all installation and restoration items including but not limited to poly tubing, brass goods, and directional drilling if used. Cut-overs, Blow-offs and valves are paid as separate items. Replacement of services with new poly tubing shall reuse existing brass goods and include cut-over to existing meters.

2.13 Blow Off Assembly

Bid Item B9

Payment will be made on each installation at the applicable unit price for the installation of each blow off assembly as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of box to final grade.

2.14 Water Meter “Cut-Overs”

Bid Item B10

Payment will be made on each new installation at the applicable unit price for the “cut over” of each water meter as shown on the plans. The contract unit price will be full compensation for all materials and work necessary to complete the installation in accordance with the drawings and specifications including adjustment of the existing meter box to final grade. Meters on lines greater than 2” shall be paid under “tie-ins”. This item shall not be paid for poly replacement services.

2.15 Remove Existing Fire Hydrant**Bid Item B11**

Payment will be made at the applicable unit price for all materials, labor and equipment required to remove existing fire hydrants and cap or plug the existing pipe for proper abandonment as indicated on the plans. Removed fire hydrants and I.D. tags shall be turned over to City forces.

2.16 Furnish and Install Fire Hydrant Assembly**Bid Item B12**

Payment of the applicable unit price shall be full compensation for furnishing all plant, labor and material, including tee, valve box and valve, for installation of complete City standard fire hydrant assemblies tested and in operation as shown on the contract standard details sheet. This item includes the use of hydrant extensions to bring the hydrant to the proper elevation with respect to the final field grade at the hydrant location, and painting of hydrant to City standard color.

2.17 2" Temporary Jumper (w/ 1" service) per each parcel**Bid Item B13**

Payment will be made at the applicable unit price per lot for all materials, labor and equipment required for the satisfactory completion of a segment across each property parcel of 6"-8" earthen covered 2" PVC or HDPE temporary water jumper with a temporary 1 inch HDPE service as directed by the Engineer, where field conditions require its use to construct new water lines or sewers. Cost includes a thorough flushing of jumper and services prior to "cut-over" to jumper of individual services and verification of a positive chlorine residual prior to "cut-over". The cost for this "cut-over" shall be contained in this item cost. Also contained in this pay item is the cost to tie the jumper into the existing system and disconnect the existing system (cap or plug) for removal.

2.18 Cap or Plug, Grout Filling and Abandon Existing Water Main**Bid Item B14**

Lump sum payment shall be made for satisfactory plugging or capping, grout filling as shown on the plans of all water mains abandoned or shown to be capped or plugged. All existing mains 2" or less shall be capped and abandoned in place. Mains larger than 2" shall be capped, pressure grouted and abandoned water main. This item includes lean grout, temporary blocking and capping of lines, segmentation into work segments for grouting, grouting in the presence of construction representative and filling with at least 90% by volume of the calculated interior volume of the pipe to be grouted. No payment shall be made for this item if not witnessed by the construction representative or if the grouted pipe is not 90% filled by volume

2.19 Removal of Transite Pipe**Bid Item B15**

Lump sum payment will be made for transite pipe removed and disposed of in accordance with existing OSHA Federal and State requirements. This item is included for the areas where the asbestos concrete pipe must be removed for installation of the new mains. Payments shall be full compensation for the proper removal, disposal, compaction of trench line to 95% of modified proctor, all in accordance with contract plans and specifications.

2.20 Swab by “Pigging” 6” and Larger Water Main**Bid Item B16**

Payment will be made at the applicable lump sum price for the cost of “pigging” new 6” and larger pipe as part of this project. The contract price shall be full compensation for all materials and labor required to satisfactorily accomplish this item as detailed in the plans and specifications. This item includes the cost for “launching and retrieving” including piping materials. Inspector must be present to witness launch and retrieval to be paid for this item. “Pigs” shall be labeled with a number and project name prior to launching. Service and fire hydrant branches shall not be pigged.

2.21 Unsuitable Material Excavation**Bid Item B17**

Where field conditions indicate the necessity for removing unsuitable material or muck from trench or roadway area 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 in situ for such muck or other unsuitable material removed and replaced with clean fill upon the basis of in place measurement of the material removed.

2.22 Bulk Concrete**Bid Item B18**

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, including HRS, FDEP (water or sewer), and DOT (storm sewers) requirements.

2.23 Crushed Rock or Shell Trench Subgrade Material**Bid Item B19**

Where field conditions necessitate the provision of select subgrade material, payment will be made at the contract unit price per cubic yard for approved crushed rock or shell material placed in trench or structure excavations if so directed by the Engineer. Payment will be made only when placement of material is directed by the Engineer.

2.24 Rock Excavation**Bid Item B20**

Payment shall be made at the applicable unit price when, in the Engineers opinion, field conditions indicate the necessity for removing rock from trench excavations; and where such excavations require the removal of rock as determined by the Engineer, and replacement with suitable material, payment shall be made at the applicable unit price per cubic yard for such rock removed and replaced with clean fill upon the basis of in place measurement of the cemented “rock” material removed. Payment shall not be made for trench widths wider than six (6) feet, or in areas where the material removed can be “co-mingled” with other backfill above the pipe envelope with the backfilling operation.

2.25 East Ocean Ave and US Hwy 1 Water Main Adjustments**Bid Item B21**

Lump sum payment will be made upon successful completion of the work as shown on Sheet C-435. The work includes setting up an M.O.T. plan in FDOT right-of-way, removing sidewalk and pavement, removing water main and fittings, installing new pipe and fittings, capping and grouting main to be abandoned, and restoration. This work shall be paid based on satisfactory completion and shall include all material, labor and equipment necessary to complete. All work shown on Sheet C-435 is dedicated to this line item. Additional payment will not be made through other pay items in this contract.

2.26 Open Cut and Repair Asphalt**Bid Item C1**

Payment will be made at the contract unit cost per square yard for open cut and repairing asphalt roads. All road and road base repairs shall be as specified per City standards. This item includes saw cutting of edges of existing material, removal and disposal of the areas to be restored and. The contract unit price shall be full compensation for all material and work necessary to complete the repair, including temporary and permanent thermoplastic striping. Repair shall be as specified compaction and asphalt wearing surface. This work also includes repairs to roadway in areas where water service replacements are made. Insufficiently compacted base shall be removed and reinstalled at no cost to the Owner.

2.27 Concrete Pavement/Sidewalk**Bid Item C2**

All driveways including sidewalk areas in driveways shall be 6 inches thick and shall be constructed to City standards. Driveways reconstructed shall be as directed in the field by the owner's project representative. No separate payment will be made for dirt or shell driveways as restoration cost for those driveways shall be contained in the pipe unit price. Payment shall be made per square yard satisfactorily installed. This item includes saw cutting of existing driveways, and demolition and removal of existing drives. Sidewalks shall be constructed per City of Port Orange Standards. All sidewalks shall be 4 inches thick, 2,500 psi concrete with fiberglass rebar. Payment includes demolition and removal of existing sidewalk and sawcut of edges of existing material as well as construction of expansion/contraction joints.

2.28 Concrete Curb (3,000 psi)**Bid Item C3**

Payment will be made at the applicable unit price for each lineal foot of concrete curb directed in the field to be removed and replaced. Payment includes demolition and removal of existing curb and sawcut of edges of existing curb.

2.29 Furnish and Install Sod**Bid Item C4**

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 Volusia County approved 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.

2.30 Traffic Control

Bid Item C5

Payment for traffic control will be made at the contract lump sum price which price and payment shall be full compensation for the material, labor, equipment and all other related work necessary to complete required traffic control during the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under City, County or State control, traffic control shall be provided in accordance with each entities requirements. Payment shall be made as a percentage of this item based on the percent of each pump stations area completed of the pump station area total construction cost.

2.31 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. Payment shall be made as a percentage of this item based on the percent of overage utility installation work completed.

2.32 Layout, As-built and Record Drawing Preparation

Bid Item C7

Lump sum payment will be made based on delivery to the Engineer of a suitable (as determined by the Engineer) Contractor prepared "red lined" "record" drawing. The "red lined" record drawing shall show the top elevations and horizontal locations of the water lines with respect to the right-of-way lines or other "known features" for the project length. "Known features" are power poles, property corners, or other features which are not easily lost or susceptible to damage, removal or relocation. All water valves and services as well as fire hydrants shall be located horizontally to "known features" using three way horizontal dimensional "ties" to allow easy recovery of the service locations at a later date. Monthly "red lined" "record drawings" 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 partial "red lined" "record drawings" to document work constructed that pay period shall be a basis for rejection of the pay request until such time as the "red lined" "record drawings" of work completed immediately prior to the current progress pay period are submitted with the pay requests. "Red lined" "record drawings" shall be neat and clearly readable. Utility "record drawings" shall be on a clean and legible set of plan sheets and shall be signed and dated by a principal of the Contractor's firm attesting to the accuracy of the "red lined" "record drawings".

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 01300

LOCATION, SCOPE, AND SPECIAL REQUIREMENTS

PART 1 – GENERAL

- 1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand, or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.
- 1.02 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.
- 1.03 Where reference is made within these documents to government specifications, or those of well-known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.
- 1.04 The Contractor shall take all necessary precautions to prevent damage to existing City utilities which are to remain in service during any of his construction operations. Should such utilities be damaged by the Contractor, he shall be required to replace, or repair same, to the satisfaction of the Engineer, at no additional cost to the Owner.
- 1.05 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the contract drawings. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor distinctly agrees that the Engineer and the Owner are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the drawings.
- 1.06 The Contractor agrees that the work shall be started not later than the date indicated in the "Contract", and that the total work shall be substantially completed within **270** calendar days and all remaining work completed within **30** days of the Notice to Substantial completion, or a total of **300** calendar days.

- A. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time stipulated above, the minimum sum of **Two Thousand Dollars (\$2,000)** per day shall be deducted by the Owner from monies due the Contractor, as a penalty. **Charges shall accrue upon failure to achieve final completion target date, unless otherwise approved.** If the Contractor is declared in default in accordance with the provisions of the specifications, the penalty shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as penalty exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.
- 1.07 The City shall provide reference points as shown on the plans. Contractor shall be responsible for having a land surveyor registered in the State of Florida and approved by the Engineer lay out the work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever such reference point is lost or destroyed or required location because of necessary changes in grades or locations, and the Contractor shall be responsible for replacement or relocation of such reference points by professionally qualified personnel, registered in the State of Florida and approved by the Engineer.
- 1.08 All dewatering and pumping necessary to accomplish the work of this Contract shall be performed by the Contractor at no extra or additional cost to the Owner. Any permits required shall be the responsibility of the Contractor.
- 1.09 Examination of Contract Documents and Site. Before submitting a Bid each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 1.10 Attention is directed to the requirements of the following agencies with regard to permits and construction of utilities within their rights of way or jurisdiction.
- A. City of Port Orange.
- B. Volusia County Health Department Permit.
- C. NPDES Stormwater (by Contractor).

The Owner will make necessary application for permits to construct such utilities. It shall be, however, the responsibility of the Contractor to construct the utilities in strict accordance with the requirements of the above mentioned agencies, and no extra or additional payments will be made by the Owner for this work.

- 1.11 Construction shall be limited to weekday "day light" working hours. No "weekend", night time", or "holiday" work shall be performed without obtaining permission in advance from the Project Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the Contractor during the above times by giving the Project Engineer "Advance Notice" of such operations. The Prime Contractor shall establish the normal (40 hours) work week and all subcontractors shall work only during this 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 \$500 per inspector per day or any portion thereof, paid in advance directly to the Engineer. The fee shall only cover the activities the Engineer can reasonably inspect with one person. The Engineer solely reserves the right to determine the number of inspectors required for the number of Contractor's crews working outside of the normal 40 hour work week.
- 1.12 Contract Insurance Requirements. The insurance requirements in Section 00800A represent the minimum insurance requirements for contract with the OWNER.
- 1.13 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall submit a copy of the bond package to the Engineer *prior to recording*. The Engineer will verify the contract specifics contained on the bonds and submit them to the City Attorney for review and approval. Once approval has been received by the City Attorney, the Engineer will notify the Contractor that the bonds have been approved for recording. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk's office to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item.
- 1.14 The Contractor shall provide an English speaking full time superintendent to supervise sub-contractors and provide direction to field crews. The Engineer's representative shall not be responsible for providing direction to sub-contractor or field crews. The Contractor's superintendent shall not be verbally or physically abusive to citizens or other project personnel. Use of "foul" language in the presence of or belligerence towards citizens or project representatives shall be grounds for immediate replacement of the superintendent at no cost to the owner.
- 1.15 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.

- 1.16 The proposed pipe alignments indicated on the project plans may require adjustment in the field due to conflicts or field conditions. Field changes shall be paid for at the contract unit price.
- 1.17 The Contractor is responsible for obtaining a Water Management District Permit for (dewatering) consumptive use if the Contractor's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit shall be granted by the City.
- 1.18 Land disturbed shall have hay bales or "turbidity curtains" installed around the perimeter to control erosion and sediment runoff where it is likely to occur during construction at no extra cost to the Owner.
- 1.19 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment.
- 1.20 All unit pricing shall remain valid for the duration of the contract.
- 1.21 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.
- 1.22 All water main installed under this contract shall be buried with the appropriate marking tape to indicate the service designation. The tape shall be laid directly over the pipe at a depth of 24" below proposed finished ground elevation.
- 1.23 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the utility portion thereof, or his right, title or interest therein, without written consent of the Owner.
- 1.24 Limitations on the Engineer's Responsibilities
 - A. Neither the Engineer's authority to act under this Paragraph nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.
 - B. The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
 - C. The Engineer will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

- 1.25 The Contractor's forces shall be required to dig and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of 24 hours in advance of the pipe laying operation. City forces and other utilities will mark the approximate location of their utilities when contacted. City crew will not be responsible for hand digging the location of City services. Separate lump sum payment shall be made for this work.
- 1.26 All existing improved areas disturbed by construction shall be sodded with the same type sod as the existing variety of sod encountered.
- 1.27 The Contractor shall utilize restrained joint for bends and required fittings for all pressure pipe shown on the project plans. The restrained PVC pipe lengths shall be in accordance with DIPRA Thrust Resistant Design for Ductile Iron Pipe utilizing laying condition 2 with polyethylene wrap with the type soils and soil depth encountered. Restrained joint pipe specifications shall be strictly adhered to. Piping drawings indicating restraining lengths and calculations shall be submitted to the Engineer for record purposes prior to construction. Responsibility for the adequacy for the restrained joint calculations shall remain with the Contractor and the supplier.
- 1.28 The Contractor shall make his own provisions for materials security. Any City provided work areas shall be returned to its original or better condition upon the completion of the project. Sodding of any disturbed areas utilized by the Contractor for work area will be accomplished by the Contractor at no additional cost to the City. Separate payment for this work will not be made and shall be included in the appropriate contract work items by the Contractor in the bid proposal.
- 1.29 Attached if issued are the project permits the Contractor shall comply with at no additional cost to the Owner.
- 1.30 Burning or burying of land clearing debris shall not be permitted. All organic matter and other debris shall be disposed of by the Contractor at an approved landfill.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01301

ATTACHMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The following attachments are hereby made part of the project specifications as fully and completely as if the same were fully set forth herein:
 - 1. Volusia County Health Department Permit.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SECTION 01310

CONSTRUCTION PROGRESS SCHEDULES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.
2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Summary of Project: Section 01010.
3. Project Meetings: Section 01200.
4. Application for Payment: Section 01027
5. Shop Drawings: Section 01340.
6. Schedule of Values: Section 01370.

1.02 QUALIFICATIONS

- ###### A.
- A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-

house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

- B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide a separate horizontal bar for each trade or operation within each structure or item.
 - 2. Horizontal time scale:
 - a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.
 - b. Identify the first work day of each month.
 - 2. Scale and Spacing: Sufficient to allow space for notations and future revisions.
 - 4. Maximum Sheet Size: 24 inches by 36 inches (24" x 36").
- B. Format of Listings: The chronological order of the start of each item of work for each structure.
- C. Identification of Listings: By major specification section numbers as applicable and by utility.
- D. Construction Progress Schedules shall be computer generated using software equal to Primavera Project Planner for Windows by Primavera Systems, Inc., Bala Cynwyd, P.A., or approved equal.

1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity and by structure.

2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically list, but do not limit to:
 - a. Shop Drawing Schedule.
 - b. Installation of temporary facilities.
 - c. Clearing.
 - d. Demolition.
 - e. Subcontractor work.
 - f. Utility Installations.
 - g. Paving.
 - h. Start-Up.
 - i. Project closeout.
 3. Show projected percentage of completion for each item, as of the first day of each month.
 4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.
- B. Submittals for construction progress schedules shall be in accordance with Section 01340: Shop Drawings. Indicate on the schedule the following:
1. The dates for Contractor's submittals.
 2. The date submittals will be required for Owner-furnished products, if applicable.
 3. The date approved submittals will be required from the Engineer.
- C. A typewritten list of all long lead items (equipment, materials, etc.).
- D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.
- E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime contractors.
- D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

- A. Submittal Requirements.
 - 1. Logic network and/or time-phased bar chart, computer generated.
 - 2. Computerized network analysis:
 - a. Sort by early start
 - b. Sort by float
 - c. Sort by predecessor/successor
 - 3. Narrative description of the logic and reasoning of the schedule.

- B. Time of Submittals.

Within 10 working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall

equal the exact number of days in the Contract Time as defined in Section 00500: Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within 15 working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

- C. Within 10 working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within 15 working days after receipt. The network diagram and tabulated schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.
- D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.
- E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if

activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

- F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Engineer.
 - 2. Jobsite file.
 - 3. Subcontractors.
 - 4. Other concerned parties.
 - 5. Owner (two copies).
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

- A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

- A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.
- B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:
 - 1. A logical succession of work from start to finish.

2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.
3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).
4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.09, D. herein.
2. All construction activities and procurement shall be 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 performances time and float time in scaled form.

- D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed 14 days nor be less than one (1) day unless otherwise accepted by the Engineer.

- E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).
2. Duration.
3. Activity Description.
4. Early Start Date (Calendar Dated).
5. Late Start Date (Calendar Dated).

6. Early Finish Date (Calendar Dated).
 7. Late Finish Date (Calendar Dated).
 8. Identified Critical Path.
 9. Total Float (Note: No activity may show more than 20 days float).
 10. Cost of Activity.
 11. Equipment Hours, by type; Man-Power Hours, by crew or trade.
- F. Project Information. Each tabulation shall be prefaced with the following summary data:
1. Project Name.
 2. Contractor.
 3. Type of Tabulation (Initial or Updated).
 4. Project Duration.
 5. Project Scheduled Completion Date.
 6. Effective or Starting Date of the Schedule.
 7. New Project Completion Date and Project Status (if an updated or revised schedule).
 8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

- A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.
- B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

- A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, six (6) copies minimum.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340

SHOP DRAWINGS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of Re submittal and Return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.

- 10. Specification Section.
- 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than 30 calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date.
 2. Project Title and Number.
 3. Contractor's name and address.
 4. The number of each Shop Drawing, Product Data, and Sample submitted.
 5. Notification of deviations from Contract Documents.
 6. Submittal Log Number conforming to Specification Section Numbers.
- G. The Contractor shall submit five (5) copies of descriptive or product data submittals/drawings to the Engineer. The Engineer will review the submittals/drawings and return to the Contractor the sets of marked-up submittals/drawings with appropriate review comments. All shop drawings, when practical, shall be 24 inch by 36 inch in size.
- H. Once submittals/drawings are approved, they are to be distributed as follows:
1. Owner: One (1) copy.
 2. Engineer: Two (2) copies.
 3. Contractor: Two (2) copies.
- I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03. ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. As permitting any departure from the Contract requirements;

2. As relieving the Contractor of responsibility of any errors, including details, dimensions, and materials;
 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings, without noting an exception.
- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal.
- E. Re submittals will be handled in the same manner as first submittals. On Re submittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first Re submittal; thereafter review time for subsequent Re submittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for Re submittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
1. Systems
 2. Processes

3. As indicated in Specifications Sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area three and one-half inches by three and one-half inches (3-1/2" x 3-1/2"), located adjacent to the title block. The title block shall display the following:
 1. Project title and number.
 2. Name of project building or structure.
 3. Number and title of the shop drawing.
 4. Date of shop drawing or revision.
 5. Name of Contractor and subcontractor submitting drawing.
 6. Supplier/manufacturer.
 7. Separate detailer when pertinent.

8. Specification title and number.
 9. Specification section.
 10. Drawing number.
- E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
 - F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
 - G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
 - H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
 - I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least 30 calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
 - 1. Name of project.
 - 2. Name of Contractor and subcontractor.
 - 3. Material or equipment represented.
 - 4. Place of origin.
 - 5. Name of producer and brand (if any).
 - 6. Location in project.
 - 7. Submittal Number.

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall

enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.

- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01370

SCHEDULE OF VALUES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.
2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.
3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule, and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on eight and one-half inch by 11 inch (8-1/2" x 11") white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.
4. Name and address of Contractor.

5. Contract designation.
 6. Date of submission.
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.
 - C. Identify each line item with the number and the title of the respective section of the Specifications.
 - D. For each major item of the Work, list sub-values of major products or operations under the major item.
 - E. For the various portions of the Work:
 1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.
 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
 - b. The total installed value.
 - F. Round off figures to nearest dollar amount.
 - G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.
 - H. For each item which has an installed value of more than \$15,000, provide a breakdown of costs to list major products or operations under each item.
 - I. The form of the Schedule of Values shall parallel the form presented in Section 00845: Schedule of Values.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.
- B. Format shall parallel that shown in Section 00846: Materials Stored On Site Form and Section 00845: Schedule of Values.

- C. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.
- D. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.
- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

- A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.
- B. Resubmit revised schedules in same manner.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Project Requirements: Section 01000.
 - 2. Summary of Work: Section 01010.
 - 3. Location, Scope and Special Requirements: Section 01300.
 - 4. Project Record Documents: Section 01720.

1.02 PHOTOGRAPHY REQUIRED

- A. Digital photographs shall be taken in conformance with this Section shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.
- B. Digital photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
 - 1. Contractor shall supply Digital pictures on a minimum 4 GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.
 - 2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and all conflicts with utilities, as directed by the Resident Project Representative.

- E. Digital pictures shall contain and comply with the following:
1. The Contractor shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the Owner at the completion of the Project.
 2. All disks shall be properly labeled with project name, project number, project start and end dates, Contractor's name, and Owner's name for which work was completed.
 3. The photographer shall agree to furnish additional disks to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified Digital photography and any required prints.

PART 2 – PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

- A. Type of Print (if required):
1. Paper: Single weight, color print paper.
 2. Finish: Smooth surface, glossy.
- Size: four inch by six inch (4" x 6") for construction photos.
- B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):
1. Name of project.
 2. Orientation of view.
 3. Date and time of exposure.
 4. Name and address of photographer.
 5. Each photograph shall be numbered in consecutive order.

Note: Digital prints shall be used to clarify as-builts.

PART 3 – EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.
 - 1. High resolution and sharpness (minimum 800 DPI).
 - 2. Maximum depth-of-field.
 - 3. Minimum distortion.

3.02 VIEWS REQUIRED

- A. Digital photographs shall adequately illustrate condition of construction and state of progress.
 - 1. At successive periods of photography, take at least one digital photograph from the same overall view as previously photographed.
 - 2. Consult with the Engineer at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver photographs, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of Engineer and/or client)
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 - 1. Engineer one (1) set.
 - 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents as specified in Section 01720).
 - 3. Contractor one (1) set.

PART 4 – CONSTRUCTION VIDEO RECORDING

4.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment to furnish color audio video recording of the project site as specified herein.
- B. Furnish to the Engineer an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.
- C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the Engineer shall be redone at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).
- D. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

4.02 COLOR AUDIO VIDEO SURVEY

- A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.
- B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

4.03 AUDIO AND VIDEO

- A. Contractor shall furnish continuous color, audio-video DVD(s) of professional quality.
- B. Pre and post construction recording should be recorded on a DVD –R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ,HSP), disk must be finalized with no editing of information and must be properly marked with date,

location, contractors name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.

- C. Each DVD shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
- D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- E. Digital information will be as follows:
 - 1. Upper left corner:
 - a) Name of Contractor.
 - b) Day, date and time.
 - c) Name of project.
 - 2. Lower left corner:
 - a) Route of travel.
 - b) Viewing side.
 - c) Direction of travel.
 - d) Stationing.
- F. Time must be accurate and continuously generated.
- G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
- H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.
- I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.
- J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.

- K. All DVDs and boxes shall bare labels with the following information:
1. Recording Number.
 2. Owner's Name.
 3. Date of Recording.
 4. Project Name and Number.
 5. Location and Standing Limit of DVD.
- L. Prior to commencement of audio video recording, the contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

END OF SECTION

SECTION 01410

TESTING AND TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ, and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
3. Contractor shall provide engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:
 - a. Excavating, Backfill and Compacting: Section 02221
 - b. Paving: Section 02300
 - c. Cast-in-Place and Poured Concrete: Section 03100

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

Test	Notes	Paid for By
Soil Compaction	Pipe Work: Every 300 feet at each lift of compaction minimum. Beneath Structures: each 500 SF. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 15050	Contractor

Test	Notes	Paid for By
Bacteriological	As required by local and state agencies	Contractor
LBR	Each 1500 SF of pavement (minimum)	Contractor
Concrete	Slump test each delivery and compressions test five cylinders every 50 CY (minimum)	Contractor

- D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

- A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The specifications for, and the method of testing, will be found under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

- A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C32
Reinforcement	ASTM A15 & A305

1.04 FIELD TESTS

- A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

- A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer.

Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 (Modified Proctor Minimum 98% Density)	Every 300 LF
	2) Limerock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement) (1) Mix Design 350 psi @ 28 days. Mix design required 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 SF
	(4) Depth (6 inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300 feet (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300 feet (left, right, & center)

1.06 Basis of Payment

- A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.
- B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specific standards; ASTM, other recognized authorities, and as specified.
 - 2. Determine and report on compliance with requirements of Contract Documents.
- C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.
- D. Promptly submit five (5) copies of reports of inspections and tests to the Engineer including:
 - 1. Date issued.
 - 2. Project title and Engineer's job number.
 - 3. Testing Laboratory name and address.
 - 4. Name and signature of inspector.
 - 5. Date of inspection of inspector.
 - 6. Date of inspection or sampling.
 - 7. Date of test.
 - 8. Identification of product and Specification section.
 - 9. Location in project.
 - 10. Type of inspection or test.
 - 11. Compliance with Contract Documents or not.
- E. Laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.

2. Approve or reject any portion of work.
3. Perform any duties of the Contractor.

1.08 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.
- B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 1. To provide access to Work to be tested.
 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
 5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 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. By Contractor:
 - a. Telephone.
 - b. Storage sheds.
 - c. Temporary water service.
 - d. Temporary sanitary facilities.
 - e. Temporary electrical service.
 - f. Contractor's Field office.
 - 2. By Owner:
 - a. None.

1.02 TEMPORARY WATER

- A. Furnish and install temporary water service for use throughout construction period.
 - 1. Water for construction purposes.
 - 2. Water for other purposes.
 - a. Testing.
 - b. Temporary sanitary facilities.
 - c. Cleaning.

- d. Potable water source (separate).
- B. Maintain adequate volume of water for all purposes.
- C. Water Source:
 - 1. Supplier: Local Water Utility
 - 2. Potable water used shall be separately metered and protected with approved back flow prevention devices.
- D. Maintain strict supervision of use of temporary services.
 - 1. Enforce conformance with applicable codes and standards.
 - 2. Enforce sanitary practices.
 - 3. Prevent waste of water.
 - 4. Prevent abuse of services.
- E. Costs of Installation and Operation: Pay costs for water used by all trades, including costs of installation, maintenance, and removal of pipe, meters, and equipment.
- F. Requirements of Regulatory Agencies:
 - 1. Obtain, pay for permits, fees, deposits required by governing authorities.
 - 2. Comply with federal, state and local codes.

1.03 TEMPORARY ELECTRICITY

- A. Furnish and install temporary electric power service for construction needs throughout construction period.
 - 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, 120 volt grounded outlets with GFCI protection.
 - c. Provide circuit breaker protection for each outlet.
 - d. Provide equipment grounding continuity for entire system.
 - e. Users shall provide grounded, Underwriters Laboratories, Inc. (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, Subcontractors and Owner/Engineer's field offices.
- B. Capacity:
 - 1. 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. Supplier: Florida Power and Light.
 - 2. Provide minimum 240 volt, single phase, 60 hertz power service to project site.
- D. 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: Pay costs of temporary electrical power used, including costs of installation, meter, maintenance, and removal of temporary services from point of connection.
- F. 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. 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 (EF) (7.5 degrees C) and 55 EF (13 degrees C).
 2. Enclosed toilet facilities for construction personnel.
 3. General employee washing facilities.
 4. Existing wash down facilities at the plant shall not be used.
- 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. 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.
- D. 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., herein.
 - 3. Pay service charges for use of portable sanitary units.
- E. Facility Locations:
 - 1. Within the project site.
 - 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 and Owner.
- F. Enclosure for Toilet Facilities:
 - 1. Weatherproof, sight proof, sturdy temporary enclosures.
 - 2. Insect-proof screening, adequate natural ventilation.

G. Requirements of Regulatory Agencies:

1. Obtain and pay for permits as required by governing authorities.
2. Comply with federal, state, and local codes.

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 Section 1.03)

- A. Comply with Division 16: Electrical.
- B. Provide required facilities, including transformers, conductors, poles, conduits, raceways, breakers, fuses and switches.
- C. Provide appropriate enclosures for environment in which used, in compliance with NEMA standards.

2.03 TEMPORARY SANITARY FACILITIES (See Section 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 waste receptacles for used cups.

B. Toilet Facilities

1. Portable Toilets; either:

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

2.04 CONTRACTOR'S FIELD OFFICE AND FACILITIES

A. Specific Requirements:

1. Provide either a separate building or a trailer of adequate floor space for Contractor's use.
2. The trailer shall be weather-tight, have a tight level floor at least 8 inches off the ground, and shall be insulated, have suitable screened ventilation and a solid door.
3. The office shall be provided with, heating equipment, water, electrical wiring, outlets, and fixtures suitable to light the tables and desk adequately. Toilet facilities are to be included with a holding tank to be pumped clean daily by the Contractor. Garbage shall be collected daily and clean-up of the trailer shall be provided three (3) times per week.
4. Lighting and Temperature Control: Window air conditioning unit capable of maintaining the trailer at 70 to 80°F, but a minimum of 12,000 BTU (1 ton) rating.

B. Furniture and Equipment: The office shall have the following furniture and equipment:

1. Telephone: One (1) direct line instrument.
2. Racks and file for Project Record Documents.
3. Facsimile machine on a dedicated line.
4. Other furniture and furnishings: Contractor's option.

C. Within ten (10) days after Notice to Proceed, submit a sketch showing proposed number and locations; including storage sheds and trailers. The Contractor shall locate all temporary construction offices and storage trailers where approved by the

Owner and the Engineer.

2.05 TEMPORARY PARKING

- A. Provide a location, approved by the Engineer, for a gravel or other suitable surface for Contractor's employee, Owner/Engineer representatives and visitor parking. Personal vehicles will be restricted from the work area.
- B. Provide gravel parking space at the Contractor's trailer for a minimum of eight (8) vehicles. Provide gravel parking space at the Owner/Engineer's field office for a minimum of four (4) vehicles.

2.06 SECURITY LIGHTING

- A. Provide for adequate pole mounted flood lights for parking area at the Contractor and Owner/Engineer's trailer areas. Maintain lighting on a photocell or timer.

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.
- D. Modify and extend service as work progress requires.

3.02 TEMPORARY 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 on ground.
- C. When necessary to maintain pressure, provide temporary pumps, tanks, and compressors.

3.03 TEMPORARY 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 on 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 or tipping over.
 - 2. Service as often as necessary to prevent accumulation of wastes, and creation of unsanitary conditions.
 - 3. Use only unless sewer and water service can be provided to site.
- B. Washing Facilities: Provide faucets, drains and other washing facilities suitable for the type of work requiring washing.

3.05 REMOVAL

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Clean, and repair damage caused by installation and restore to specified, or original condition.

END OF SECTION

SECTION 01505

MOBILIZATION

PART 1 – GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.
1. Move onto the site all Contractors' plant and equipment required for first month operations.
 2. Install temporary construction power, wiring, and lighting facilities.
 3. Establish fire protection plan and safety program.
 4. Secure construction water supply.
 5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.
 6. Provide on-site sanitary facilities and potable water facilities as specified.
 7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
 8. Submit all required insurance certificates and bonds.
 9. Obtain all required permits.
 10. Post all OSHA, EPA, Department of Labor, and all other required notices.
 11. Have Contractor's superintendent at the job site full time.
 12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.

13. Submit a schedule of values of the Work.

14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR DEMOBILIZATION

A. The Contractor's attention is directed to the condition that no payment for demobilization, or any part thereof, will be approved for payment under the Contract. Demobilization is a subsidiary obligation of the Contractor.

PART 2 – PRODUCTS (NONT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01525

CONSTRUCTION AIDS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish, install and maintain required construction aids, remove on completion of Work.
- B. Related Requirements Described Elsewhere:
 - 1. Summary of Project: Section 01010.
- C. Comply with applicable requirements specified in Sections of Division 2 through 16.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Sections for particular requirements for each trade.
- B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.
- C. Maintain facilities and equipment in first-class condition.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Consult with the Engineer, review site conditions and factors which affect construction procedures and construction aids, which may be affected by

execution of the Work.

3.02 GENERAL

- A. Comply with applicable requirements specified in sections of Division 2 through 16.
- B. Relocate construction aids as required by progress of construction, by storage of work requirements of Owner and other contractors employed at the site.

3.03 REMOVAL

- A. Completely remove temporary materials, equipment and services:
 - 1. When construction needs can be met by use of permanent construction.
 - 2. At completion of work.
- B. Clean and restore areas damaged by installation by use of temporary facilities.
 - 1. Remove foundations and underground installations for construction aids.
 - 2. Grade and grass areas of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.
- C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01568

TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by Rules and Regulations and permit conditions.
2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces and soil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.
3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner.
4. Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

B. Related Work Described Elsewhere:

1. Excavation, Backfill, and Embankment: Section 02100
2. Grassing, Mulching and Sodding: Section 02900.

PART 2 – PRODUCTS

2.01 EROSION CONTROL

- A. Sodding is specified in Section 02900.
- B. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

- A. Bales shall be clean, seed-free cereal hay type.

- B. Netting shall be fabricated of material acceptable to the Owner.
- C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.
- D. Concrete block shall be hollow, non-load bearing type.
- E. Concrete shall be exterior grade not less than one-inch (1") thick.

PART 3 – EXECUTION

3.01 EROSION CONTROL

- A. Minimum procedures for grassing are:
 - 1. Scarify slopes to a depth of not less than six inches (6") and remove large clods, rock, stumps, roots larger than one-half inch (1/2") in diameter and debris.
 - 2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
 - 3. Apply mulch loosely and to a thickness of between three-quarter inch (3/4") and one and one-half inches (1-1/2").
 - 4. Apply netting over mulched areas on sloped surfaces.
 - 5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.02 SEDIMENTATION CONTROL

- A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.03 PERFORMANCE

- A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01580

PROJECT IDENTIFICATION AND SIGNS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish, install and maintain project signs.
2. Remove signs on completion of construction.
3. Allow no other signs other than signs approved by the Engineer to be displayed.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section 01010.
2. Location, Scope and Special Requirements: Section 01300.

1.02 PROJECT SIGNS

- A. One (1) painted sign with lettering, size, color and construction in accordance with the local requirements.
- B. Erect on the plant site at a location of high public visibility, as approved by the Engineer and the Owner.
- C. Information:
 1. Project Sign:
 - a. Owner title and logo.
 - b. Project name.
 - c. Contractor.
 - d. Engineer.

1.03 INFORMATIONAL SIGNS

- A. Painted signs with painted lettering, or standard products.
 - 1. Size of signs and lettering: As required by the Owner, or as appropriate to usage.
 - 2. Color: As required by the Owner, otherwise of uniform colors throughout Project.
- B. Erect at appropriate locations to provide required information.
- C. Information:
 - 1. Contractor's name and home office address.
 - 2. List of subcontractors and type of subcontract work.

1.04 QUALITY ASSURANCE

- A. Sign Painter: Professional experience in type of work required.
- B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

1.05 SUBMITTALS

- A. An 11-inch by 17-inch (11" x 17") sketch of the project sign shall be submitted to the Engineer for approval prior to final preparation of the project sign.

PART 2 – PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing: Sign shall be three-quarter inch (3/4") Marine grade plywood, in sound condition, structurally adequate and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.
 - 1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.

- C. Rough Hardware: Galvanized.
- D. Project Sign details are illustrated in Figure 01580-A.

PART 3 – EXECUTION

3.01 PROJECT IDENTIFICATION SIGNS

- A. Paint exposed surface of supports, framing and surface material; one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes, and colors as selected and approved by the Owner.

3.02 MAINTENANCE

- A. Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or signs.

3.03 REMOVAL

- A. The Contractor shall remove signs, framing, supports and foundations and properly dispose of at completion of project.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.
3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.
- B. Within 20 days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the specifications.

- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.
- D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.
- E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.
- B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
- C. A Request for Substitution of Product may be submitted after the Contractor:
 - 1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.
 - 2. Agrees to provide same warranties or bonds for product substitution as for product specified.
 - 3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.
5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. Engineer's Action:

1. Engineer will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. Engineer will review requests for substitutions with reasonable promptness and notify Contractor in writing of Owner's decision to accept or reject requested substitutions. Only the Owner may accept a substitution.
2. Substitution requests made by means of shop drawings or product data submittal will not be considered.
3. After the period of 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to Engineer.
 1. Maintain (1) one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit 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 ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than 90 days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.
7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 WARRANTY

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

- A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each 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.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01657

START-UP

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work may be segmented into several phases of construction in a logical order to meet the project schedule. Portions of the Work may be utilized prior to Substantial Completion of all the Work. Also, certain items of equipment are to be temporarily utilized in a phased segment of the Work and then relocated in a subsequent phase in a permanent installation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY MATTERS

- A. Start-up Certification: Prior to start-up, successfully complete all testing required of the individual components of work in the presence of the Engineer or is representative.
- B. Demonstrate to the Engineer that all temporary jumpers and/or bypass have been removed and that all components are operating under their own controls as designated.
- C. Coordinate start-up activities with equipment suppliers, subcontractors, and the Owner's operating personnel at the site and with the Engineer prior to commencing system start-up. All coordination is the responsibility of the Contractor.

3.02 START-UP

- A. Confirm that all equipment is properly installed and that the flow path through the new work is unobstructed.
- B. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

- A. After all Work components have been constructed, field tested and started up in accordance with the individual specifications, [a separate schedule will be prepared to perform the Start-Up Demonstration and Testing in the presence of the Engineer and the Owner. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing with the Owner.](#)

- B. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the Engineer the Work will function as a complete and operable system under normal operating conditions and is ready for acceptance.
- C. Certificate of Completed Demonstration: Submit five (5) copies of Demonstration Certification memo signed by the Contractor, Subcontractor and Owner and insert one copy in each Operation and Maintenance Manual.
- D. Training shall be scheduled and upon successful startup and demonstration testing to the resulting in approval of the demonstration certification, the Contractor shall provide training to the Owner and Engineer. The training shall be held upon completion of all systems at a date to be agreed upon in writing with the Owner. Videotaping of training shall be conducted in accordance with Section 01380 and other applicable equipment specifications.

EQUIPMENT STARTUP AND DEMONSTRATION CHECKLIST

PROJECT: _____
OWNER: _____
ENGINEER: _____
CONTRACTOR: _____
DATE: _____
STRUCTURE: _____
EQUIPMENT DESCRIPTION: _____
VENDOR: _____
REPRESENTATIVE: _____ INIT.: _____
STARTUP DEMONSTRATION DESCRIPTION: _____
COMMENTS: _____

ACCEPTABLE: __ PARTIALLY ACCEPTABLE: __ NON-ACCEPTABLE: ____

ATTENDEES:

<u>NAME</u>	<u>AFFILIATION</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EQUIPMENT TRAINING CHECKLIST

PROJECT: _____

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

DATE: _____

STRUCTURE: _____

EQUIPMENT DESCRIPTION: _____

VENDOR: _____

REPRESENTATIVE: _____ INIT.: _____

of training days required: _____ # received: _____

TRAINING DEMONSTRATION DESCRIPTION: _____

COMMENTS: _____

ATTENDEES:

<u>NAME</u>	<u>AFFILIATION</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EQUIPMENT DOCUMENTATION
AND SPARE PARTS CHECKLIST**

(To be turned over upon final acceptance of equipment)

Item/Equipment							
Spec Section #							
Submittal #							
Acceptance Date							
Training Date							
O & M (Date Submitted)							
Spare Parts (Desc./Date)							

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Start-Up: Section 01657.
 - 2. Cleaning: Section 01710.
 - 3. Project Record Documents: Section 01720.
 - 4. Operating and Maintenance Data: Section 01730.
 - 5. Warranties and Bonds: Section 01740.

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01730.
 - 2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 01657.
 - 3. All start-up and demonstration testing completed and Certificates of Completed Demonstration submitted to the requirements of Section 01650.
 - 4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01720.
 - 5. All training of Owner's personnel completed.
 - 6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.
 8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.
 9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.
 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:
1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
 1. Project Record Documents must be approved.
 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 3. Contractor to submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
 1. Contract Document requirements have been met.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.
- C. The Engineer will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Engineer that the Work is complete.

3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 1. Contractor will compensate the Owner for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Section 01740.
- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Penalties and bonuses.
 - f. Deductions for liquidated damages.
 - g. Deductions for reinspection payments
 - h. Other adjustments.

3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01710

CLEANING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 – EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.
- B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

- A. Employee skilled workman for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site for the Owner one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications of the contract.
 - 5. Engineer's Field Orders or written instructions.
 - 6. Approved Shop Drawings.
 - 7. Field Test records.
 - 8. Construction photographs, preconstruction videos, and pipeline videos.
 - 9. Preliminary as-built drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer.
- E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document. "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 - 1. Depths of various elements of foundation in relation to finish first floor datum.
 - 2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe materials, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimensional and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes including relocation of doors, windows, etc.
 - 9. Architectural schedule changes according to Contractor's records or shop drawings.
 - a. Contractor shall provide copies of all such recordings to the Contractor's surveyor for incorporation into the preliminary and final as-builts drawings.

- D. Specifications and Addenda: Legibly mark each section to record:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

- A. Accompany each submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor of his authorized representative.
- B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.
- C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the Contractor copies of AutoCAD files and/or Mylar sepia of the original construction plans for the Contractor's use in the as-built drawing preparation. Final as-built drawings shall include all work which the Contractor is requesting to be paid for. The final as-built drawing submittal shall include:
1. Six (6) sets of paper plans and one (1) set of Mylar drawings signed and sealed by a professional land surveyor licensed in the State of Florida and computer floppy disk(s) or CD(s) containing AutoCAD, version 14, drawing files.
 2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt"

for water as-built line work and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set “by-layer”. Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)
4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.
5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100 foot (100') minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20 foot (20') intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet (100') minimum intervals (i.e. final cover). For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet (100'), each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between “sanitary hazards” to potable water and reclaimed water mains per FDEP shall be shown.
6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three way horizontal dimensions less than 100 feet (100'), each. If adequate features are not available, a station and offset dimensioning system can be used if

prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as “A”, permanent feature labeled as “B”, “A”-“B” dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity “sanitary hazards” to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flow-lines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100 foot (100') minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.
8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.
9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.
10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.
11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.
12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.
13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals per SC-6.17, 1. of Section 00800, Supplementary Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01730

OPERATING AND MAINTENANCE

DATA

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01340: Shop Drawings.
2. Section 01720: Project Record Documents.
3. Section 01740: Warranties and Bonds.

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

- ###### A.
1. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

1. Size: eight and one-half inches by 11 inches (8-1/2" x 11").
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten
4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches (14" x 17").
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
7. Binders:
 - a. Commercial quality three-post binders with durable and cleanable plastic covers.
 - b. Maximum post width: two inches (2").
 - c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.
 3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
1. Include only those sheets which are pertinent to the specified product.
 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.
- C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Do not use Project Record Documents as maintenance drawings.
- D. Written text, as required to supplement product data for the particular installation:
1. Organize in consistent format under separate headings for different procedures.
 2. Provide logical sequence of instructions of each procedure.

- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit four copies of the complete manual in final form.
- B. Content: for architectural products, applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products
 - a. Catalog number, size, and composition.
 - b. Color and texture designations.
 - c. Information required for reordering special manufactured products.
 - 2. Instructions for care and maintenance
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommend schedule for cleaning and maintenance.
- C. Content, for moisture protection and weather-exposed products:
 - 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Details of installation.
 - 2. Instructions for inspection, maintenance and repair.
- D. Additional requirements for maintenance data: Respective sections of the Specifications.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

B. Related Work Described Elsewhere:

1. Instructions to Bidders: Bid Bonds.
2. Performance Bond and Payment Bond.
3. Labor and Material Payment Bond: Section 00645.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of warranty, bond or service and maintenance contract.
5. Duration of warranty, bond or service maintenance contract.

6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 1. Size eight and one-half inches by 11 inches (8-1/2" x 11"), punch sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches (2").

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.
- B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a one (1) hp motor or which lists for more than \$1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

- D. Owner shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01800

MISCELLANEOUS WORK AND CLEANUP

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.
2. The work of this Section includes, but is not limited to, the following:
 - a. Restoring of driveways and fences.
 - b. Cleaning up.
 - c. Incidental work.

PART 2 – PRODUCTS

2.01 MATERIALS

- ###### A.
- Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART 3 – EXECUTION

3.01 RESTORING OF DRIVEWAYS, FENCES, AND SIDEWALKS

- ###### A.
- Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.
- ###### B.
- The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.02 CLEAN UP

- A. The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition. All suitable excess excavated material shall remain on site.

3.03 INCIDENTAL WORK

- A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

SECTION 02100

EXCAVATION, BACKFILL AND EMBANKMENT

PART 1 – GENERAL

1.01 SCOPE

- A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:
 - 1. Stripping, storing and replacing topsoil;
 - 2. Excavation and backfill for pipe trenches;
 - 3. Excavation and embankment for road, grading and drainage of the site;
 - 4. Excavation and backfill for buildings and structures; and
 - 5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

- A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

- A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation by employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have not claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.
- B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings,

as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

- C. The term "subgrade" as used herein shall have the meaning given below:
1. The bed of a trench prepared as specified to receive pipes or other conduits;
 2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;
 3. The surface of excavation or embankment areas prepared to receive topsoil; and
 4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 – MATERIALS

2.01 TOPSOIL

- A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches (6"). On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.
- B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches (2") for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be effected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

- A. In locations where the working space is limited, the material excavated from the first one hundred feet (100') of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure

or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

- B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.
- C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

- A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.
- B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.
- C. No timber sheeting, bracing or shoring shall be left within 18 inches (18") of any natural ground surfaces or within twelve inches (12") inches of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system no vertical member shall remain directly over the pipe and no horizontal member shall remain within twelve inches (12") of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

- D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner, and shall not be entitled to additional compensation for such corrective work.

PART III - EXECUTION

3.01 ORDER OF WORK

- A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.
- B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

- A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.
- B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:
 - 1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset shall be on the side of the centerline opposite to that on which excavation will be thrown.
 - 2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled

and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.

3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.
- C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

- A. From the subgrade elevation to an elevation at least twelve inches (12") above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than twelve inches (12") nor more than sixteen inches (16") wider nor more than eight inches (8") in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.
- B. From a point twelve inches (12") above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus 40 inches (40"). If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.
- C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six inches (6") below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one (1) diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches

are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

- A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower 90 degrees of the circumference of the pipe, i.e., so that one-fourth of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to ensure that the barrel of the pipe will rest for its entire length upon the trench bottom.
- B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support 90 degrees of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.
- C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

- A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.
- B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.
- C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.
- D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

- A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed three hundred feet (300') and one hundred feet (100'), respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least twenty feet (20') in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five feet (5') of the end of the open trench.
- B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.
- C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

- A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.
- B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.
- C. The Contractor shall not obstruct fire hydrants.
- D. The roadway on one side of the line of work shall be kept open at all times.
- E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet (3') in width, shall be preserved free from all obstruction.

- F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.
- G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

- A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.
- B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.
- C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

- A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.
- B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.
- C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.
- D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

- A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.
- B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four inches (4") diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.
- C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.
- D. The material for embankment shall be deposited in layers of not more than nine inches (9") in thickness; each layer shall be separately compacted by heavy, grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one foot (1') above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three feet (3') above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

- A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:
 - 1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances, and
 - 2. Eliminate settlement of the backfilled material.
- B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location or depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.
- C. The procedure of backfilling shall be as follows:
 - 1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two feet (2') above the top of pipe or conduit, shall be refilled with clean earth deposited in four inch (4") layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.
 - 2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.
 - 3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six inches (6") in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than 95 percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed, and wetted as required as the work progresses.
 - 4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.
- D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the

Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.

- E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.
- F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two feet (2') above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stones not more than six inches (6") in largest dimensions, but not in proportion exceeding 20 percent (20%) of the total volume of backfill.
- G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.
- H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.
- I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.
- J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

- A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.
- B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.
- C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as will not detract from the general appearance of the improvement and shall not create unsatisfactory conditions.
- D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

3.13 BUILDINGS AND STRUCTURES

A. Excavation.

1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.
2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.
3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.
2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six inches (6") in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

- A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.

- B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

- A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.
- B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.
- C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.
- D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of

excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

- E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

- A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.
- B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.
- C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

- A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of

removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.

- B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.
- C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.
- D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer, and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

- A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

- B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.19 CLEANUP

- A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within 24 hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.
- B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.
- C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than 200 feet (200') from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

- A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.
- B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within 24 hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

SECTION 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 02500

PAVING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work covered and described in this section includes the furnishing and construction of paved surfaces, including roadways, driveways, bicycle paths, shoulders, and other paved surfaces, or paving work as shown or indicated on the drawings, specified herein, and as listed in this contract.
- B. All work shall conform to the applicable Technical Specifications of Florida Department of Transportation "Standard Specifications for Road Bridge Construction" [latest Edition](#) (Divisions II and III) and "Roadway and Traffic Design Standards", [latest Edition](#), including any amendments thereto. The Contractor shall acquire his own copies of the Department of Transportation Standards. In the event of conflict between the Department of Transportation Standards and the specifications listed in these documents, the Engineer shall determine which shall govern. Reference to the Department of Transportation Standards to the Department or its representatives shall be interpreted for this contract to be the Owner and or/Owner's Engineer or their authorized representative.

PART II - Materials

- 2.01 SUBBASE. The materials used should be high bearing value soil, sand-clay, ground limestone, crushed limerock, coquina, or any other material suitable for stabilization. Muck shall not be used.
- 2.02 BASE COURSE. The base course material used shall be that specified in the plan sheets or contract documents. If no base material is specified, limerock shall be used, unless otherwise indicated. All base material shall be approved by the Engineer and supplied by the Contractor.
 - A. The limerock base material shall have a minimum of 70% carbonates, calcium and magnesium and no more than 3% water sensitive clay. The liquid limit shall not exceed 35 and the plastic index shall not exceed 10. The average LBR value of the material shall be no less than 100 nor should there be large amounts of extremely hard pieces of clay pockets.
 - B. Soil-cement base shall be composed of a combination of soil and Portland cement uniformly mixed, moistened, compacted, finished, and cured. The soil shall be either existing in-place material or that brought from borrow locations. All soil must meet the requirements set forth in D.O.T. Standards and Specifications, Art. 270.2. The cement used shall be Portland cement Type I or I-P and water shall be free from any substances deleterious to hardening of the soils-cement mixture.
 - 1. The soil-cement mixture shall be proportioned in accordance with a design mix prepared by a testing laboratory and approved by the Engineer. The design mix shall be submitted for approval at least 30 calendar days prior to beginning of soil-cement construction. The cement content shall be expressed in percentage of dry weight of the soil. Rate of application shall be [based on the maximum density](#)

of the soil, determined in accordance with AASHTO T 99 and a thickness one inch greater than the base course thickness shown on the plans.

- C. Asphalt base courses shall have a bituminous material content of asphalt cement, viscosity Grade AC-20 or AC-30, meeting the requirements of Art. 916-1 DOT Standards and Specifications, 1986 Edition. The bituminous mixture shall be composed of a combination of aggregate, bituminous material. The job mix formula, as established by the Contractor, must be approved by the Engineer. The asphalt base mix shall be within the design ranges specified for mix Type ABC-3 or S-II, (Use of any other mix is subject to the approval of the Engineer.). The constituents of the mixture shall be combined to produce a mixture having Marshall properties within the limits of Table 331-2, DOT Standards and Specifications, latest Edition.

Table 331-2
Marshall Design Properties
For
Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (lbs.)	Flow (0.01 inch)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)
S-I	1000	8-14	14	3 - 5*	5.0
S-II	1000	8-14	14	3 - 5	5.0
TYPE II	500 or 750	8-16	18	5 - 16	6.0
TYPE III	750 or 1000	8-16	15	5 - 12	5.5
SAHM	300 or 500	8-20	15	5 - 16	6.0
ABC-1	500	8-20	15	5 - 16	6.0
ABC-2	750	8-20	15	5 - 14	5.5
ABC-3	1000	8-20	14	3 - 7	5.0
FC-1	500	8-16	15	8 - 14	5.5
FC-2	---	--	--	-----	
FC-4	500	8-16	15	12- 16	5.0

*If Type S-1 Asphaltic Concrete is to be the final pavement surface, the range of air voids shall be four percent to six percent.

- D. Coquina shell used in the base course shall have an organic material of not greater than 0.5% nor contain significant quantities of sand or other impurities which would prevent bonding. At least ninety-seven percent (97%) of the coquina used shall pass through a three and one-half inch (3-1/2") ring.
- E. Recycled concrete aggregate used in the base course shall conform to Section 204, graded aggregate base, of the latest revision of the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

203 PRIME AND TACK COATS

- A. Bituminous prime coats shall be applied to previously prepared bases. Bituminous tack coats shall be placed on existing paved surfaces and between successive lifts of asphalt material.
- B. The prime coat shall be cut-back asphalt Grade RC-70 or RC-250, emulsified asphalt Grades SSS-I or CSS-I, or other types and grades of bituminous material specified or approved by the Engineer.
- C. The tack coat shall be emulsified asphalt, Grades RS-2, CRS-2, SSI-I, CSS-I, SS-IH, CSS-IH, AS-60, AE-90, AE-15, or asphalt emulsion prime.
- D. A cover material must be placed on the prime coat to insure that the prime coat remains intact until the surface course is placed.

2.04 ASPHALT WEARING SURFACE

- A. The bituminous wearing surface applied shall be that specified in the plan sheets or contract documents. If no asphalt mix is specified, Type S-I asphaltic concrete shall be used as the paving material, unless otherwise indicated. Design properties listed in Table 331-2.
- B. The asphaltic mixture shall be transported to the site at a temperature of 300E F to 350E F. Mixtures that have cooled below 270E F will be rejected. The mix temperature will be taken on the first five loads each day and on an average of once every five loads thereafter.
- C. The Contractor is entirely responsible for producing a homogenous mixture, free from moisture and with no segregated materials, and meeting all requirements of the specifications for the mixture. Prior to the production of any asphalt paving mixture, the Contractor shall submit, in writing, a proposed job mix formula, at least two weeks prior to the beginning of any paving activities. All requests for design mix adjustments, redesigns and new design mixes will be submitted, in writing, to the Engineer.
- D. No recycled asphalt pavement (RAP) is to be included in mix.

PART III - EXECUTION

- 3.01 SUBBASE. Prior to installation of base material, the area shall be graded to within 0.2' feet, and soft, spongy or mucky material removed. Sufficient stabilizing material shall be cut in to achieve a Florida Bearing Value (FBV) in excess of seventy-five (75) psi or limerock bearing ratio (LBR) greater than forty (40) pounds at a minimum density of ninety-eight percent (98%) of a maximum density as defined and measured in AASHTO T 180 (Modified Proctor), to a six inch (6") minimum depth.
 - A. Density test for subbase materials shall be taken at 300 foot intervals and around structures as required. If compaction procedures allow testing requirements may be reduced at the Engineer's discretion.
- 3.02 BASE COURSE. The base course shall be constructed on the prepared subgrade, in accordance with the specifications and plan sheets. All base material shall be placed in accordance with the lines, grades, notes, and typical cross sections shown on the plans. Any deviation from the plan sheets is subject to the approval of the Engineer. Any deviations not approved by the Engineer shall be repaired to the satisfaction of the Engineer at no expense to the Owner.

A. Limerock Base

1. Limerock base shall be spread by mechanical spreaders, equipped to produce an even distribution with a uniform thickness. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be one-half the total thickness of the finished base. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction. If two course are required, each lift shall be prepared as previously described. Prior to spreading of the upper course, density tests will have been taken for the lower and determined to be satisfactory.
2. All materials shall be compacted to a density of not less than ninety-eight percent (98%) of maximum density as determined by AASHTO T 180. Density tests shall be taken in at least three locations on each day's final compaction of each course. Density determinations shall be made at more frequent intervals, at no extra cost, if deemed necessary by the Engineer.
3. The finished surface of the base course shall be checked with a template cut to the required crown and a 15 foot straight edge laid parallel to the center line of the road. All irregularities greater than 1/4" shall be corrected to the satisfaction of the Engineer.
4. The base material shall extend at least 12 inches outside the edge of the finished paved surface, unless otherwise indicated. Thickness of the base shall be measured at 200 foot intervals at various points in the cross section. Where the compacted thickness is deficient by 1/2" or more, the Contractor shall correct the deficiency by scarifying and adding rock for a distance of 100 feet in each direction from the edge of the deficient area. The required thickness, compaction and cross section will then be achieved.
5. Prime coat shall be applied only when the base meets the specified density and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material.

B. SOIL CEMENT BASE

1. Soil-cement mixing shall be either mixed-in-place or a central plant mix.
2. If mixed-in-place, the entire width of the base shall be processed in a single operation, where possible. The specified quantity of cement shall be applied at the required rate by means of an approved method. Mixing will begin within sixty minutes after the cement has been applied. Processing may be to full depth in one course, provided that the satisfactory distribution of cement, water, soil and the specified density can be obtained. If not, construction shall be in courses of such thickness to obtain satisfactory results. Adequate bonding between courses must be achieved. After mixing soil and cement, additional water shall be added, if necessary. After all mixing water has been applied, mixing shall continue until a uniform mixture has been obtained. Excessive concentrations of water shall be avoided.
3. Central plant mixtures shall have been mixed for at least 30 seconds. The mixture shall be placed on the moistened subgrade in a uniform layer by an approved spreader. The layer of soil-cement shall be of uniform thickness and surface contour. The completed base will conform to the required grade and cross section.

4. Compaction of the soil-cement mixture shall begin immediately after mixing is complete. The optimum moisture content and maximum density shall be determined in the field by the methods described in AASHTO T 143. The base shall be compacted to not less than 95% of the maximum density. The soil-cement mix design shall be 350 psi at 28 days, unless otherwise indicated, and moisture content and density tests shall be taken every 300 lineal feet to a minimum depth of six inches.
5. After compaction, the surface shall be shaped to the required lines, grades and cross section. The moisture content of the surface material shall not be more than 2 percent less than the specified optimum moisture content during finishing operations. The finished surface shall be smooth, dense, free of compaction planes, cracks, ridges and loose material.
6. Construction joints shall be formed by cutting back in the completed work to form a true vertical face. The vertical face shall be a straight transverse line perpendicular to the centerline of the roadway.
7. The finished surface of the base shall be tested with a template and a 15 foot straight edge. All irregularities greater than 1/4" shall be corrected to the satisfaction of the Engineer.
8. The finished surface shall be kept continuously moist until the surface is treated with either cut-back asphalt, Grade RC-70 applied at .15 to .20 gallons per square yard; or a mixture of emulsified asphalt and water applied at a rate of .20 of .25 gallons per square yard. If the Engineer deems it necessary, the surface shall be sanded using 10 pounds of clean sand per yard.

C. ASPHALT BASE COURSE

1. Asphalt base courses shall be applied in accordance with DOT Standards and Specifications, Section 280. The job mix formula approved for the project shall be used. Any deviation from the approved mix must be submitted to the Engineer and approved before being implemented.
2. The base course material shall be placed with an approved paving machine. A motor grader may be required if a leveling course is needed. The base mix may be placed when the air temperature is at least 40E and rising, provided that the sub-grade is not frozen or affected by frost.
3. A paver, equipped with automatic screed control, shall be used for all machine-laid courses. The automatic joint matcher shall be used on the top course of the base after the first pass with a paving machine. All mixtures shall be laid by the stringline method, with the exception of areas adjacent to curb and gutter or other true edges. The temperature of the mix shall be between 300EF and 350EF. Any mixture caught by rain in transit maybe laid at the contractor's own risk; if removal and replacement is required, it shall be at the expense of the contractor. In no case shall the mixture be spread when rain is falling or when there is water on the surface to be covered. The layer thickness for asphalt concrete structure courses shall match those listed in the table below.

D. RECYCLED CONCRETE BASE COURSE

1. Recycled concrete base course shall be transported, spread compacted and finished per Section 200, Limerock Base, of the latest revision of the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

LAYER THICKNESS FOR ASPHALTIC CONCRETE STRUCTURAL COURSES
Layer Thickness (inches)

COURSE THICKNESS (inches)	TYPE S-II WITH TYPE S-I TOP LAYER			TYPE S-II WITH TYPE S-III TOP LAYER			TYPE S-I			TYPE S-I WITH TYPE S-III TOP LAYER			TYPE S-III		
	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
1													1		
1 1/2							1 1/2						3/4	3/4	
2										1 1/4	3/4				
2 1/2							1 1/4	1 1/4		1 1/2	1				
3				2	1		1 1/2	1 1/2		2	1				
3 1/2	2	1 1/2					2	1 1/2		1 1/4	1 1/4	1			
4	2	2					2	2		1 1/2	1 1/2	1			
4 1/2	2 1/2	2					1 1/2	1 1/2	1 1/2	2	1 1/2	1			
5				2	2	1									
5 1/2	2	2	1 1/2	2 1/2	2	1									
6	2 1/2	2	1 1/2	2 1/2	2 1/2	1									

4. The maximum depth of any layer of ABC-1, ABC-2, or ABC-3 is three (3) inches.

The depth of all layers shall be checked every 50 feet. A tack coat, as specified, will be required on existing pavements to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

A. COMPACTION.

1. After the asphalt mixture has been spread to the proper lines, grades, and cross sections, compaction operations may begin. The Contractor shall establish rolling procedures and submit his sequence of compaction operations to the Engineer for approval. The equipment used may include, but is not committed to steel-wheeled rollers, pneumatic tired rollers, and vibratory rollers. Areas which are inaccessible to a roller shall be compacted by the use of hand tamps or other satisfactory means. An entire sequence of compaction operations shall be performed for each layer of applied material, density determinations shall also be made.
2. The in-place density of each course shall be determined through core samples and the nuclear backscatter method. A core sample of a representative paving section shall be taken for each day's production of paved surface; backscatters shall be taken every 30 feet at various locations in the cross section. Additional testing around manholes or other structures may be required. In addition to density tests via core samples and backscatters, Marshall stability tests are also required. Marshall stability tests are also required. Marshall stability tests will be taken for every day of asphalt pavement production. The minimum design properties for various mixtures shall meet those specified in Table 331-2.
3. Testing and density requirements shall not apply to the following construction activities: Asphalt patching courses, leveling and intermediate course less than one inch thick, overbuild courses less than one-inch thick and open graded friction courses.

D. SHELL BASE MATERIAL

1. Shell base material shall be constructed on the prepared subgrade in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the plans. The shell base shall be spread uniformly and evenly; during spreading operations the shell shall be thoroughly saturated with water.
2. After spreading the shell shall be compacted, with water being added as required, until the required density is obtained. Compaction and density shall be as required for limerock base, except that the testing methods shall be modified in the laboratory and in the field. At least three density determinations shall be made on each day's final compaction operations.
3. Upon completion of initial compaction, the entire surface shall be scarified and shaped to exact crown and cross section. The base shall then be rewatered and compacted to the required density. The finished surface shall be tested with a template and 15 foot straight edge. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Engineer. The prime coat shall be applied after the base meets all density and finish requirements.

303 ASPHALT WEARING SURFACE

- A. The asphalt wearing surface shall be constructed on the prepared base in accordance with the plans and specifications and in conformity with the indicated lines, grades, and cross sections. If no asphalt mixture is indicated, the specified mixture shall be Type S-I Asphaltic Concrete. A job mix formula shall be submitted to the Engineer for approval at least two weeks prior to the application of paved surfaces.
- B. The mixture shall be spread only when the base is clean, dry, properly cured, and approved by the Engineer. The temperature shall be at least 40E F and rising. No paving operations will be permitted if it is raining or rain is imminent. The mix shall be between 270EF and 350EF.
- C. The asphalt mixture shall be spread with an approved paving machine to the required width and depth. All mixes, except those adjacent to curb and gutter, shall be laid according to the stringline method. The depth of each layer shall be checked every 50 feet.
- D. The mixture shall be compacted to its final depth, no less than 1-1/4" and thicker if so indicated. Compaction and layering procedures specified for asphalt base courses shall apply to surface courses. All testing and density requirements will also apply.
- E. When laying operations are interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of material. Longitudinal joints are to be sloped or rolled over and sealed. When the adjacent strip is constructed, the edge shall be trimmed back to expose the unsealed face. All longitudinal construction joints shall be offset 6" to 12" laterally between layers.
- F. When fresh mixture is laid against transverse or longitudinal joints, it shall be placed in contact to produce an even, well compacted joint after rolling.
- G. The finished surface shall be tested with a template and 15 foot straight edge. Any irregularities shall be repaired to the satisfaction of the Engineer. The surface shall be of uniform texture and compaction. No sand spots, ripples, or loosened portions shall be evident. No traffic shall be allowed onto the finished surface until it is deemed acceptable by the Engineer.

304 CURING COAT

- A. During the period when finishing and surface corrosion of the soil-cement base are being accomplished, the surface of the base shall be kept continuously moist by sprinkling as necessary. As soon as deemed practicable, the curing seal shall be applied to the soil-cement base. The curing seal shall consist of Emulsified Asphalt Grade SS-I or SS-1H, diluted in equal proportion with water, and be applied at the rate of 0.15 to 0.30 gallons per square yard.
- B. The actual rate of application shall be as directed and shall provide complete coverage without excessive runoff. At the time the bituminous material is applied, the soil-cement surface shall be dense and free of all loose and extraneous material and shall contain sufficient moisture to prevent excessive penetration to the bituminous materials.
- C. Should it be necessary to allow construction equipment or other traffic to use the completed base before the bituminous material has cured sufficiently to prevent pickup or displacement, the bituminous material shall be sanded, using approximately ten pounds of clean sand per yard.

END OF SECTION

SECTION 03300

CAST IN-PLACE AND POURED CONCRETE

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.
- B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 SUBMITTALS

- A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

1.03 CODES AND STANDARDS

- A. ACI 301 "Specifications for Structural Concrete for Buildings", ACI 318" Building Code Requirements for Structural Concrete", ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

- A. Air content shall be in accordance with ASTM Methods C 173, one for each set of compressive strength specimens.
- B. Sampling of freshly mixed concrete shall be in accordance with ASTM C 172.
- C. Slump: ASTM C 143.
- D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.
- E. Laboratory Reports: Submit two (2) copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PORTLAND CEMENT

- A. Shall comply with the standard specifications for Portland Cement, ASTM designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.02 CONCRETE AGGREGATE

- A. Shall conform to standard specifications for concrete aggregate, ASTM Designation C 33 or to ASTM C 330. Maximum size of aggregate shall not exceed one-fifth (1/5) of the narrowest dimension between reinforcing bars.
- B. Fine Aggregate - Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject 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%
Coat 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 five percent (5%) by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is two inches (2") or more, the maximum size of aggregate shall be 12 inches (12"). Where the cover over reinforcing is less than two inches (2"), the maximum size of aggregate shall be three-quarters inch (3/4"). The maximum size of aggregate shall not exceed one-fifth (1/5) of the narrowest dimension between forms nor three-fourths (3/4) of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing

Maximum Size Square Mesh Screen	97 – 100 %
2 Maximum Size Square Mesh Screen	40 – 70 %
No. 4 Sieve	0 – 6 %

2.03 WATER

- A. Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed bars of USA manufacture.
- B. Welded Wire Fabric: ASTM A 185, gauges, spacing and dimensions as indicated.

- C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.
- D. Tie Wire: 16-gauge minimum, black, soft annealed.
- E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.
- F. Epoxy coated or FRP rebar shall be used for all marine applications.

2.05 FORM WORK

- A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.
- B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled and edge sealed, with thickness not less than three-quarter inch (3/4").
- C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.
 - 1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.
 - 2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.
- D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, two-inch (2") wide on each leg.
- E. Steel Forms. Uncoated steel, three-sixteenth inch (3/16") minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wood and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.
- F. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch (0.11") thick. Design forms for external bracing at piers and columns, without use of form ties.
- G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the removed end or end fastener is easily filled to match the surface of the

- hardened concrete. Provide removable cones 13 inches (13") in diameter by 12 inches (12") deep. Provide preformed mortar plugs to match the color of the concrete, recessed three inches (3"), adhered with an approved two (2) part epoxy.
- H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches (12") from wall and cutoff in a plane parallel to it.
- I. Circular and Elliptical Column Forms: Fabricate of two (2) pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.
- J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.
- K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:
1. Working drawings of formwork are submitted.
 2. Internal form ties are regularly spaced no less than 48 inches (48") each way, and are made watertight.
 3. Form ties have removable cones, which are filled to match concrete.
 4. Joints in panels are fully watertight.
 5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.
- L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.
- M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.
- N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.
- O. Shoring: As designed and executed by Contractor to support all loads.

- P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a three-quarter inch (3/4") chamfer at exposed edges of concrete members.
- Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.06 ADMIXTURES

- A. Air Entraining Admixture: ASTM C 260.
- B. Water Reducing and Retarding Admixture:
 - 1. Concrete Without Superplasticizer:
 - a. Water Reducing Admixtures: ASTM C 494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.
 - b. Water Reducing and Retarding Admixtures: ASTM C 494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.
 - c. Accelerating Admixtures: ASTM C 494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.
 - 2. Concrete with Superplasticizer:
 - a. Water Reducing, High Range Admixtures: ASTM C 494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second-generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rehoplastic state in excess of two (2) hours if necessary.
 - b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum

discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. Concrete used in Marine Applications:

- a. Micro Silica admixtures shall be used for concrete installed in marine and coastal applications. Concrete designs shall meet the appropriate requirements of EN206-1, BS 8500 and BS 5075. Contractor shall provide plant certification for all mix designs used in marine and coastal applications.

2.07 GROUT

- A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.
- B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.
- C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.
- D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the three-quarter inch (3/4") sieve.

2.08 MEMBRANE CURING COMPOUND.

- A. Membrane curing compound shall be wax-free, pigmented, 100 percent (100%) resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT.

- A. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

- A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90 degrees to support top bars.

- B. Membrane: Six (6) mil polyethylene film.
- C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, nine inches x three-eighth inches (9" x 3/8") at wall thickness of 12 inches (12") or greater, and six inches x three-eighth inches (6" x 3/8") at wall thickness less than 12 inches (12"). Provide six inch (6") split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.
- D. Preformed Expansion Joint Filler:
 - 1. Bituminous type conforming to the requirements of ASTM D 994.
 - 2. Non-extruding type, self-expanding cork, three-quarter inch (3/4") thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D 1752, Type III, and compatible with the specified joint sealant compound.
- E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.
- F. Tongue and Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.
- G. Inserts: Galvanized steel to fit the proposed hanger or support.
- H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one (1) part cement to two and one-half (2-1/2) parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.
- I. Burlap Mats: Conform to AASHTO Specification M182.
- J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concrecive 1001-LPL, or equal.
- K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

- A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the engineer, provided they are not considered to replace structurally the displaced concrete.
- B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.
- C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than four percent (4%) of the area of cross section on which strength is calculated or which is required for fire protections.
- D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.
- E. Except when plans for conduits and pipes are approved by the engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:
 - 1. They shall not be larger in outside dimension than one-third (1/3) overall thickness of slab, wall, or beam in which they are embedded.
 - 2. They shall not be spaced closer than three (3) diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

- A. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:
 - 1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.
 - 2. No liquid, gas, or vapor, except water not exceeding 90 °F (32 °C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.
 - 3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (12" or 38 mm) for concrete exposed to earth or weather or in contact with ground.
 - 4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.
 - 5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

PART 3 – EXECUTION

3.01 PROPORTIONING

- A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty percent (30%) nor more than fifty percent (50%) of the total weight of the aggregate.
- B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed four inches (4"). Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.
- C. The amount of air entrained in the freshly mixed concrete shall not be less than three percent (3%) nor more than six percent (6%). The minimum cement content in sacks per cubic yard of concrete shall not be less than six (6) sacks per cubic yard for Class "A" concrete.
- D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (ASTM designation C 94).
 - 1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.
 - 2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.
 - 3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

- A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 318).
- B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of seven (7) days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.

C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

- | | | |
|----|----------------------------------|--------------------|
| 1. | Date and time leaving plant | Additives (if any) |
| 2. | Type of cement and weight | Site arrival time |
| 3. | Quantity of water and time added | Site leaving time |

D. Concrete.

1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.
2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.
3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

E. Mixer Speed.

1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.
2. Excessive over-mixing, required additions of water to preserve the required consistency, shall be cause for rejection of the batch.
3. Concrete shall not remain in a transit mixer or agitator truck more than 90 minutes after the water has been introduced, and not for more than 45 minutes if any approved retarding agent is not used.
4. Minimum mixing time shall be 50 revolutions of drum at rated speed.

F. Measurement.

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.
2. All materials shall be measured by weight, except that water may be measured by volume calculated at eight and one-third (8-1/3) pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes.

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.
2. Maximum Water-Cement Ratio:
 - .37 (lbs/lb) – Concrete with superplasticizer
 - .38 (lbs/lb) – Concrete in Marine Environments
 - .45 (lbs/lb) – Class A concrete without superplasticizer
 - .55 (lbs/lb) – Class B concrete without superplasticizer
 - .65 (lbs/lb) – Class C concrete without superplasticizer
3. Air Content: Five percent (5%) plus or minus one and one-half percent ($\pm 1.5\%$) (Class A and B).
4. Slump:
 - Four inches (4") plus or minus one inch (± 1 ") for Class A and B without superplasticizer.
 - Seven inches (7") plus or minus one inch (± 1 ") for Class A and B with superplasticizer.
 - Eight inches (8") plus or minus one inch (± 1 ") for tremie concrete or as specified by details.

H. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.
2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet (5'), except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.
3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.
4. Concrete shall be placed in layers not over 12 inches (12") deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and

form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five (5) and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a one-inch (1") minimum layer of 1:2-1/2 cement-sand grout, with a six-inch (6") to eight-inch (8") slump, placed on existing concrete not more than 20 minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting, or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three (3) layers at 12 inches (12") each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than 20 minutes between layers or lifts.
6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately 30 minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.
7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to insure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one (1) vertical to three (3) horizontal or more than one (1) vertical to two (2) horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet (5'), a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.03 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect

exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.

2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.
 3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, 30 percent (30%) solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.
 4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.
- B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproofsheet.
1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of seven (7) days for normal Portland cement or four (4) days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured four (4) days.
 2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry. Take all necessary precautions to prevent erosion of the concrete surface by the water.
 3. Covering with Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least 18 hours and then immediately cover with waterproof curing sheet conforming to ASTM C 171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held

down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

- A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (ACI 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of 24 bar diameters but not less than twelve inches (12").
- B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.
- C. Wire mesh, unless otherwise shown on the drawings or specified, shall be six inches by six inches (6" x 6") No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A 185, latest revision.
- D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.
- E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete. Minimum clearances between the steel and face of concrete shall be maintained as shown.
- F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart, rather than as specified above.

3.05 FORMS

- A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.
- B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering

or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.

- C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms.

Chamfer strips made from nominal dimensional one inch by one inch (1" x 1") lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.

- D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.
- E. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by drawings.
- F. Slots, chases, recesses or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.
- G. Box out for all temporary openings and build forms to seal them up when and as required.
- H. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the Manufacturer's instructions.
- I. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness and strength or desired surface finish. Used forms shall not be used for architectural concrete.
- J. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.
- K. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.

- L. **Bonding To Existing Surfaces:** Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

- A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40 °F.

Structural Member or Condition	Normal Strength Concrete	Normal High-Early Strength Concrete	Minimum Compressive Strength for Form Removal (% Design Strength)
Cantilevers	12 days	7 days	90
Over 20 feet (20') Between Supports	12 days	7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free Standing Walls, Columns, and Piers	5 days	3 days	70
Walls, Piers, Columns, Sides of Beams, Footings, Slabs on Grade, and Vertical Surfaces	24 – 48 hours	12 – 24 hours	70
Front Face Form of Curbs	6 – 24 hours	6 hours	70

3.07 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least six inches (6") wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.
2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.
3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one (1) part cement to one (1) part fine sand passing a No. 30 sieve and having the consistency of thick cream.
4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.
5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

<u>Finish</u> <u>Designation</u>	<u>Area Applied</u>
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than two inch (2"), and fill the holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions three inch (3") or deeper, and fill the holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one (1) part cement and one and one-half (1-1/2) parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.

Finish
Designation

Area Applied

F-4 Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

- a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

Finish
Designation

Area Applied

S-1 Slabs and floors not water bearing: Smooth steel trowel finish.

S-2 Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.

S-3 Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.

S-4 Slabs and floors at slopes greater than ten percent (10%): Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.

S-5 Exposed edges of slabs, floors and tops of walls: Finish with a three-inch (3") radius edge if a chamfer is not indicated.

- C. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a ten-foot (10') straightedge applied at no less than two (2) angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.
- D. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.

- E. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of one-eighth inch (1/8") in ten feet (10') as determined by a ten-foot (10') straightedge placed anywhere on the slab in any direction.
- F. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least 20 days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.
- G. Saw Cut Joints: Cut joints that are to be saw cut not sooner than two (2) hours after the concrete is poured and not later than eight (8) hours after the pour.

3.07 TESTS

- A. Compressive strength tests shall be made by breaking standard six-inch (6") diameter by 12-inch (12") high test specimens prepared, cured and broken in accordance with the ASTM Standard Methods C 31 and C 39, latest revision. Four (4) specimen test cylinders shall be taken from each pour of five (5) cubic yards or more. One (1) additional test shall be taken from each 30 cubic yards or fraction thereof in each pour in excess of 30 cubic yards.
- B. Test specimens shall be taken from manhole bottom pours of less than five (5) cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer. One (1) cylinder from each pour shall be broken at seven (7) days, the remainder at 28 days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.
- C. Slump test shall be made in accordance with ASTM C 143, latest revision, and shall be made with each load and at time of cylinders.
- D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.
- E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.08 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER STOPS

- A. Expansion Joints shall be placed as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D 175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D 994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.
- B. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.
- C. Water Stops. Material for water stops shall be nine-inch (9") PVC multi-rib center-bulb type for expansion joints, and one-quarter inch by four inches (1/4" x 4") and one-eighth inch by four inches (1/8" x 4") structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 03700

MODIFICATIONS AND REPAIR TO EXISTING CONCRETE

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor, materials, equipment and incidentals required to cut, repair, demolish, excavate or otherwise modify parts of existing structures or appurtenances as shown on the Drawings and as specified herein, including connecting new concrete to existing concrete, as necessary to complete the work under this Contract.

1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 03300: Cast-In-Place and Poured Concrete.

1.03 QUALITY ASSURANCE

- A. Do not cut, remove, or otherwise alter existing structures or concrete until authorization is given by the Engineer.
- B. When removing materials or portions of existing structures, and when making openings in existing structures, take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, nor to damage the structures or contents by falling or flying debris. Unless otherwise permitted, line drilling will be required in cutting existing concrete.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Epoxy Bonding Compound: Two-component, moisture insensitive, heavy viscosity, high strength, rigid epoxy system that will bond under dry, damp or wet conditions, and is equal to BurkEpoxy MV or BurkEpoxy Mortar as manufactured by The Burke Company, Sikadur Hi-Mod as manufactured by Sika Chemical Corp., or Eurco 615 Epoxy as manufactured by Euclid Chemical Company.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Take field measurements in the required structures to determine the amount of concrete to be removed and/or repaired and the amount of patching to be done.

3.02 CONSTRUCTION METHODS

- A. Where new concrete is to be made integral with existing concrete, use the methods shown in the Drawings.
- B. Mix and apply all bonding and patching materials in accordance with the manufacturer's instructions and recommendations.

3.03 MODIFYING OR REPAIRING EXISTING CONCRETE

- A. Remove concrete to the depths shown or required. Roughen contact surface by chipping, sandblasting, scarifying or other approved methods. Thoroughly clean the surface, removing loose particles and dust.
- B. Cut off projecting reinforcement when required to provide at least two inch (2") cover. Where shown, bend reinforcement across cut face and cover with new concrete.
- C. Thoroughly wash the roughened concrete surfaces and keep the surfaces saturated for at least six (6) hours before placing new concrete. Remove all free water prior to placing the concrete. An epoxy bonding compound, as specified, may be used in lieu of saturating surface for six (6) hours.
- D. Place cement mortar, where required, to a thickness slightly in excess of the finished surface, and steel-trowel-finish, flush with the adjacent surface.
- E. When the finish surface of new concrete in exposed surfaces is not specified to be coated, match the color of the existing adjoining concrete as closely as possible.
- F. Mix cement mortar in the proportions of one (1) part Portland cement to two (2) parts of sand by volume. Do not use accelerating admixtures in surface treatment. Where shown on the Drawings, use a non-shrink grout for patching and filling.

3.04 CONNECTIONS, NEW CONCRETE TO EXISTING CONCRETE

- A. Make connections to existing concrete as shown on the Drawings.
- B. Where it is necessary to expose existing reinforcement, clean the reinforcing rods or wire mesh by wire brushing and hook new reinforcement into existing reinforcement and lap or weld as directed. Provide at least three-quarter inch (3/4") clearance around each bar.
- C. Mix and apply the epoxy in strict accordance with the printed instructions of the approved manufacturer.

D. Preparation of Concrete Surfaces:

1. Surfaces must be clean and sound. Surfaces may be dry, damp, or wet, but free of standing water. Remove dust, laitance, grease, during compounds, impregnations, waxes, foreign particles, and disintegrated materials by mechanical abrasion methods such as sandblasting. Sandblast steel to appropriate finish.
2. If the concrete surfaces are sound and it is only necessary to remove laitance, grease or dust, the Contractor may, with the prior written approval of the Engineer, forego sandblasting and wash the concrete with a degreasing and etching chemical applied in accordance with the manufacturer's written instructions and as stipulated in these Specifications hereinafter.
3. Degreasing and Etching Chemical: ProSoCo, Inc., Sure-Klean Degreaser & Etch, or equal, with water white color, flash point above 150 °F, and consisting of a blend of organic and inorganic acids with a special solvent system incorporating wetting agents for emulsification.
4. Application of Degrease and Etching Compound: Prewet concrete surfaces with clean water. Brush concentrated cleaner onto concrete surface. Let stand three to four (3-4) minutes and reapply, brushing stained areas vigorously. Rinse off with fresh water applied at a minimum volume of five (5) gallons per minute.

E. Application of Bonding Compound:

1. Cover the area to be overlayed with one (1) coat of the epoxy compound applied with long-nap paint rollers, brushes, brooms or by spray as per manufacturer's instructions.
2. Place the concrete while the epoxy compound is still tacky. If the bonding compound should harden before the concrete is placed, apply a fresh coat over the hardened coat and proceed.

F. Application of Grouting: To prepare a grout for anchor bolts or to level base plates, mix the compound as recommended by the manufacturer.

G. Weather Limitation: Place the epoxy compound only when both the concrete surface temperature and the ambient temperature are as recommended by the manufacturer.

3.05 OPENINGS IN CONCRETE

- A. Where openings are required for pipes, thimbles for gates, gate stems or other installations in existing concrete structures, cut the existing concrete within the limits required, as shown on Drawings or specified, expose the existing reinforcing steel

and perform the work in such a manner as to prevent damage to the existing adjacent structures or equipment.

- B. Unless otherwise permitted, line drilling will be required.
- C. Where concrete is cut to provide openings for gate stems, accurately install pipe sleeves and grout in place in an approved manner.
 - 1. Clean the exposed reinforcement by wire brushing, then cut and bend to permit the installation and finally bend around the new pipe or thimble. Provide additional reinforcement as shown on the drawings for typical reinforcing details of openings in walls and slabs, otherwise shown, specified or required.
 - 2. After installation of pipelines and thimbles, etc., prepare the existing concrete as specified above and fill the void between the outside of the pipe or thimble and the existing concrete with non-shrink non-metallic grout.

END OF SECTION

SECTION 15000

MECHANICAL - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish and install complete and ready for use, all the equipment, machinery, apparatus, motors, drives, tools, meters, charts and other accessories, and shall perform such operations and tests, all as specified herein, and as indicated on the drawings.
- B. The materials of construction of all equipment furnished and permanently installed on the project shall be of best quality. The workmanship of construction, finish and fit shall be equal to the highest industry standards. All equipment and/or components thereof shall be new, and shall not have been in service at any other installation.
- C. The desired standard of quality for each item of equipment is established by reference on the drawings and in the specifications to specific manufacturer's products. Materials of construction and/or fabrication shall equal or exceed the standard of the referenced product. The Contractor's attention is called to Article 1.06.

1.02 EQUIPMENT WARRANTY

- A. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by the Contractor shall be guaranteed against manufacturing and/or design inadequacies, materials and workmanship not in conformity with the paragraph above, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of two years or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by the Owner. Each piece of equipment, device or components thereof which shall fail within the above specified term of the guarantee shall be replaced and installed with reasonable promptness by the Contractor without cost to the Owner.
- B. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.
- C. On all equipment ample means of lubrication shall be provided for all bearings and other metal parts in sliding contact.

- D. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment. Alemite industrial-type fittings, or equal, shall be used for grease lubrication except as noted.

1.03 SPECIAL TOOLS

- A. Special tools, wrenches and thickness or depth gauges required for removing parts and for making adjustment shall be included with each item of equipment having wearing parts and requiring repairs or adjustments. All accessories such as indicating gauges, indicators and lubrication devices necessary for the proper maintenance and operation of the equipment shall be furnished, stored safely at the site of the work and delivered to the Owner after the equipment is accepted.

1.04 SAFETY REQUIREMENTS

- A. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental regulatory agencies.

1.05 NAME PLATES

- A. Each major component of equipment shall have the manufacturer's name, catalog and/or model number, and serial number on a corrosion-resistant plate securely attached to the item of equipment.

1.06 INITIAL OPERATION AND TESTS

- A. Upon completion of all the mechanical work, in a manner satisfactory to the Engineer, the Contractor shall designate a day for initial testing of the equipment. Prior to such completion date, the Contractor shall give the Owner seven (7) days notice thereof in writing, and the Owner will then appoint the personnel which will operate the plant equipment, and on the test day designated, the Contractor shall make the initial test to determine the performance using the personnel designated by the Owner and such personnel of his own as is specified or as he deems necessary to complete the tests.
- B. The initial tests shall be limited to a period of twenty-four (24) hours duration and during this time the mechanical performance of all equipment shall be tested and demonstrated by the Contractor. If the demonstration and tests indicate satisfactory mechanical performance in the operation of the equipment, the Contractor will then

be given a three (3) day notice by the Engineer to make a final guarantee test of the plant equipment under normal operation. During the initial tests and the three (3) day period between the initial tests and the final tests, the Contractor's personnel shall supervise the operation of the plant equipment, assist and train the Owner's operating personnel in their duties. Experts on equipment installation and operation, as specified or necessary as well as complete, written, detailed erection, operation and maintenance instructions, shall be furnished by the Contractor to insure proper training and instruction of the Owner's personnel. A minimum of six complete sets of operation and maintenance instructions shall be provided.

- C. The final guarantee tests shall be for a period of twenty-four (24) hours duration, except as otherwise provided, and shall be made at the conclusion of the three (3) day period of operation and training. These tests shall be made under normal operating conditions under the supervision of the Contractor's personnel. This test is for the purpose of demonstrating that all performance and efficiency guarantees of the equipment and other requirements in compliance with these specifications have been met, that the operation of all equipment is coordinated and that all controls operate satisfactorily in coordination with the equipment installed.
- D. In the event the initial or final guarantee testing and demonstration of equipment and controls does not meet the guarantee conditions or is not demonstrated to the satisfaction of the Engineer, the Contractor shall, at his own expense, make such changes and adjustments in the equipment which he deems necessary and shall conduct further tests until full satisfaction is indicated by the Engineer and written certification is received thereof.

1.07 SHOP PAINT

- A. All ferrous metal on plant equipment, unless otherwise specified or directed by the Engineer, shall receive shop paint compatible with field costs provided by the Contractor, in accordance with the requirements of the section of the specifications entitled, "Painting and Special Coatings in Part A of Technical Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 EQUIPMENT

- A. Equipment Requiring Variations from Structures Shown on the Plans
- B. It is the intent that the Contractor shall furnish equipment which may be installed and shall operate properly in the structure as shown. Should the Contractor select alternate equipment resulting in an alteration to, addition to, enlargement of, or any other changes from the lines, dimensions and grades shown on the drawings, the Contractor shall make such changes or alterations as are required and no additional payment will be made by the Owner for changes in structures occasioned by the

selection of alternate equipment. All such variations shall be subject to review and acceptance by the Engineer.

- C. Equipment requiring supplemental services in addition to those shown or specified in order to fulfill the operating objectives and including additional mechanisms, operating steps and/or controls as compared with specified equipment will not be acceptable.

END OF SECTION

SECTION 15050
BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and the Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following basic mechanical materials and methods to complement other Division 15 Sections.
 - 1. Piping materials and installation instructions common to most piping systems.
 - 2. Concrete equipment base construction requirements.
 - 3. Labeling and identifying mechanical systems and equipment is specified in Division 15 Section "Mechanical Identification."
 - 4. Nonshrink grout for equipment installations.
 - 5. Installation requirements common to equipment specification Sections.
 - 6. Touchup painting and finishing.
- B. Pipe and pipe fitting materials are specified in piping system Sections.

1.3 QUALITY ASSURANCE

- A. Equipment Selection: Equipment of greater or larger power, dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. No additional costs will be approved for these increases, if larger equipment is approved. If minimum energy ratings or efficiencies of the equipment are specified, the equipment must meet the design requirements and commissioning requirements.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.
- B. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. When stored inside, do not exceed structural capacity of the floor.
- C. Protect flanges, fittings, and piping specialties from moisture and dirt.
- D. Protect stored plastic pipes from direct sunlight. Support to prevent sagging and bending.

1.5 SEQUENCING AND SCHEDULING

- A. Coordinate mechanical equipment installation with other building components.
- B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.
- C. Coordinate the installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
- D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning prior to closing in the building.
- E. Coordinate connection of electrical services.
- F. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.
- G. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces.

PART 2 - PRODUCTS

2.1 PIPE AND PIPE FITTINGS

- A. Refer to individual piping system specification Sections for pipe and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

- A. Refer to individual piping system specification Sections in Division 15 for special joining materials not listed below.
- B. Solder Filler Metal: ASTM B 32.
 - 1. Alloy Sn95 or Alloy Sn94: Tin (approximately 95 percent) and silver (approximately 5 percent), having 0.10 percent lead content.
 - 2. Alloy E: Tin (approximately 95 percent) and copper (approximately 5 percent), having 0.10 percent maximum lead content.
 - 3. Alloy HA: Tin-antimony-silver-copper-zinc, having 0.10 percent maximum lead content.
 - 4. Alloy HB: Tin-antimony-silver-copper-nickel, having 0.10 percent maximum lead content.
 - 5. Alloy Sb5: Tin (95 percent) and antimony (5 percent), having 0.20 percent maximum lead content.

2.3 PIPING SPECIALTIES

- A. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:
 - 1. PVC Plastic Pipe: ASTM D 1785, Schedule 40.
 - 2. Polyethylene: Type 1 polyethylene Class A or C material, Grade E-1 with film characteristics of : 1200 psi tensile strength, 300 percent elongation, 800 volt/mil, 8 mil thickness.

2.4 GROUT

- A. Nonshrink, Nonmetallic Grout: ASTM C 1107, Grade B.
 - 1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
 - 2. Design Mix: 5000-psi, 28-day compressive strength.
 - 3. Packaging: Premixed and factory-packaged.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS--COMMON REQUIREMENTS

- A. General: Install piping as described below, except where system Sections specify otherwise. Individual piping system specification Sections in Division 15 specify piping installation requirements unique to the piping system.

- B. General Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate general location and arrangement of piping systems. Install piping as indicated, except where deviations to layout are approved on coordination drawings.
- C. Install components having pressure rating equal to or greater than system operating pressure.
- D. Install piping in concealed interior and exterior locations, except in equipment rooms and service areas.
- E. Install piping free of sags and bends.
- F. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, except where indicated.
- G. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.
- H. Install piping to allow application of insulation plus 1-inch clearance around insulation.
- I. Install fittings for changes in direction and branch connections.
- J. Install polyethylene sleeve on all uninsulated copper tube when it is buried, below concrete slab, when it penetrates slab, or when it is in contact with ferrous metal, concrete, or masonry materials.
- K. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, concrete floor and roof slabs, and where indicated.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level.
 - 2. Build sleeves into new walls and slabs as work progresses.
 - 3. Install large enough sleeves to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
 - a. PVC Pipe Sleeves: For pipes smaller than 12 inches, but not in fire-rated assemblies.

4. Seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants.
- L. Verify final equipment locations for roughing in.
- M. Refer to equipment specifications in other Sections for roughing-in requirements.
- N. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping system Sections.
 1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
 2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
 3. Soldered Joints: Construct joints according to AWS "Soldering Manual," Chapter 22 "The Soldering of Pipe and Tube."
 4. Brazed Joints: Construct joints according to AWS "Brazing Manual" in the "Pipe and Tube" chapter.

3.2 EQUIPMENT INSTALLATION--COMMON REQUIREMENTS

- A. Install equipment to provide the maximum possible headroom where mounting heights are not indicated.
- B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to the Architect.
- C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, except where otherwise indicated.
- D. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. Connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.
- E. Install equipment giving right-of-way to piping systems installed at a required slope.

3.3 PAINTING AND FINISHING

- A. Refer to Division 9 Section "Painting" for field painting requirements.
- B. Damage and Touch Up: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.4 CONCRETE BASES

- A. Construct concrete equipment bases of dimensions indicated, but not less than 4 inches larger than supported unit in both directions. Follow supported equipment manufacturer's setting templates for anchor bolt and tie locations. Use 3000-psi, 28-day compressive strength concrete and reinforcement as specified in Division 3 Section "Cast-in-Place Concrete."

3.5 GROUTING

- A. Install nonmetallic nonshrink grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's printed instructions.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms for placement of grout, as required.
- D. Avoid air entrapment when placing grout.
- E. Place grout to completely fill equipment bases.
- F. Place grout on concrete bases to provide a smooth bearing surface for equipment.
- G. Place grout around anchors.
- H. Cure placed grout according to manufacturer's printed instructions.

END OF SECTION

SECTION 15100

PROCESS AND UTILITY PIPING, FITTINGS, VALVES AND ACCESSORIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work included in this Section consists of furnishing all labor, equipment and materials and in performing all operations necessary for the construction or installation of all process and utility piping, valves, valve boxes and all castings and appurtenances within, complete and ready for operation as shown on the Drawings and specified herein.

1.02 QUALITY ASSURANCE

A. Construction Requirements:

1. All underground lines shall be installed with at least 30 inches of cover or as detailed on the drawings.
2. For underground utilities changes in pipe alignment and use of fittings may be allowed, subject to approval of the Engineer as to layout. Deflection shall not exceed 80 percent of the maximum allowable deflection as stated in the pipe manufacturer's installation instructions.

B. Pipe Inspection:

1. The Contractor shall obtain from the pipe manufacturers a certificate of inspection to the effect that the pipe and fittings supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. Certification shall be stamped with corporate seal.
2. All pipe and fitting shall be subject to visual inspection at time of delivery by rail or truck and also just before they are lowered into the trench to be laid. Joints or fittings that do not conform to these specifications will be rejected and must be removed immediately by the Contractor.
3. The entire product of any plant may be rejected when, in the opinion of the Engineer, the methods of manufacture fail to secure uniform results, or where the materials used are such as to produce inferior pipe or fittings.

1.03 SUBMITTALS

A. Shop Drawings:

1. In general six (6) copies of the following shop drawings shall be submitted to the Engineer for approval prior to construction:
 - a. Mill test certificates or certified test reports on pipe and fittings
 - b. Details of restrained and flexible joints
 - c. Valve vaults
 - d. Valve boxes
 - e. All gate, plug, ball, solenoid, check valves, and automatic air release valves
 - f. Couplings
 - g. Service saddles, curb, & corp stops.
 - h. Flexible expansion joints
 - i. Pressure gauges
 - j. Identification tape
 - k. Joint lubricant
 - l. Detailed piping layout drawings and pipe laying schedule
 - m. Temporary plug and anchorage system for hydrostatic pressure test
 - n. Tie rods
 - o. Reduces pressure backflow preventers.
2. A separate shop drawing submittal will be required for each major item listed above and for each different type of an item within a major item. For example, separate submittals will be required for gate, plug, ball, solenoid, check and automatic air release valves. All submittals shall be in accordance with the General Conditions and the Supplementary Conditions.

B. Acceptance of Material:

1. The Contractor shall furnish an Affidavit of Compliance certified by the pipe manufacturer that the pipe, fittings and specials furnished under this Contract comply with all applicable provisions of current AWWA and

ASTM Standards and these Specifications. No pipe or fittings will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

2. The Owner reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

C. Operation and Maintenance Manuals:

1. Submit copies of operation and maintenance manuals for all the items requiring routine maintenance.

1.04 DELIVERY, STORAGE AND HANDLING

- A. During shipping, delivering and installing pipe, fittings, valves, backflow preventers, and accessories, they shall be handled in such manner as to ensure a sound undamaged condition.
- B. Particular care shall be taken not to damage the pipe coating.
- C. Insides of valves and backflow preventers shall be kept free of dirt and debris.

1.05 JOB CONDITIONS

A. Water in Excavation:

1. Water shall not be allowed in the trenches while underground pipes are being laid and/or tested. The Contractor shall not open more than 100' of trench than the available pumping facilities are able to dewater to the satisfaction of the Engineer. The Contractor shall assume responsibility for disposing of all water so as not to interfere with the normal drainage of the territory in which he is working.
2. In no case shall the pipelines being installed be used as drains for such water, and the ends of the pipe shall be kept properly and adequately plugged during construction by the use of approved stoppers and not by improvised equipment. All necessary precautions shall be taken to prevent the entrance of mud, sand, or other obstructing matter into the pipelines. If on completion of the work any such materials have entered the pipelines, it must be cleaned as directed by the Engineer so that the entire system will be left clean and unobstructed.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile Iron Pipe: Ductile iron pipe shall be domestically (USA) produced and conform to the requirements of ANSI/AWWA C150/A21.50, latest revision. The minimum thickness class for all pipe greater than 12" diameter shall be pressure Class 250, and all pipe 12" or less in diameter shall be pressure Class 350.

Pipe shall have a minimum rated water working pressure of 250 psi and shall be furnished in laying lengths of 20 feet or less, unless specifically shown otherwise on the Drawings. The pipe shall be lined and coated as specified below.

1. Interior Lining for Raw Activated Sludge (RAS), Sludge Lines and Force Mains: Ductile iron fittings and specials shall be coated with 40 mils nominal dry film thickness of Protecto 401 or approved equal in accordance with the manufacturers recommended actions.
 2. Interior Lining for Potable and Reclaimed Water Piping: Ductile iron pipe, fittings and specials shall be cement lined in accordance with ASNI/AWWA C104, current revision, "Cement-Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water". The cement lining shall have a standard thickness and after curing the lining shall have a seal coat of bituminous material in accordance with ANSI/AWWA C104, current revision.
 3. Exterior Coatings: The exterior of ductile iron pipe fittings and specials to be installed underground shall be coated at the factory with standard bitumastic coating.
 4. Polyethylene Encasement: Where indicated the Contractor shall utilize polyethylene encasement in accordance with ANSI/AWWA C105-T1. The polyethylene shall conform with ASTM D-1248-68 and be color coded to the service application.
 5. Ductile iron pipe, fittings and specials to be installed aboveground shall be furnished with a shop applied primer on the exterior. The shop primer shall be as specified in accordance with manufacturers recommendations.
- B. Fittings: Fittings for ductile iron pipe shall be domestically (USA) produced either mechanical joint, restrained joint or flanged joint as indicated on the Drawings and shall have a minimum working pressure of 250 psi. Fittings shall be ductile iron and shall conform to ANSI/AWWA C110, ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions for flanged and mechanical joint pipe. Fittings shall be coated and lined as specified above for ductile iron pipe. The

rubber gaskets for flanged, mechanical, and push on joints shall be as described below.

- C. Push-On Joints: Pipe using push-on joints shall be in strict accordance with ANSI/AWWA C111, latest revision and shall be as manufactured by American Cast Iron Pipe Company (Fastite Joint), United States Pipe Company (Tyton Joint), or Clow Corporation (Super Bell Tite Joint). Jointing materials shall be provided by the pipe manufacturer and installation shall be in strict accordance with the manufacturer's recommended practice.
- D. Mechanical Joints: Jointing materials for mechanical joints shall be provided by the pipe and fitting manufacturer. Materials assembly and bolting shall be in strict accordance with ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.
- E. Flanged Joints: Flanges shall be American Standard for 125 pound steam pressure with any special drilling and tapping as required to insure correct alignment and bolting. Gaskets shall be rubber full face type, minimum thickness of 1/8 inch. Flanged joints shall be made with bolts and nuts, studs with a nut on each end, or studs with nuts where the flange is tapped.

The number and size of bolts shall conform to the same American National Standard as the flanges. Unless noted otherwise, bolts and nuts shall be Grade B conforming to the ASTM Specifications for Steel Machine Bolts and Nuts and Tap Bolts, Designation A 307. Bolts and studs shall be of the same quality as machine bolts. Bolts and nuts shall have hexagonal heads. Where noted on the Drawings or where flanges are underground, stainless steel nuts and bolts shall be used for flanges. Stainless steel shall be Type 316 in accordance with ASTM A320, Class 2.

- 1. Machined Surfaces: Machined surfaces shall be cleaned and coated with a suitable rust preventative coating at the shop immediately after being machined.
- F. Restrained Joints: Restrained joints shall be provided for all buried piping systems at the location required to restrain the system thrust. Pipe joints and fitting shall be restrained as specified below.
 - 1. Manufactured Restrained Joints: Manufactured restrained joints shall be Flex-Ring, Lok-Ring or Lok-Fast manufactured by the American Cast Iron Pipe Company, Lok-Tyte or Tr-Flex Type manufactured by the United States Pipe Company as manufactured by McWane, or an equal approved by the Engineer. Joints shall be manufacturer's standard specifically modified push-on type joints with joint restraint provided by ductile iron

retainer rings joined together by corrosion resistant, high strength steel tee head bolts and nuts or with joint restraint provided by a welded on retainer ring and a split flexible ring assembled behind the retainer ring.

Restrained joint pipe and fittings shall be ductile iron only and shall comply with applicable portions of this specification. Manufactured restrained joints shall be capable of deflection during assembly. Deflection shall not exceed 80 percent of the manufacturer's recommendations.

Tee head bolts and nuts for restrained joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan, or an equal approved by the Engineer.

2. Alternate Restrained Joints:

- a. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with mechanical joints may be restrained using a follower gland which includes a restraining mechanism. When actuated during installation, the restraining device shall impart multiple wedging action against the pipe wall which increases resistance as internal pressure in the pipeline increases. The pipe must be suitable for use with the proposed device.

The joint shall maintain flexibility after installation. Glands shall be manufactured of ductile iron conforming to ASTM A536 and restraining devices shall be of head treated ductile iron with a minimum hardness of 370 BHN. The gland shall have standard dimension and bolting patterns for mechanical joints conforming to ASNI/AWWA C111 and C153, latest revisions.

Tee head bolts and nuts shall be manufactured of corrosion resistant, high strength, low alloy CORTEN steel in accordance with ASTM A242.

The restraining wedges shall have twist off nuts to insure proper torque. The mechanical joint restraint device shall have a minimum working pressure rating of 250 psi with a minimum safety factor of 2 to 1 and shall be MEGALUG^R as manufactured by EBBA Iron, Inc.. No other retainer gland type device will be acceptable. After installation prior to backfilling, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

- b. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with push on joints may be restrained using a restraining gasket similar to the "Field Lok" gasket manufactured by U.S. Pipe & Foundry. The device must be suitable for the pipe and pressure rating intended and is subject to approval by the Engineer. The required length of restrained joint pipe shall be provided on either side of all valves and fittings employing restraining devices. Restrained lengths shall be calculated per DIPRA standards based on Type II laying conditions and an operating pressure of 150 psi, unless otherwise indicated.

2.02 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. Gravity Drainage Piping: PVC pipe used for gravity drainage piping installed underground shall be SDR 26 pipe. Fittings shall be as specified in Section 02550.
- B. Small PVC Pressure Piping: Unless otherwise specified, all PVC pressure pipe smaller than 4 inches nominal diameter shall be Schedule 80 PVC or Endot Endpure HDPE, (as shown). Schedule 80 pipe shall have either solvent welded or threaded joints. PVC pressure pipe shall bear the approved seal of the National Sanitation Foundation (NSF). PVC pipe that is exposed to sunlight shall be manufactured with additives to provide resistance to ultraviolet deterioration. No glued joint pipe shall be installed below ground, unless otherwise specified. All water pipe to be Class 200 (DR 21) gasketed bell and spigot pipe blue in color.
- C. Fittings: Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All solvent welded or threaded joints shall be watertight.
- D. Flanges: Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with either solvent welded or threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively. Gaskets shall be neoprene, full faced type with a minimum thickness of 1/8 inch. Nuts and bolts shall be hexagonal with machine threads, manufactured of Type 316 stainless steel in accordance with ASTM A320, Class 2. Type 316 stainless steel flat washers with lock washers shall be used against PVC flanges.
- E. Solvent Cement: PVC solvent cement shall be in compliance with ASTM D2564 and in accordance with the pipe manufacturer's recommendations.
- F. Thread Lubricant: Lubricant for Schedule 80 threaded joints shall be Teflon tape only.

- G. Polyvinyl Chloride Pipe 4 Inches and Larger in Size for Pressure Service: Polyvinyl chloride pipe for nominal diameters 4 inches to 12 inches in size shall conform to the requirements of AWWA C900 with a dimension ratio of DR 18, pressure class 150, and gasketed integral bell ends. For PVC pipe larger than 12 inches for pressure service, the pipe shall conform to the requirements of AWWA C-905 with a minimum DR of 25, pressure rating of 165 psi, with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 150 psi and with not less than a 4 to 1 sustained hydrostatic pressure safety factor. Fittings for C-900 PVC pipe shall be ductile iron fittings with restrained joint ends for potable water or reclaimed water lines, and restrained PVC fittings for sanitary force mains.
- H. All PVC pipe installed shall be color coded for the service intended. Potable water piping shall be extruded blue, reclaimed water shall be lavender, force main white, and gravity sewer green. Care shall be taken to avoid exposure to sunlight. Pipe should be marked for its use in three places on the pipe barrel.
- I. Joints (4 Inches and Larger PVC Pipe):
1. Bell and Spigot:

Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket with conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F477 "Elastomeric Seals (Gaskets) for Joining Plastic Pipe". PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Engineer.
 2. Restrained Joints:

Where indicated on Drawings, to prevent pipe joints and fittings from separating under pressure, pipe joints and fittings shall be restrained as follows:

 - a. PVC pipe bell and spigot joints shall be restrained with EBBA Iron MEGALUG^R Series 1500 Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.
 - b. Cast iron mechanical joint fittings used with PVC pipe shall be restrained with the EBBA Iron MEGALUG^R Series 2000 PV

Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.

- c. Thrust **Blocking**. Provided concrete reaction or thrust backing on all pressure pipe lines four (4) inches in diameter or larger (except those having flanged joints or restrained joints) at all tees, plugs, caps, and at bends deflecting 222E or more, or movement shall be prevented by attaching suitable metal rods or straps as directed by the Engineer. Concrete used for this purpose shall be Class "C". Reference reaction blocking table shown on construction plan details.
- d. Joint restraint. Push on joints on either side of valves and fittings restrained by mechanical restraining devices shall be restrained with "Uni-Flange" mechanisms. The number of restrained joints shall be determined by DIPRA methods and a laying schedule shall be provided for approval by the Engineer prior to installation of joint restraint.

2.03 PVC FITTINGS (4 INCHES AND LARGER PVC PIPE)

- 1. Fittings shall be PVC and manufactured of the same design as the PVC pipe. PVC fittings 4 inches through 36 inches shall be PVC injection molded made of materials meeting or exceeding the requirements of cell class 12454-B material as defined in ASTM D1784. Fittings shall be manufactured with pipe that meets or exceeds AWWA C-905 standard. All PVC fittings must comply with or exceed ANSI/AWWA C907, Uni-B-12, Uni-B-14 standards. All PVC fittings must be certified by CSA to the CSA B137.3 standard as third party certification. The fittings must be of the same design as the PVC pipe with an HDB of 4000 psi and minimum SDR 25 wall thickness design. All fittings must have UL-FM approval, and shall comply with or exceed all ASTM Standards for fittings. Fittings must have NSF-61 certification for contact with potable water. PVC fittings shall be pressure rated to 165 psi or greater.
- 2. All restrained joint systems shall be pressure rated the same as the PVC pipe and fittings. All components of the restraint system shall meet or exceed all requirements of ANSI/AWWA C-111/A21.11 latest revision. Restraints shall provide a full 360 degree contact on the pipe with sufficient gripping action to secure the clamp to the pipe and be designed so that the restraint action is increased as a result of increases in the line pressure. Restraint devices for PVC pipe and fittings shall consist of split restraint ring installed on the spigot, connected to a split ring which seats behind the gasket race of the fitting. The

split restraint ring shall incorporate a series of machined serrations (not 'as cast') on the inside diameter to provide positive restraint, exact fit and 360 degree contact and support of the pipe wall. The two halves of the split backup ring shall interlock without the need for additional bolts and shall form a beveled leading edge to assure exact fit behind the fitting gasket race. Restraint devices shall be of ductile iron, ASTM A536, Grade 65-45-12 and connecting bolts shall be of high strength, low alloy material in accordance with ASNI/AWWA C111/A21.11. Restraint devices shall be Uni-Flange 1300 series or other approved restrained joint devices.

2.04 WALL SLEEVES, SEALS, PIPES AND NON-STANDARD CASTINGS

- A. Wall Sleeves: Wall sleeves shall be of cast iron, ductile iron or carbon steel. The sleeve shall be hot dipped galvanized after fabrication and shall have a water stop located in the center of the wall. Sleeves shall be provided with seals and shall be sized as required for the installation of seals. Sleeves shall terminate flush with finished surfaces of walls and ceilings, and shall extend 2 inches above the finished floor unless otherwise shown on the Drawings.
 - 1. Wall sleeves shall be installed for all piping passing through building walls and floors, except where noted on the Drawings. Sleeves shall be of sufficient size to pass the pipe without binding. Escutcheons shall be provided at walls and floor to completely conceal the sleeves smaller than 3 inches. Escutcheons shall be 304 SS split-type.
- B. Wall Sleeve Seals: Wall sleeve seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cause the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. The synthetic rubber shall be suitable for exposure to sludge and groundwater. Bolts, nuts and hardware shall be 18-8 stainless steel. The seals shall be Link Seal as manufactured by Thunderline Corporation or equal, and the wall sleeve and seal shall be sized as recommended by the seal manufacturer.
- C. Wall Pipes: Wall pipes shall be of the size and types indicated on the Drawings. All wall pipes shall be of ductile iron and shall have a central fin not less than 2 inch thick and the same diameter as the bolting flange cast midway of the length to form a water stop. Each wall pipe shall be of the same grade, thickness and interior coating as the piping to which it is joined. Those portions of the wall pipes that are buried shall have a coal tar epoxy outside coating.
- D. Non-Standard Fittings and Castings: Fittings having non-standard dimensions and cast especially for this project shall be of an approved design. Fittings shall

be manufactured to meet the requirements of the same specifications and shall have the same diameter and thickness as standard fittings but laying lengths and types of ends shall be determined by positions in the pipelines and by the particular piping to which it is connected. Flange facing and drilling shall conform to the 125 pound American National Standards Institute. Where require, flanges shall be drilled and tapped for studs. Other dimensions shall be substantially equal to corresponding parts of standard bell and spigot fittings.

2.05 PIPE COUPLINGS

A. Couplings:

1. Pipe couplings used to joint two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. Pipe couplings shall be bolted type with steel middle ring and end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.
2. All carbon steel parts of the coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12 mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc.
3. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.
4. Bolts shall be manufactured of high strength Type 304 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.
5. Couplings shall be Style 38 as manufactured by Dresser Industries, Inc. or an equal approved by the Engineer.

2.06 PVC BALL AND BALL CHECK VALVES

- ### A. PVC Ball Valves:
- All PVC ball valves 2 inch through 4 inch in size shall be of a one piece capsule type manufactured of Type 1, Grade 1 PVC. Ball valves shall be true union design with two-way blocking capability and shall have solvent welded socket or NPT threaded ends. Ball valves shall have Teflon seats with Viton backing cushions and Viton O-ring seals, and shall be designed for a 150 psi water working pressure at 120EF. Valves shall be supplied with ABS lever operating handles. PVC ball valves shall be manufactured by Asahi/America, or equal approved by the Engineer.

- B. PVC Ball Check Valves: All PVC ball check valves 1 inch through 2-1/2 inch in size shall be of a solid thermoplastic construction manufactured of Type 1, Grade 1 PVC. Ball check valves shall be true union design with solvent welded socket or NPT threaded ends. Ball check valves shall be furnished with a solid thermoplastic ball. Ball seat shall be Teflon coated Viton. The same seal shall function as both the ball seat and the union seal. PVC ball check valves shall be designed for a 150 psi water working pressure at 120EF. Valves shall be manufactured by Asahi/America, or an equal approved by the Engineer.

2.07

GATE VALVES

- A. Bronze Gate Valves: Gate valves installed aboveground, less than 2 inches in size and smaller, shall be Class 150 all bronze valves conforming to Fed. Spec. WW-V-54d, Type I, Class B designed for a non-shock water pressure of 300 psi. Bronze for valve body and internals shall be in accordance with ASTM B16.18. Valves shall be furnished with screwed ends, hand wheel operator, non-rising stem, one-piece solid wedge disc and screwed bonnet. Valves shall be as manufactured by Crane, Powell or an approved equal. The minimum weight of valves shall be as follows:

Valves Size (inches)	Valve Weight (inches)
2	1.0
3/4	1.5
1	2.5
13	3.6
12	4.6

- B. **Ductile** Iron Gate Valves:

1. Ductile iron gate valves shall open by turning to the left (counter-clockwise), when viewed from the stem. When fully open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Operating nut or hand wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's distinctive marking, pressure rating and year of manufacture cast in the body. Prior to shipment from the factory, each valve shall be tested by applying to it a hydrostatic pressure equal to twice the specified working pressure. Hydrostatic and leakage tests shall be conducted in strict accordance with ANSI/AWWA C509, latest revisions.
2. Gate valves with nominal sizes from 2 to 24 inches shall conform to ANSI/AWWA C509/C515, latest revision, and shall be designed for a minimum working pressure of 250 psi. Valves 16" and larger shall be AWWA C515 resilient seat only. Valves shall be ductile iron body resilient seat type with O-ring stem seals. The valve stem, stem nut,

glands and bushings shall be manufactured of zinc free bronze. Valve disc shall be constructed to assure uniform seating pressure between disc seat ring and body seating surface. Resilient seat of valve shall be formed by a special corrosion and chloramine resistant, synthetic elastomer which is permanently bonded to and completely encapsulates a ductile iron valve disc. Interior of valve body shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating. Exterior surfaces shall be coated as specified hereinafter. Resilient seated type gate valves shall be as manufactured by U.S. Pipe or equal.

3. Valve Joints: All gate valves shall have either mechanical joint, restrained joint or flanged ends to fit the pipe run in which they are to be used. Gate valves installed on push on joint pipe shall have mechanical joint ends unless otherwise specified.
4. Valve Operators: Gate valves shall open left (counter-clockwise) when viewed from the stem. Unless otherwise shown on the Drawings or specified herein, gate valves shall have non-rising stems. Buried gate valves shall be furnished with a 2 inch square AWWA standard nut operator with a valve box and cover. Gate valves located aboveground or inside structures shall be furnished with a hand wheel operator which shall have an arrow cast in the metal indicating the direction of opening. Gate valves used as isolation valves for reduced pressure backflow preventers shall be of the open screw and yoke (OS&Y) design with a hand wheel operator.
5. Exterior Valve Coatings: All exterior surfaces of iron body gate valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated units, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation, aboveground valves shall be finish painted in accordance with manufactures recommendations.

2.08

PINCH CHECK VALVES

- A. Valves are to be of the flow operated check type with flanged joint ends on both check sleeve and metal body. Port areas shall be 100% of the mating pipe port

area. The port area shall contour down to a duckbill which shall allow passage of flow in one direction and prevent reverse flow in the other direction. The flexible duckbill sleeve shall be one piece rubber construction with fabric reinforcement. The flange shall be drilled to ASNI B16.1, Class 125/ANSI B16.5 Class 150 standard. Valve body shall be drilled and tapped for flushing connection on top and bottom of the housing. Valve body shall be two piece split body construction. The two halves shall be sealed by diamond shaped cross section rubber gaskets permanently locked by a groove cast in the valve body. Company name and location shall be cast onto the valve body. The valve shall be designed for a maximum back pressure of 100 psi. The valve shall be red valve series 33 or equal.

- B. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.
- C. Exterior Valve Coating: All exterior surfaces of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

2.09 PLUG VALVES

- A. General: Plug valves shall be non-lubricated eccentric type with flanged or mechanical joint ends as specified below. Valves shall open by turning to the left (counter-clockwise), when viewed from the stem. Port area of valves shall be a minimum of 80 percent of full pipe area. Valve pressure ratings, body flanges and wall thicknesses shall be in full conformance with ASNI B16.1, latest revision. Valves shall seal leak-tight against full rated pressure in both directions. Prior to shipment from the factory, each valve shall be hydrostatically tested as follows: Valve seats shall be tested to provide leak tight shut off to 175 psi for valves through 12 inch and 150 psi for valves 14 inches and larger, with pressure in either direction. In addition, a hydrostatic shell test shall be performed with a plug open to a pressure twice that of rating specified above to demonstrate overall pressure integrity of the valve body. Plug valves shall be eccentric plug valves as manufactured by DeZurik, Milliken, or approved equal.

- B. Eccentric Plug Valves: Eccentric plug valves shall be Series 100 as manufactured by DeZurick or equal. Valve bodies shall be constructed of high strength cast iron conforming to ASTM A126, Class B and AWWA C504, latest revisions. Valve bodies shall be cast with raised eccentric seats which have a corrosion resistant welded in overlay of not less than 90 percent pure nickel on all surfaces contacting the plug face. Valve seats shall be in accordance with AWWA C504 and AWWA C507, latest revisions. Valves shall be furnished with resilient faced plugs with Neoprene facing, suitable for use with sludge. Valves shall be furnished with replaceable, permanently lubricated, stainless steel, sleeve-type bearings in the upper and lower plug stem journals. Plug stem bearings shall comply with AWWA C504 and C507, latest revisions. Valves shall be bolted bonnet design. Valves shaft seals shall be designed so that they can be repacked without removing the bonnet and the packing shall be adjustable. Packing material shall be Buna-Vee type packing. Valve shaft seals shall be in accordance with AWWA C504 and AWWA C507, latest revisions. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.
- C. Interior Valve Lining: All interior ferrous surfaces of the valve that will have contact with the leachate except the valve seating surfaces shall be coated with a factory applied, fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revisions. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust, oil and grease before coating.
- D. Exterior Valve Coating: All exterior surfaces of plug valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed above ground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.
- E. Valve Joints: All plug valves installed aboveground, in valve vaults or on flanged piping shall have flanged ends. Flanges shall comply with facing, drilling and thickness of ANSI Standards for Class 125 dimension. Nuts and bolts for flanged connections in valve vaults or corrosive atmospheres shall be Type 316 stainless steel in accordance with ASTM A320, Class 2. Nuts and bolts for aboveground installations or non-corrosive atmospheres shall be carbon steel in accordance with ASTM A307, Grade B. All buried plug valves shall have mechanical joint ends with dimensions, bolting patterns and assembly in strict accordance with ANSI/AWWA C111, latest revision. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN-A, high strength, low alloy, corrosion

resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.

F. Mechanical Valve Actuators:

1. All plug valves installed in valve vaults or buried underground shall have actuators designed for buried and submerged service. Valves shall have seals on all shafts and gaskets on valve and actuator covers to prevent entry of water and dirt. Actuator mounting brackets for buried and submerged service shall be totally enclosed and shall have gasket seals. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.
2. All plug valves 6 inch in size and larger shall be furnished with mechanical gear actuators. Gear actuators shall be furnished with AWWA Standard 2 inch square operating nuts for buried valves, or hand wheel, chain wheel or 2 inch square nut operators for aboveground or valve vault installation, as shown on the Drawings. Gear actuator shall be sized for the maximum pressure differential across the valve, equal to the pressure rating of the valve. All gearing shall be enclosed in high strength cast iron housing, suitable for running in a lubricant. Housing shall be provided with seals on all shafts to prevent the entry of dirt and water into the actuator. Actuator shaft and quadrant shall be supported on permanently lubricated bronze bearings. Actuator shall clearly indicate valve position for aboveground and valve vault installations and an adjustable stop shall be provided to set closing torque. Actuator shall be capable of withstanding an over-torque without damage up to 450 foot pounds for 2 inch square nut operators and to 300 foot pounds for hand wheel or chain wheel operators.
3. Four inch and smaller aboveground valves shall be furnished with manual actuators, one-quarter turn to open. Actuator shall be supplied with an AWWA Standard 2 inch operating nut with a standard valve operating lever.

2.10 BUTTERFLY VALVES

- A. General: All butterfly valves shall be of the tight closing, rubber seat type with rubber seats that are securely fastened to the valve body or disc. No metal to metal seating surfaces will be permitted. Valves shall be bubble tight at rated pressures with flow in either direction, and shall be satisfactory for applications involving throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity and for buried installation. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full requirements of AWWA Standard C 504 for Class 150B, short body, flanged or mechanical joint as required. Wafer

design valves are not acceptable, except when indicated on the Drawings. The manufacturer shall have manufactured tight closing, rubber seat butterfly valves for a period of at least five years. All valves shall be Henry Pratt Company, DeZurik, [Mueller](#), or equal.

- B. Valve Body: Valve bodies shall be constructed of cast iron ASTM A126 Class B or ASTM A48 Class 40. Ends shall be mechanical joint for buried service and flanged for aboveground use. Flange drilling shall be 125 pound in accordance with ANSI B16.1. Two trunnions for shaft bearings shall be integral with each valve body. When disc has the rubber seat, the valve body shall have a 18-8 Type 304 stainless steel body seat. The port diameter shall be no smaller than one inch less than the nominal valve size.
- C. Valve Shaft: The valve shaft may consist of a one piece unit extending completely through the valve unit or may be the "stub shaft" type. Materials to be stainless steel 18-8 Type 304.
- D. Valve Discs: Valve discs shall be constructed either of cast iron ASTM A126 Class B, ductile iron ASTM A536 or cast iron ASTM A48 each with Type 316 stainless steel seating edge or the entire disc may be constructed of cast 316 stainless steel. The stainless steel seating edge is not applicable to rubber seat disc type valves.
- E. Valve Seats: Valve seats shall be of a synthetic or natural rubber compound and any be mounted on the valve body.
- F. Valve Bearings: Valves shall be fitted with sleeve type bearings. Bearings shall be corrosion resistant and self-lubricating.
- G. Valve Packing: Packing shall be self-adjusting Chevron type or of the O-ring type.
- H. Interior and Exterior Valve Coatings: The valve shall be coated similarly as described in Section 2-05 C and D.

2.11 SWING CHECK VALVES

- A. Swing check valves 2-inch through 12-inch in size shall conform to AWWA C-508, latest revision, and shall be designed for a minimum water working pressure of 150 psi. Check valves shall have cast iron body, swing type and ends shall be flanged, Class 125 in accordance with ANSI B16.1 When open, the valve shall have a straight way passage with a minimum flow area equal to the full pipe area. Swing check valves shall be completely bronze fitted with renewable bronze seat ring and a rubber faced disc; valve hinge pin shall be stainless steel. Check valves shall be supplied with an outside lever and weight.

- B. Swing check valves shall absolutely prevent the return of water back through the valve when the inlet pressure decreases below the downstream pressure. The check valve shall be constructed such that the disc and body seat ring may be easily removed and replaced without removing the valve from the line. Each valve shall be hydrostatically tested at the factory, at a test pressure of 300 psi.
- C. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C-550, latest revision. Coating shall be holiday-free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.
- D. Exterior Valve Coating: All exterior surfaces of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

2.12 SERVICE SADDLES AND CORPORATION STOPS

- A. Service Saddles: Service saddles shall have ductile iron bodies in accordance with ASTM A536, latest revision, with double stainless steel straps. Bodies shall be brass or ductile iron, body shall have a fusion bonded nylon coating with a minimum thickness of 12 mils. Straps shall be Type 304 stainless steel with premium grade Type 304 L stainless steel bolts and Type 304 stainless steel washers and nuts. The nuts shall be Teflon coated. The gasket material shall be an elastomeric compound resistant to degradation by oil, natural gas, acids, alkalies, most aliphatic fluids and leachate. The outlet of the saddle shall have NPT threads. Service saddles shall be Rockwell No. 317, Ford or an equal approved by the Engineer.
- B. Corporation Stops: Corporation stops shall be all bronze construction in accordance with AWWA C80, latest revision. Inlet threads shall be NPT iron pipe threads and the outlet connections shall be of the packed joint type suitable for use with Schedule 80 PVC pipe. Corporation stops shall be Ford Ball Corp Type FB 1102, McDonald or an equal approved by the Engineer.
- C. Polyethylene Tubing. Service tubing shall be nominal wall polyethylene tubing conforming to the requirements of ASTM D-2737 and AWWA C-901. Tubing

shall be manufactured from prime virgin PE-3408 high density polyethylene (HDPE) resin. Each coil of tubing shall be spiral wrapped with four (4) inch wide black .004 polyethylene film with minimum 2% carbon black content to shield the tubing from ultraviolet and violet light. Reclaimed water service tubing shall be lavender in color.

- D. Tubing shall be DR 9.0 CTS OD and supplied in 100 foot rolls. Tubing shall conform to all requirements set forth in AWWA C901. Tubing shall be marked with the following information at not more than 5 foot intervals: nominal size, material code designation, dimension ratio and diameter base, AWWA pressure class, AWWA designation and manufacturer's name or trademark and product record code.
- E. Fittings for use with polyethylene (PE) tubing shall be brass containing a pressure sealing O-ring and unidirectional grip ring and shall be designed for "press-on" or "stab-on" installation, and manufactured by Ford Meter Box Company.

2.13 SOLENOID VALVES

- A. Solenoid valves shall be 2 way type for normally closed operation designed for not less than a 150 psi water working pressure. The valves shall have forged stainless steel Series 300 bodies for 3/4 inch and smaller and brass bodies for 1 inch and larger with NPT threaded ends, Buna N seals/disks and NEMA 4X Red hat II solenoid enclosures. The valves shall operate on 120 VAC power, shall have threaded conduit hubs, standby manual operators and shall not require a minimum operating pressure differential for standby operation. The valves shall be provided with a manual override. The valves shall be Series 8210G for 3/4 inch and smaller and Series 8221G for one inch and larger as manufactured by Automatic Switch Company or approved equal.

2.14 FLEXIBLE EXPANSION JOINTS

- A. Flexible expansion joints shall be of the molded wide arch design manufactured of chloroprene (neoprene) rubber with polyester reinforcement. Chloroprene (neoprene) body shall be supplied with a hypalon coating. Joints shall be flanged suitable for 150 psi water working pressure and in accordance with ANSI B16.1 dimensions and bolting patterns. Flanged ends shall be furnished and galvanized, split ductile iron retaining rings.
- B. Provide limit restraint bolts on all pump suction and discharge lines. Expansion joints 6 inches and larger in size shall have a minimum of four limit restraint bolts. Restraint bolts and nuts shall be Type 304 stainless steel.
- C. Minimum performance for flexible expansion joints shall be as follows:

Size (in.)	Axial Compression (inches)	Axial Elongation (inches)	Lateral Angular Deflection (inches)	Deflection (degrees)
2	1-3/4	3/4	3/4	30
3	d.o.	d.o.	d.o.	30
4	d.o.	d.o.	d.o.	25
5	d.o.	d.o.	3/4	25
6	d.o.	d.o.	1	20
8	d.o.	d.o.	d.o.	20

- D. Flexible expansion joints shall be Style 1015 Maxi-Joint as manufactured by General Rubber Corporation, Style 100 Metrasphere as manufactured by the Metraflex Company or an equal approved by the Engineer. Flexible joints for pump suction and discharge piping shall be designed for leachate service at 250 degrees F.

2.15 PRESSURE GAUGE ASSEMBLIES

- A. Pressure gauges shall have the following design features: glycerine filled, 2 inch dial, aluminum dial with black numerals on white background, Type 316 stainless steel bourdon tube and movement, 300 series stainless steel case and ring, safety glass lens, threaded lens retaining ring, adjustable pointer with over-pressure stop and zero pointer stop, blowout protection, 2 inch Type 316 stainless steel stem mounting and 1.0 percent accuracy based on full scale. Provide Type 316 stainless steel pressure snubbers on all gauges not protected by seals. Pressure gauges shall be as manufactured by U.S. Gauge, Ashcroft, Marshalltown, Marsh, or approved equal.
- B. Pressure Gauge Service and Ranges: Pressure gauges shall be furnished for the following services with the indicated ranges. Diaphragm seals shall be furnished for gauges as indicated.

2.16 VALVE BOXES

- A. Furnish, assemble, and place a valve box over the operating nut for each buried valve. The valve box shall be designed so as to prevent the transmission of surface loads directly to the valve or piping.
- B. Valve boxes shall be of the adjustable slide type of suitable length with an interior diameter of not less than 5 inches. The valve boxes shall be manufactured of cast iron and shall be of the two piece design including a bottom section and top section with cover. The cast iron cover shall be shaped and labeled for the appropriate service designation. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below finished grade.

- C. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM 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 cover and the top section shall be machined so that the cover will not rock after it has been seated.
- D. The valve boxes shall be coated inside and outside with an asphaltic coating prior to machining, so that the machined seating surfaces will be free of any coating. Cast iron valve box assemblies shall be Clow Corp. No F2452, Tyler Corp. Series 6855 or 6865 or an approved equal.
- E. Valve extension stems shall be provided for all buried valves when operating nut is deeper than 3 feet below final grade.

2.17 PIPE AND VALVE IDENTIFICATION SYSTEMS

- A. Not Included

2.18 GLOBE VALVES AND ANGLE VALVES

- A. Globe valves and angle valves shall be suitable for throttling flows of liquid, oil, gas and air lines. Valves shall have end connections as indicated on the Drawings and shall be suitable for a working pressure of not less than 150 psi.
- B. Each valve shall have self-lubricating TFE-impregnated asbestos packing to provide a tight stem seal. Valves shall have a removable bonnet in order to facilitate dismantling and reassembly of the valves.
- C. Globe valves shall be Crane Model No. 1, Stockham Valves Figures B-16, or equal. Angle valves shall be Crane Model No. 2, Stockham Valves Figure B-216, or equal.

2.19 PRESSURE REGULATING VALVE

- A. Pressure regulating valves shall be of bronze body construction, seat shall be of stainless steel, and diaphragm shall be Buna N.
- B. Regulator shall have a maximum pressure limit of 100 psi and the pressure reduction range shall be to 5 psi for all the services except for belt wash water. The maximum and minimum pressure variation range for the belt wash water shall be per gravity belt supplier's recommendations. The regulator shall be a direct acting, spring loaded, diaphragm type for hydraulic operation, and shall be capable of delivering a constant pressure. An adjusting screw shall be easily accessible for changing the outlet pressure.

- C. Valves shall be installed in strict accordance with the manufacturer's recommendations. The manufacturer shall be Watts, or equal.

2.20 TIE RODS

- A. When prior approval is obtained from the Engineer, ductile iron pipe, fittings, and valves may be restrained using tie bolt joint restraint. Joint restraint materials for this method of restraint shall be the Super-Star SST Series Joint Restraint Joint System as manufactured by Star National Products, a Division of Star Industries, Inc., Columbus, Ohio, or an equal approved by the Engineer.
- B. All bolts, nuts, washers, tie rods and other fasteners for the joint restraint system shall be manufactured of CORTEN high strength, low alloy, corrosion resistant steel in conformance with ASTM A242. Tie bolts shall be manufactured of heat treated CORTEN steel. Tie rods and all fasteners for the system shall be galvanized in conformance with the requirements of ASTM A123. Tie rods shall have a minimum diameter of 3/4 inch. The number of tie rods required per joint shall be as recommended by the manufacturer.
- C. Prior to backfilling after installation, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M, for a minimum dry film thickness of 20 mils.

2.21 REDUCED PRESSURE BACKFLOW PREVENTERS

- A. Standards of Construction: Backflow prevention devices shall be manufactured in accordance with AWWA C506, latest revision, American Society of Sanitary Engineering Standards, and the University of Southern California Foundation for Cross Connection Control and Hydraulic Research "Manual of Cross Connection Control", latest edition.
- B. Product Handling: Exercise care in transporting and handling backflow preventers to avoid damage. Inside of backflow preventers shall be kept free of dirt and debris.
- C. Reduced pressure principle backflow preventers shall include an integral sensing system that will automatically open a relief valve whenever the differential pressure between the inlet supply and the reduced pressure zone drops to 2 psi. The relief valve shall remain open until a positive pressure differential of 2 psi is re-established. If pressure upstream of the first check valve drops to atmospheric or below, the relief valve shall remain fully open providing an internal air gap between the first check valve and the water level in the reduced pressure zone. The unit shall also be constructed such that any minor leakage of the second check valve will result in visible flow from the relief valve, even if the first check valve is totally disabled.

- D. Reduced pressure principle backflow preventers shall have all bronze bodies for sizes 22 inches and smaller and all ductile iron bodies for sizes 3 inches and larger. Ductile iron bodies shall be coated with a fusion bonded thermosetting epoxy coating in accordance with AWWA C550 with a minimum, holiday free, coating thickness of 12 mils. The reduced pressure backflow preventer shall consist of two independently operated, spring loaded, wye pattern, poppet type check valves designed for installation in a normal horizontal flow attitude. An independent spring loaded relief valve shall be located between the two check valves. Check valve assemblies, springs and seats and all other internal parts shall be constructed of Type 316 stainless steel. Relief valve body and trim shall be constructed of bronze. Check valve and relief valve seats shall be field replaceable without removing the device from the service line. Backflow preventers shall be designed for a working pressure of 200 psi and a temperature range of 32EF to 140EF. The backflow preventer shall be manufactured as a complete unit including test cocks, and upstream and downstream isolation valves. The test cocks shall be manufactured of bronze and shall be arranged such that the unit can be tested without removing the unit from the line.
- E. Isolation Valves: Reduced pressure backflow preventers shall be furnished complete with isolation valves. For sizes 22 inches and smaller, the isolation valves shall be all bronze ball valves with Buna N O-rings and valve seats, and a lever operating handle. Ball valves shall be in accordance with AWWA C80, latest revision. For sizes 3 inches and larger, the isolation valves shall be resilient seated gate valves with flanged ends and OS&Y hand wheel operators. Gate valves shall be as specified and described hereinbefore.
- F. Exterior Coating: The exterior ferrous surfaces of the reduced pressure backflow preventer and the isolation valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins compatible with the finish coats. Following installation, the backflow preventer unit and aboveground piping shall be finish painted in accordance with manufacturer's recommendations. All surfaces to be coated shall be clean, dry and free of rust, oil and grease.
- G. Acceptable Manufacturers: Reduced pressure principle backflow preventers shall Model 825 as manufactured by Febco, or an equal approved by the Engineer.

2.22 TAPPING SLEEVES AND VALVES

- A. Tapping sleeves shall be designed for a water working pressure of 150 psi and shall be mechanical joint end type. Tap shall be done under pressure and without interruptions of service. Taps shall be tested at factory to 175 psi.
- B. Tapping valves shall be as specified herein under Gate Valves.

- C. The manufacturer shall furnish the services of a supervisor who will direct all operations for the installation of material, attachment of tapping machine and operation of the machine in making the connection. The Contractors shall bear all such rental and supervision costs, and all other related costs.
- D. Tapping sleeves and valves shall be the product of one of the following manufacturers, or equal: Mueller, Clow, M&H.

2.23 FLANGED ADAPTERS (WHEN APPLICABLE)

- A. For joining plain end or grooved end pipe to flanged pipes and fittings.
- B. Adapters shall conform in size and bolt hole placement to ANSI standards for steel and/or cast iron flanges 125 or 150 pound standard unless otherwise required for connections.
- C. Exposed Sleeve Type:
 - 1. Constructed from steel.
 - 2. Coating: In accordance with manufacturer's recommendations.
 - 3. Bolts: Carbon steel.
 - 4. Acceptable Manufacturers:
 - a. Dresser Manufacturing Company - Style 128 for cast iron ductile iron and steel pipes with diameters of two (2) inches through 96 inches.
 - b. Or equal.

2.24 FIRE HYDRANTS

- A. Hydrants shall comply with AWWA Standard C402 "Fire Hydrants for Ordinary Water Works Service", and shall be equipped with a minimum of one (1) pump outlet nozzle 4 2 inches in diameter and two (2) hose nozzles 2 2 inches in diameter. Threads, nozzle caps, operating nuts and color shall conform to City standards. Units shall be traffic types with breakable safety clips, or flange, and stem, with safety coupling located below barrel break line to preclude valve opening. Hydrants shall be dry top. Outlet nozzles shall be on the same place, with minimum distance of 18 inches from center of nozzles to ground line. Valve shall be compressive type with 52 inches minimum opening and hose inlet connection to be 6 inches minimum. Hydrants shall open left by Mueller A-423 or Clow Medallion Hydrant (AWWA C-502). Hydrants must drain.

PART 3 - EXECUTION

3.01 INSPECTION

- A. All pipe, fittings, valves and other material shall be subject to inspection and approval by the Engineer after delivery, and no broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When a defect or crack is discovered, the injured portion shall not be installed. Cracked pipe shall have the defect cut off at least 12 inches from the break in the sound section of the barrel.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Excavation, backfill, and compaction shall conform to the provisions of Section 02100.
 - 1. Pipe Cradle: Upon satisfactory installation of the pipe bedding material as specified, a continuous trough for the pipe barrel and recesses for the pipe bells or couplings shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom.
- B. Cover for underground piping shall not be less than that indicated on the Drawings. The minimum cover for pipe shall be 36 inches. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.
- C. Pipe, fittings, valves and accessories shall be installed as shown or indicated on the Drawings.
- D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation and cooperation with authorities of the Owner.
- E. Pipe Joint Deflection: Whenever it is desirable, and approved by the Engineer, to deflect pipe joints to avoid obstructions or to maintain required alignment, the amount of the joint deflection shall not exceed 80 percent of the maximum limits allowed by the pipe manufacturer.
- F. In preparation for pipe installation, placement (stringing) of pipe should be as close to the trench as practical on the opposite side of the trench from the excavated material. The bell ends of the pipe should point in the direction of the work progress.
- G. Pipe and fittings shall be laid accurately to the lines and grades indicated on Drawings or required. Where grades for the pipeline are not indicated on the

Drawings, maintain a uniform depth of cover with respect to finish grade. Care shall be taken to insure a good alignment both horizontally and vertically and to give the pipe a firm bearing along its entire length. Any pipe which has its grade or joint disturbed after laying shall be taken up and relaid.

- H. All pipe and fittings shall be cleared of sand, dirt, and debris before laying. All precautions shall be taken to prevent sand, dirt or other foreign material from entering the pipe during installation. If necessary, a heavy, tightly woven canvas bag of suitable size shall be placed over each end of the pipe before lowering into the trench and left there until the connection is made to the adjacent pipe. Any sand, dirt, or other foreign material that enters the pipe shall be removed from the pipe immediately. Interior of all pipe and fittings shall be kept clean after installation until acceptable in the complete work.
- I. Any time that pipe installation is not in progress, the open ends of pipe shall be closed by a watertight plug or other method approved by the Engineer. Plugs shall remain in pipe ends until all water is removed from the trench. No pipe shall be installed when trench conditions are unsuitable for such work, including standing water, excess mud, or rain.
- J. After pipe has been laid, inspected, and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place while conducting the preliminary hydrostatic test. No backfill shall be placed over the joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.
- K. Upon satisfactory completion of the hydrostatic test, backfilling of the trench shall be completed.
- L. Aboveground and Exposed Piping: Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system. Pipe supports and hangers shall be provided where indicated or as required to insure adequate support of the piping.

3.03 INSTALLATION OF DUCTILE IRON PIPE

- A. Handling and Cutting Pipe:
 - 1. Care shall be taken in handling, cutting, and laying ductile iron pipe and fittings to avoid damaging the pipe and interior coal tar epoxy or cement mortar lining, scratching or marring machined surfaces, and abrasion of

the pipe coating. All cracked pipe and fittings shall be removed at once from the work at no additional cost to the Owner.

2. Pipe cutting shall be done in a neat workmanlike manner without creating damage to the pipe and interior coal tar epoxy or cement mortar lining. Ductile iron pipe may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw or oxyacetylene torch. Cut ends and rough edges of ductile iron pipe shall be ground smooth. For push-on joint connections, the cut end shall be beveled to prevent gasket damage during joint assembly. Interior lining shall be repaired at cut ends per the manufacturer's instructions prior to joint assembly.

B. Laying Pipe and Fittings:

1. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in ANSI/AWWA C600, latest revision. Provide proper bedding required, in accordance with thickness class of pipe being laid and depth of cover. Proper pipe laying conditions shall be in accordance with ANSI/AWWA C150 and C151, latest revision, and ANSI/AWWA C600, latest revision.
2. All ductile iron pipe and fittings shall be laid in accordance with American Water Works Association Standard ANSI/AWWA C600, latest revision, entitled "Standard for Installation of Ductile Iron Water Mains and Their Appurtenances", with the following sections specifically applying:
 - a. Section 3.3 - Pipe Installation
 - b. Section 3.4 - Joint Assembly

C. Ductile Iron Pipe Joints:

1. Type: The joints of all pipelines shall be made absolutely tight. The particular joint used shall be approved by the Engineer prior to installation. Where shown on the Drawings or where, in the opinion of the Engineer, settlement or vibration is likely to occur, all pipe joints shall be bolted mechanical type or restrained type as specified above, or as indicated on the Drawings.
2. Push-on Joints: Push-on joints shall be made in strict accordance with the manufacturer's recommendations. Lubricant, if required, shall be an inert, non-toxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life. Manufacturer's installation recommendations shall be submitted to the Engineer for review and approval before commencing work. The bell of the pipe shall be cleaned of excess tar or other obstructions and wiped out before the cleaned and prepared spigot of the

next pipe is inserted. The new pipe shall be shoved firmly into place until properly seated and held securely until the joint has been completed.

3. Mechanical Joint: All types of mechanical joint pipes shall be laid and jointed in full conformance with manufacturer's recommendations, which shall be submitted to the Engineer for review and approval before work is begun. Only specially skilled workmen shall be permitted to makeup mechanical joints. Torque wrenches, set as specified in AWWA Standard C111, shall be used; or spanner type wrenches not longer than specified therein may be used without the permission of the Engineer.
4. Flanged Joints: Flanged joints shall be made up by inserting the gasket between the flanges. The threads of the bolts and the faces of the gaskets shall be coated with suitable lubricant immediately before installation.
5. Restrained Joints: Restrained joints shall be provided where indicated on the Drawings. Joint assembly shall be made in strict accordance with the manufacturer's instructions, which shall be submitted to the Engineer for review and approval before commencing work.

3.04 INSTALLATION OF PVC PIPE

A. Storage and Handling:

1. PVC pipe shall be delivered to the site in unbroken bundles packaged in such manner as to provide protection against damage. When possible, pipe should be stored at the job site in the unit packages until ready for use. Packaged units shall be handled using a forklift or a spreader bar with fabric straps. Packaged units shall not be stacked at the job site higher than two units high.
2. When it is necessary to store PVC pipe for long periods of time, exposure to direct sunlight shall be prevented by covering the pipe with an opaque material. Adequate air circulation above and around the pipe shall be provided as required to prevent excessive heat accumulation. PVC pipe shall not be stored close to heat sources of hot objects such as heaters, fires, boiler, or engine exhaust. Pipe gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease. The interior and all sealing surfaces of pipe, fittings, and other appurtenances shall be kept clean and free of dirt and foreign matter.
3. Care shall be taken in handling and laying pipe and fittings to avoid severe impact blows, crushing, abrasion damage, gouging or cutting. Pipe shall be lowered, not dropped, from trucks or into trenches. All cracked, damaged, or defective pipe and fittings, or any length of PVC pipe having a gouge, scratch or other permanent indentation of more than 10 percent of

the wall thickness in depth, shall be rejected and removed at once from the work and replaced with new acceptable pipe at no additional cost to the Owner.

B. Field Cutting PVC Pipe: Field cutting of pipe shall be done in a neat workmanlike manner without creating damage to the pipe. The pipe shall be cut square with a fine-toothed hand or power saw or other cutter or knife designed for use with plastic pipe. Prior to cutting, the pipe shall be marked around its entire circumference or a square in vise shall be used to ensure the pipe end is cut square. Remove burrs by smoothing edges with a knife, file, or sandpaper.

1. Field Cutting Bell and Spigot PVC Pipe: Bevel the cut end of the pipe using a pipe beveling tool, wood rasp or portable sander to prevent damage to the gasket during joint assembly. A factory finished beveled end should be used as a guide to ensure proper beveling angle and correct depth of bevel. Round off any sharp edges on the leading edge of the bevel with a knife or file.

C. Laying PVC Pipe:

1. Pipe Bedding: Bedding for PVC pipe shall be as specified using granular pipe bedding material.
2. All PVC pipe shall be laid in accordance with the pipe manufacturer's published installation guide, the AWWA Manual of Practice No. M23 "PVC Pipe-Design and Installation" and the Uni-Bell Plastic Pipe Association installation recommendations.

D. PVC Pipe Joint Assembly for Rubber Gasketed Bell and Spigot Pipe:

1. The PVC bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions. Clean the interior of the bell, the gasket, and the spigot of the pipe to be jointed with a rag to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove and sealing surfaces for damage or deformation.
2. Lubricate the spigot end of the pipe with a lubricant supplied or specified by the pipe manufacturer for use with gasketed PVC pipe in potable water systems. The lubricant should be supplied as specified by the pipe manufacturer. After then spigot end is lubricated, it must be kept clean and free of dirt and sand. If dirt and sand adhere to the lubricated end, the spigot must be wiped clean and relubricated.
3. Insert the spigot into the bell so that it contacts the gasket uniformly. Align the pipe sections and push the spigot end into the bell until the

manufacturer's reference mark on the spigot is flush with the end of the bell. The pipe should be pushed into the bell using a bar and wood block. The joint shall not be assembled by "stabbing" or swinging the pipe into the bell, nor shall construction machinery be used to push the pipe into the bell.

4. If undue resistance to insertion of the spigot end is encountered or if the reference mark does not reach the flush position, disassemble the joint and check the position of the gasket. If the gasket is twisted or pushed out of its seat, inspect the components, repair or replace damaged items, clean the components and repeat the assembly steps. Be sure the pipe is in proper alignment during assembly. If the gasket was not out of position, check the distance between the spigot end and the reference mark and relocate the mark if it is out of position.

E. PVC Pipe Joint Assembly for Threaded and Solvent Welded Pipe

1. All threaded and solvent welded joints shall be made watertight. All pipe cutting, threading and jointing procedures for threaded and solvent welded PVC pipe joints shall be in strict accordance with the pipe and fitting manufacturer's printed installation instructions. Thread lubricant for threaded joints shall be Teflon tape only.
2. At threaded joints between PVC and metal pipes, the metal side shall contain the socket end and the PVC side the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

- F. PVC force mains underground shall be strapped every 10 feet or spiral wrapped with an insulated green No. 14 gauge copper ground wire for future location. The wire shall be stubbed out at each valve box or manhole.

3.05 FITTING INSTALLATION FOR UNDERGROUND PIPING

- A. The weight of ductile iron fittings shall not be carried by the pipe on which they are installed. The fitting shall be supported by a concrete cradle as shown on the standard details. Concrete used for supports shall have a minimum compressive strength of 3000 psi at 28 days. Concrete for support cradle shall be poured against undisturbed soil.
- B. All glands, clamps, bolts, nuts, studs and other uncoated parts of fitting joints for underground installation shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.06 CONCRETE PIPE ENCASEMENT

- A. Concrete for concrete pipe encasement shall have a minimum strength of 3000 psi at 28 days and encasement shall be constructed in accordance with details shown on the Drawings. Encasement shall be constructed where:
 - 1. Indicated on the Drawings
 - 2. The Engineer shall order the pipeline encased.
- B. The points of beginning and ending of concrete pipe encasement shall be not more than 6 inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads. Pipe shall be wrapped in visqueen.
- C. Pipe encasement shall provide a minimum coverage of 6 inches all around the pipe including pipe bells.

3.07 INSTALLATION OF PIPE SLEEVES, WALL CASTINGS AND COUPLINGS

- A. Pipe sleeves and wall castings shall be provided at the locations called for on the Drawings. These units shall be as detailed and of the material as noted on the Drawings. They shall be accurately set in the concrete or masonry to the elevations shown. All wall sleeves and castings required in the walls shall be in place when the walls are poured. Ends of all wall castings and wall sleeves shall be of a type consistent with the piping to be connected to them.
- B. Link seals for wall sleeves shall be installed in strict accordance with the manufacturer's printed installation instructions. For watertight applications in tanks or treatment units, the link seal installation shall be tested hydrostatically for leaks at the same time as the tank or treatment unit. Any leaks that occur during the test period shall be repaired by checking the link seals for proper installation and replacement of unit(s) found to be defective at no additional cost to the Owner.
- C. Pipe couplings shall be installed in strict accordance with the manufacturer's published instructions and recommendations.

3.08 INSTALLATION OF VALVES

- A. Valves of the size and type shown on the Drawings shall be set plumb and installed at the locations indicated on the Drawings. Valves shall be installed in accordance with manufacturer's installation instructions and with the Details shown on the Drawings.

- B. Valves shall be installed such that they are supported properly in their respective positions, free from distortion and strain. Valves shall be installed such that their weight is not borne by pumps and equipment that are not designed to support the weight of the valve.
- C. Valves shall be carefully inspected during installation; they shall be opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Check and adjust all valves for smooth operation.
- D. Install valves with the operating stem in either horizontal or vertical position.
- E. Allow sufficient clearance around the valve operator for proper operation.
- F. Clean iron flanges by wire brushing before installing flanged valves. Clean carbon steel flange bolts and nuts by wire brushing, lubricate threads with oil or graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.
- G. For buried valves, a valve box shall be centered accurately over the operating nut and the entire assembly shall be plumb. The tops of valve boxes shall be adjusted to the proper elevation as specified below and as shown on the Drawings.
 - 1. In paved areas, tops of valve box covers shall be set flush with pavement. Following paving operations, a 16 inch square shall be neatly cut in the pavement around the box and the paving removed. The top of the box shall then be adjusted to the proper elevation and a 30 inch square by 6 inch thick concrete pad poured around the box cover. Concrete pads in traffic areas shall be reinforced with No. 4 reinforcement bars as shown on the Drawings. Concrete for the pad shall be 3000 psi compressive strength.
 - 2. In unpaved areas, tops of valve box covers shall be set 2 inches above finished grade. After the top of the box is set to the proper elevation, a 16 inch square by 6 inch thick concrete pad shall be poured around the box cover. Concrete for the pad shall be 3000 psi compressive strength.
- H. Valves shall be tested hydrostatically, concurrently with the pipeline in which they are installed. Protect or isolate any parts of valves, operators, or control and instrumentation system whose pressure rating is less than the pressure test(s). If valve joints leak during pressure testing, loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts and hydrostatically retest the joints.

- I. Following installation, all aboveground valves shall be painted in accordance with the painting system specified in accordance with manufacturer's recommendations. Following installation of buried valves or valves installed in valve vaults, repair any scratches, marks and other types of surface damage, etc., with a coating equal to the original coating supplied by the manufacturer. Prior to backfilling, all nuts, bolts and other parts of the valve joints shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.09 SEPARATION OF NON-POTABLE WATER MAINS AND POTABLE WATER MAINS

- A. Reclaimed water mains shall be installed with at least a 3 foot horizontal separation from any potable water main. Force mains and gravity sewers shall have a 6 foot separation from potable mains. At crossings the installation shall provide a minimum vertical separation distance of 12 inches between the outside of the crossing non-potable and potable water mains. This separation shall be provided where the potable water main is either below or above the non-potable water main. When the 12 inch minimum vertical separation distance cannot be maintained, the potable water main shall be encased in concrete. Concrete encasement shall be as specified above. The potable water main shall be encased for 10 feet each way of the crossing.

3.10 MAIN CLEANING AND FLUSHING

- A. Following the hydrostatic and leakage tests, all the mains constructed under this contract shall be cleaned and flushed to remove sand, loose dirt and other debris. Flushing velocity shall be a minimum of 2.5 fps. Flushing shall continue until clean water flows from the main. However, the Contractor shall endeavor to use the minimum amount of flushing water required to complete the work. To increase the efficiency of the cleaning and flushing operation, the Contractor shall use a pipeline pigging device of the proper size and designed to clean the intended pipeline. The pigging device shall be capable of turning through a standard 90 degree MJ bend. The type of pipeline pigging device and the method of operation shall be approved by the Engineer.
- B. Upon completion of testing for the gravity drain line system, drain lines shall be flushed to remove dirt, sand, stones and other debris which may have entered the lines during construction and settled out in the lines and manholes. Materials and debris flushed from the drain lines shall be removed from a downstream manhole or basin and disposed of at an approved disposal area.
- C. Water for flushing shall be clean water provided by the Contractor from a source approved by the Engineer and the owner prior to beginning connections for flushing operations. Flushing shall only be completed upon approval by the Owner.

- D. Temporary blowoffs may be required for the purpose of flushing mains. Temporary blowoffs shall be installed as close as possible to the ends of the main being flushed. Blowoffs installed on the main shall be the same diameter as the main. Temporary blowoffs shall be removed and plugged after the main is flushed. All costs for installing and removing temporary blowoffs shall be at an additional cost to the Owner.
- E. The Owner shall be notified at least 3 working days prior to flushing mains.
- F. Blowoffs and temporary drainage piping used for flushing shall not be discharged into any gravity sewer or pumping station wetwell. The Contractor shall obtain prior approvals from the Engineer and the Owner as to the methods and locations of flushing water discharge.

3.11 INSTALLATION OF TIE RODS

- A. Tie rods shall be installed in strict accordance with the manufacturer's written installation requirements. Unless otherwise indicated on the Drawings, the size and number of tie rods for a joint or installation shall be as recommended by the manufacturer's design chart for a working pressure of 150 psi.
- B. Following installation and prior to backfilling, all parts of the tie rod joint restraint system, including tie rods, tie bolts, nuts, washers, and other fasteners, shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.12 INSTALLATION OF REDUCED PRESSURE BACKFLOW PREVENTERS

- A. Backflow preventers shall be installed at the locations shown on the Drawings. Backflow preventers shall be installed in accordance with the manufacturer's written installation instructions and as shown on the Drawings.
- B. Reduced pressure principle backflow preventers shall be installed horizontally with an 18 inch minimum clearance between the finished grade and the lowest point on the bottom of the unit. Reduced pressure backflow preventers shall be installed with provisions for a suitable drain arrangement to drain off discharges from the relief valve, so that discharges are not objectionable. Backflow preventers shall be installed such that they are easily accessible for testing, maintenance and repair.
- C. Piping and fittings for units 3 inches and larger in size shall have flanged joints. Piping, fittings and valves shall be properly supported with pipe support stands as shown on the Drawings.

- D. Following installation of the reduced pressure backflow preventer, piping, fittings and valves, the entire aboveground assembly shall be finished painted in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.

- 54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
- 55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
- 56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
- 57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. AWARDS

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

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code §1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. AWARD AND EXECUTION OF CONTRACT:

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. BID RETURNS

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. BID PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. BID/PROPOSAL TABULATION

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

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

14. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. CONDUCT OF VENDORS

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. CONTRACT

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

23. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. COOPERATIVE PURCHASING

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

26. COPYRIGHT AND PATENT RIGHTS

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. COST INCURRED BY VENDOR

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. DAMAGE

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

29. DEBARMENT HISTORY

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. DEFAULT PROVISIONS

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

31. DELIVERY OF GOODS/SERVICES

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. EVALUATION

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. E-VERIFY

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

38. FACILITIES

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

39. FAILURE TO RESPOND

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

40. FINANCIAL STABILITY

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. FORCE MAJEURE

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

42. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. HIPAA COMPLIANCE

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

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

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. INSURANCE

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. INSURANCE REQUIREMENTS

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

53. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. IRREVOCABILITY OF RESPONSES

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

55. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

57. LICENSES, PERMITS AND TAXES

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. LITERATURE (if applicable):

If no brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not

covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

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

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

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax

receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

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

60. MAINTENANCE

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. NON-EXCLUSIVITY OF CONTRACT

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. NON-PERFORMANCE:

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. OTHER AGENCIES

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. PATENTS/COPYRIGHTS

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

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. PREPARATION OF RESPONSES

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

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. PRICING

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation

meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. PURCHASE ORDER AND DELIVERY

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. QUESTIONS, INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. RECORDS/AUDIT

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these

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

83. RECYCLED MATERIALS

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

84. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. REQUEST FOR ADDITIONAL INFORMATION

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

86. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

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

88. RIGHT OF WITHDRAWAL

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

89. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

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

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

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

100. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

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

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may

vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. UNBALANCED BID

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. USE OF SOLICITATION FORMS

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. VARIANCES

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. VENDOR'S PRODUCT OR SERVICES

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

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

- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111. WARRANTIES

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM and DURATION

The term of the contract shall be from the date of the Notice to Proceed.

There will be three hundred and sixty (360) calendar days or less for substantial completion of the project after start of work and another thirty (30) calendar days from final completion.

PROJECT TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information
- B. Notice to Proceed: after Pre-construction Meeting
- C. Start Date and Time: TBD by Public Works and Utilities Dept. after Pre-construction Meeting
- D. Substantial Completion Time: three hundred and sixty (360) calendar days or less from start time
- E. Final Completion Time: thirty (30) calendar days after final substantial completion time

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

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

BID BONDS

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.

PAYMENT & PERFORMANCE BONDS

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. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

AWARD:

The City Council is seeking a vendor for the award that is LOWEST, RESPONSIVE, RESPONSIBLE BIDDER.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Authorized Signatures/Negotiators
- _____ Form 7.8– Statement of Vendor’s Qualifications
- _____ Form 7.9 – Professional References for Previous Experience
- _____ Form 7.10 – Listing of Subcontractors
- _____ Form 7.12 – Local Business Affidavit of Eligibility
- _____ Form 7.13 – Certificate as to Corporate Principal
- _____ Attachment 1 – Bid Proposal
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Bid Bond
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

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

STATE OF _____
COUNTY OF _____

Name of Business

By: _____
Printed Name: _____
Title: _____

Sworn to (or affirmed) and subscribed before me this ____day of _____, 20____, by _____, as _____ of _____ and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

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

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

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 6 if paragraph 7 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or tradename?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING					
BID FORM					
CITY OF PORT ORANGE					
ITB # 19-12					
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS					
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 NAME:					
AUTHORIZED SIGNATURE:					
PROPOSAL PRICING					
ITEM #	DESCRIPTION	ESTIMATED QTY	UNIT	PROPOSED PRICE	TOTAL PRICE
PART A					
1	Mobilization	1	LS	\$0.00	\$0.00
2	Pre-Construction Video	1	LS	\$0.00	\$0.00
3	Field Locate and Expose Existing Utilities	1	LS	\$0.00	\$0.00
4	Erosion and Turbidity Control	1	LS	\$0.00	\$0.00
				Part A Subtotal:	\$0.00
ITEM #	DESCRIPTION	ESTIMATED QTY	UNIT	PROPOSED PRICE	TOTAL PRICE
PART B					
1	PVC Water Main (Blue) (DR 18 w/ Restrained Joints)				
a)	6" AWWA C-900 (12,860 LF shown) (RJ)	13,000	LF	\$0.00	\$0.00
b)	2" Poly DR9 with Wire	1,600	LF	\$0.00	\$0.00
2	Water Main by Horizontal Directional Drill				
a)	8" HDPE DR11	1,500	LF	\$0.00	\$0.00
3	Resilient Seat Gate Valve & Box (with Collar)				
a)	6"	75	EA	\$0.00	\$0.00
b)	4"	1	EA	\$0.00	\$0.00
c)	2"	4	EA	\$0.00	\$0.00
4	Tapping Sleeve				
a)	6" x 6"	7	EA	\$0.00	\$0.00
b)	4" x 4"	1	EA	\$0.00	\$0.00
5	Insertion Valve and Line Stop				
a)	6" Insertion Valve	6	EA	\$0.00	\$0.00
b)	2" Line Stop	24	EA	\$0.00	\$0.00
c)	6" Line Stop	14	EA	\$0.00	\$0.00
d)	8" Line Stop	1	EA	\$0.00	\$0.00
6	Tie-In (Fittings & Restraints)				
a)	6" to 6"	6	EA	\$0.00	\$0.00
7	DIP Fittings Add or Delete	10	TN	\$0.00	\$0.00
8	Water Services				
a)	Short, 1"	140	EA	\$0.00	\$0.00
b)	Long, 1"	80	EA	\$0.00	\$0.00
9	Blowoff Assembly - 2"	10	EA	\$0.00	\$0.00
10	Water Meter "Cut Overs"	220	EA	\$0.00	\$0.00
11	Remove Fire Hydrant Assembly	3	EA	\$0.00	\$0.00
12	Fire Hydrant Assembly	30	EA	\$0.00	\$0.00
13	2" Temporary Jumper (w/ 1" service) per each parcel	90	EA	\$0.00	\$0.00
14	Cap or Plug and Abandon Existing 2" Line (all ends)	1	LS	\$0.00	\$0.00
15	Removal of Transite Pipe	100	LF	\$0.00	\$0.00
16	Swab by "Pigging" New Water Lines				
a)	6"	14,200	LF	\$0.00	\$0.00
17	Unsuitable Material Excavation	100	CY	\$0.00	\$0.00
18	Bulk Concrete	10	CY	\$0.00	\$0.00
19	Crushed Rock or Shell Trench Subgrade Material	100	CY	\$0.00	\$0.00
20	Rock Excavation	20	CY	\$0.00	\$0.00
21	East Ocean Ave and US Hwy 1 Water Main Adjustments	1	LS	\$0.00	\$0.00
				Part B Subtotal:	\$0.00
PART C					
1	Open Cut and Repair Asphalt	1,600	SY	\$0.00	\$0.00
2	Concrete Pavement/Sidewalks				
a)	Driveways, 6" Thick Fibermesh	600	SY	\$0.00	\$0.00
b)	Sidewalks, 2,500 PSI with Fiberglass Rebar	1,200	SY	\$0.00	\$0.00
3	Concrete Curb	600	LF	\$0.00	\$0.00
4	Furnish & Install Sod				
a)	Bahia	40,000	SY	\$0.00	\$0.00
b)	St. Augustine	8,000	SY	\$0.00	\$0.00
5	Traffic Control	1	LS	\$0.00	\$0.00
6	Compliance with Florida Trench Safety Act	1	LS	\$0.00	\$0.00
7	Layout, As-built and Record Drawing Preparation	1	LS	\$0.00	\$0.00
				Part C Subtotal:	\$0.00
				Subtotal of A,B,C:	\$0.00
				Contingency (10%):	\$0.00
				TOTAL BASE BID	\$0.00
Number of calendar days to complete upon receipt of NTP:			DAYS		
Warranty for Materials:			YEAR		
WARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER					

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

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

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

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

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: _____

City Manager

Phone Number: _____

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

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

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____ entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

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

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction 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.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 2 of 2
Public Construction Bond

LEGAL NOTICE OF COPYRIGHT

**YOU MAY NOT USE, COPY, MODIFY, OR
TRANSFER EJCDC DESIGN AND
CONSTRUCTION RELATED DOCUMENTS, OR
ANY COPY, MODIFICATION OR MERGED
PORTION, IN WHOLE OR IN PART, EXCEPT AS
DULY LICENSED BY THE NATIONAL SOCIETY
OF PROFESSIONAL ENGINEERS.**

**REPRODUCTION OF THE EJCDC DESIGN AND
CONSTRUCTION RELATED DOCUMENTS IN
PRINT OR MACHINE-READABLE FORMAT
FOR RESALE OR EDUCATIONAL PURPOSES IS
EXPRESSLY PROHIBITED. THESE
DOCUMENTS ARE TRANSMITTED ONLY FOR
A BONA FIDE CONTRACT DOCUMENT FOR
CITY OF PORT ORANGE CONSTRUCTION
PROJECTS UNTIL FURTHER LEGAL NOTICE.**

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129**

THIS AGREEMENT is by and between _____ (“Owner”) and _____ (“Contractor”).

The Effective Date of this Agreement shall be _____ (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by__ (“Engineer”), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. Engineer shall also serve as Owner’s agent for purposes of approving Contractor’s payment requests.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.
- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Completion

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the

General Conditions, the Work shall be substantially completed within_ days after the Effective Date of the Agreement.

- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions within days after the Effective Date of the Agreement.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner \$ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor's final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

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: \$_____

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, 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:

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>

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

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Progress Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 Progress Payments; Retainage

- A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. 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). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.
- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each

progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 Final Payment

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 801 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has carefully 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." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - 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.

- 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. Combination Payment and Performance Bond (pages _____ to _____, inclusive).
 - 3. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 4. General Conditions (pages ____ to ____ , inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages ____ to ____ , inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____[or] the Drawings listed on attached sheet index.
8. Addenda (numbers _____ to _____, inclusive).
9. 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).
 1. Affidavit Regarding Workers' Compensation
 2. Certificate for Workers' Compensation
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
10. 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 and parts 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 or part 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 anything 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.
- B. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 No-Damage-for-Delay

- A. Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor’s sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor’s scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 No Intended Third Party Beneficiaries

- A. There are no intended third party beneficiaries to the Contract.

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.

CITY OF PORT ORANGE

Owner

By: Allen Green

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Contractor

By: _____

Title: _____

Date:_____

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

Attest: _____

Title: _____

Address for giving notices:

License No.:_____

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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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 and Owner 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 and/or Owner 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; (iii) achieve Final Completion; and (iv) 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 by the last of the two parties.
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. *Final Completion* – This shall occur when Contractor, in the opinion of Engineer or Owner, performs and completes all corrective action associated with the Punchlist in addition to any other work required of Contractor under the Contract Documents.
22. *General Requirements*—Sections of Division 1 of the Specifications.
23. *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.
24. *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.
25. *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.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
27. *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.
28. *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.
29. *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.
30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
31. *PCBs*—Polychlorinated biphenyls.
32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which liquid at standard conditions of temperature and pressure is (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.
33. *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.
34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
35. *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.
36. *Punchlist* – The detailed list of incomplete, unsatisfactory or unacceptable, or defective items that Contractor is required to complete to achieve Final Completion that is generated in accordance with Paragraph 14.06 of the General Conditions.
37. *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.
38. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
39. *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.

40. *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.
41. *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.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, samples, product data, 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.
43. *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.
44. *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.
45. *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.
46. *Substantial Completion*—The time and date at which the Work has progressed to the point where, in the opinion of Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be occupied and/or 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. Substantial Completion cannot occur before the Project is issued a Certificate of Occupancy (or Completion, if applicable) by the governing building department that allows Owner to begin to utilize the entire Project for the purposes for which it is intended.
47. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
48. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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.
50. *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.

51. *Unit Price Work*—Work to be paid for on the basis of unit prices.
52. *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.
53. *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. is failing or has been damaged.

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 such as the specific additional insured endorsement included in the liability policy) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5 and/or the Supplementary Conditions.

2.02 Copies of Documents

- A. At the request of Contractor, Owner or Engineer shall furnish to Contractor up to 5 hard copies of the Drawings and Specifications. Additional copies of the Drawings and Specifications will be furnished upon request at the cost of reproduction.

2.03 Notice to Proceed; Starting the Work

- A. Contractor shall not commence the Work until Owner issues a Notice to Proceed. A Notice to Proceed may be issued by Owner at any time after the Effective Date of the Agreement.

2.04 N/A

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 and Owner 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, and identifying the Substantial Completion and Final Completion dates;
 - 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 / line-items 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 or Owner, and others as appropriate will be held to review for acceptability to Engineer or Owner 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 and approved by Engineer and Owner.

1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times and identifies Contractor's critical path sequence of scheduled activities with the earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedule shall belong to Owner in order to offset a delay attributable to Owner or its agents. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts / line-items 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 (*e.g.*, answering Requests for Information) 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 and dimensions. 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 below.
3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or could have discovered the conflict or error by carefully studying and comparing the Contract Documents and checking and verifying pertinent figures therein and all applicable field measurements and dimensions.

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).
2. In the event there is a discrepancy or conflict in the Drawings and Specifications applicable to a particular detail or assembly of the Work, Contractor must promptly seek clarification from

Engineer before proceeding with the Work. Subject to Paragraph 3.03.A.3 above, if Contractor proceeds with the Work without seeking such clarification, Contractor will be bound by the stricter and more expensive detail or assembly. Contractor agrees and recognizes that in agreeing to the Contract Price it has factored in the costs associated with installing the stricter and more expensive detail or assembly.

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 therefor as provided in Paragraph 10.05.
- B. *N/A*
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, staging, or storage of materials and equipment. Contractor shall have the obligation to restore the additional lands to their original condition.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions may 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 and shall under no circumstance relieve Contractor from visiting the Site and becoming familiar with and satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. Such "technical data" is identified in the Supplementary Conditions. Except for such limited 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 first 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 within 5 days. 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;
 - 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; and
 - c. Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition.
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 within 5 days after first becoming aware of such condition.
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 therefor 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 first 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 within 5 days. 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 (i) 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 or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or location, and (iii) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. 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 therefor 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.
- B. Contractor shall lay-out and verify all field dimensions and measurements at the Site before proceeding with any portion of the Work.

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 or identified in a report listed in the Supplemental Conditions. 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 or if such condition is caused by the negligence, recklessness, or intentional misconduct of 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) within 5 days of first becoming aware of the condition. 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. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that (i) they are attributable to the existence or location of any Hazardous Environmental Condition that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents or a report listed in the Supplemental Conditions, (ii) Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the Hazardous Environmental Conditions, (iii) Contractor did not negligently, recklessly, or intentionally cause the Hazardous Environmental Condition, and (iv) Contractor notifies Owner and Engineer of such condition within 5 days after first becoming aware of such condition. 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 therefor 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 therefor 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. *N/A*

H. *N/A*

I. *N/A*

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds in accordance with Florida Statute §255.05, 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. The obligations, duties, responsibilities, and requirements of Contractor set forth in this Contract shall be incorporated into Contractor's performance bond.
- B. All bonds shall be in the form prescribed by the Contract Documents. 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. The performance and payments bonds shall be recorded in the public records in and for Volusia County, Florida. As a courtesy to the Contractor and to expedite recording, the City shall record the bond on behalf of the Contractor and shall cause a copy of the recording information to be provided to the Contractor by the Project Engineer.

- 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 Florida 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 Florida to issue bonds or insurance policies for the limits and coverages so required.

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. *N/A*
- F. In the event of any conflict between this Paragraph 5.03 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 therefrom;
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 for ongoing and completed operations, 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 coverages 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 Paragraph 6.20 below and as otherwise set forth in the Contract;
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 10 years after Substantial Completion.
 - 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.
- C. Contractor shall be solely responsible for any insurance deductible or self-insured retention.
- D. In the event of any conflict between this Paragraph 5.04 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). Such policy shall identify both Contractor and Owner as named insureds. Contractor shall solely be responsible for any deductible. 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, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, flood, windstorm, 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. *N/A*

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. *N/A*

E. *N/A*

F. Contractor's all-risk property insurance shall not terminate or expire if Owner elects to utilize or occupy any portion or portions of the Project prior to Substantial Completion. Contractor shall obtain an occupancy / use endorsement that allows Owner to utilize or occupy a portion or portions of the Project prior to Substantial Completion (such that if a temporary Certificate of Occupancy or Completion is issued for a portion(s) of the Project, the all-risk property insurance shall remain in full force).

G. In the event of any conflict between this Paragraph 5.06 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 thereunder. 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 Contractor as trustee or otherwise payable under any policy so issued.

B. *N/A*

C. *N/A*

D. In the event of any conflict between this Paragraph 5.07 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

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 Contractor and made payable to Contractor 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. Contractor 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, only if applicable, the cost thereof covered by an appropriate Change Order.
- B. Contractor 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 Contractor's exercise of this power. If such objection be made, Contractor 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, Contractor 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.
- C. Owner, at its sole discretion, may elect to fund the costs associated with any property insurance claim, excluding the deductible, and seek reimbursement from Contractor's policy that identifies both Contractor and Owner as named insureds. If Owner exercises this right, it shall have sole authority to settle and adjust any claim and receive reimbursement under the policy with the proceeds made payable to Owner. Contractor shall have the obligation to cooperate and comply with all terms and provisions of the policy and its failure to do so shall constitute a material breach of the Contract. If Owner does not elect this right, Contractor shall be required to fund the costs associated with any property insurance claim and seek reimbursement under the policy.

- D. In the event of any conflict between this Paragraph 5.08 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.09 Acceptance Insurance; Option to Replace

- A. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Article 5 and/or the Supplementary Conditions on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the insurance required of it by the Contract Documents, Owner shall notify Contractor 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, which shall constitute a material breach of the Contract by Contractor. Without Owner's prejudice to any other right or remedy, Owner may elect to obtain equivalent insurance to protect its interests at the expense of Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.
- B. In the event of any conflict between this Paragraph 5.09 and the specific insurance requirements of Contractor set forth in the Supplemental Conditions, the specific insurance requirements in the Supplemental Conditions govern.

5.10 Partial Utilization, Acknowledgment of Property Insurer

- A. N/A

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. Contractor shall submit a Request for Information to Engineer seeking clarification as to any aspect of the Contract Documents as soon as practical to, among other things, maintain the orderly progress of the Work and avoid any delay to the Work.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent or superintendents, as appropriate, 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 and Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed monthly adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will be submitted with Contractor's Applications for Payment, as conditions precedent to payment, and 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.
 - 3. All proposed Progress Schedules submitted to Engineer and Owner shall identify Contractor's critical path sequence of scheduled activities of the Work as well as earliest start dates for scheduled activities, the earliest finish date for scheduled activities, the latest start

date for scheduled activities, and the latest finish date for scheduled activities. All float in the Progress Schedules shall belong to Owner to offset a delay to Contractor's critical path attributable to Owner or its agents.

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 therefor. 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. Additionally, subject to Paragraph 6.06.B below, Contractor shall provide to Owner within 10 days from the Effective Date of this Agreement a written list of all Subcontractors (or other individuals or entities it plans on engaging to perform a scope of the Work), together with their Certificates of Insurance that must identify Owner as an additional insured. Subcontractors must identify Owner as an additional insured for purposes of ongoing and completed operations.
- 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 and ensure that they perform the Work in a good and workmanlike manner and pursuant to the Contract Documents.
- 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. *N/A*

C. *N/A*

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 therefor 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. *N/A*

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 as-built conditions and 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. thoroughly 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 regarding payment or otherwise, 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;
7. any correction of defective Work by Owner; or
8. the achievement of Final Completion (including Contractor's completion of Punchlist items that were deemed satisfactory to Engineer).

6.20 Indemnification

- A. To the fullest extent permitted by Florida law including Florida Statute §725.06, Contractor shall indemnify and hold harmless Owner (including Owner's officers and employees) from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract. Contractor agrees and understands that the monetary limitation on the extent of its indemnification shall be \$1 million per occurrence or the per occurrence limits of its commercial general liability (CGL) insurance, whichever is greater, which bears a reasonable commercial relationship to the Contract and is hereby part of the project specifications and bid documents.
- B. To the fullest extent permitted by Florida law, Contractor shall defend Owner (including Owner's officers and employees) from claims, demands, and litigation asserted against Owner to the extent such claims, demands, or litigation are caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.
- C. Contractor agrees and understands that its obligation to indemnify, hold harmless, and defend as set forth in Paragraphs 6.20.A and B above includes, without limitation, claims, losses, etc. for personal injury, death, property damage, Hazardous Environmental Conditions, infringement of patent rights or copyrights incident to the use or incorporation in the performance of the Work, etc., to the extent caused by the negligence, recklessness, or intentional misconduct of Contractor and the persons or entities employed or utilized by Contractor in the performance of the Contract.

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 therefor, 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 therefor 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 or as otherwise provided in Florida Statute §218.735.

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. N/A

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 therefor 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 thereunder. 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 clarification or interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing as soon as practical (so as to maintain the orderly progress of the Work and to avoid any delay to the Work) but in no event later than 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred or render a written answer with respect to any Request for Information Contractor submits to

Engineer seeking clarification as to an aspect of the Contract Documents. 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. *N/A*

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 therefor 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 that are then resolved by the parties to the Agreement.

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 otherwise waived pursuant to the Contract, 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. Owner, however, may, but is not required to, refer to Engineer its assessment of liquidated damages against Contractor in accordance with Paragraph 4.03 of the Agreement or any claim it has with respect to construction defects discovered after Final Completion.
- B. *Notice:* Unless as otherwise set forth herein, 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 detailed, supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event. 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.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant 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. *N/A*
- 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.
- G. All Claims Contractor submits for an adjustment in Contract Time or Contract Price shall be subject to the No-Damage-For-Delay provision in Paragraph 10.06 of the Agreement.

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) employed for services specifically related to the Work. Attorneys and accountants shall not constitute a Cost of 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 is 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, recklessness, or intentional misconduct 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. Owner shall have the right to inspect and audit Contractor's books and cost records at any time during the course of the Project and for three years after Final Completion. Owner must give Contractor 7 days written notice that it plans on inspecting and auditing Contractor's books and cost records.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances specifically identified and called for 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 are estimates and 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 shall be guaranteed and 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 for supplying additional units or Owner believes that Owner is entitled to a decrease in Contract Price for Contractor supplying fewer units 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 excluding 11.01.A.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C). Contractor shall keep detailed backup supporting its actual costs incurred associated with the adjustment in Contract Price.
- 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 therefor 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 not caused by Contractor or anyone whom Contractor is responsible, floods not caused by Contractor or anyone whom Contractor is responsible, epidemics, abnormal weather conditions not anticipated or customary in Volusia County, 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 only be entitled to an equitable adjustment in Contract Times. 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. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions not anticipated or customary in Volusia County, 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 only 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. Contractor must provide Engineer and Engineer an updated Progress Schedule reflecting how the critical path has been impacted as a condition precedent to being entitled to an adjustment in Contract Time.
- 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 therefor 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 therefor 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 therefrom.
- 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 therefrom) 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 therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- B. Owner shall not be deemed to have accepted any defective work from Contractor that was not discovered by Engineer or Owner unless the defect was specifically detailed to Owner in writing by Contractor notifying Owner of the defective work and Owner notifies Contractor in writing that it will accept the defective work (whether as-is, by receiving a credit, or receiving other compensation, losses, or damage from Contractor as discussed above in Paragraph 13.08). Contractor recognizes and understands that it shall not be relieved of responsibility or liability with performing defective Work even if such defective work previously passed inspection by any inspector, including, without limitation, an inspector with the governing building department or a threshold inspector.

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 7 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 therefor 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 and Owner. 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. Contractor, on the 25th of each month, shall submit to Engineer for review an Application for Payment (in a form approved by Owner) filled out and signed by Contractor covering the Work completed or which will be completed by the end of the month, 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 (in a form approved by Owner) certifying that all previous progress

payments received on account of the Work have been applied to pay Contractor's Subcontractors and Suppliers and to otherwise discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments is set forth in Paragraph 6.02.B of the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, indicate in writing a recommendation of payment or nonpayment and present the Application to Owner. If Contractor's Application for Payment is deficient, Owner shall reject the payment request and return it to Contractor within 20 business days after the date on which the payment request is stamped as received indicating in writing the reasons for refusing to recommend payment; Contractor shall 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. Neither Engineer's review of Contractor's Work for purposes of recommending payments nor Engineer's recommendation of any payment shall relieve Contractor for any responsibility or liability with defects in the Work.
6. 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. Subject to the provisions of Paragraph 14.02.D and Florida Statute §218.735, Owner shall pay Contractor 25 business days after the date on which the payment request is stamped as received by Engineer.

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 undisputed 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 and request that Engineer issue a certificate of Substantial Completion; provided, however, that Substantial Completion shall not occur until the governing building department issues a Certificate of Occupancy (or Certificate of Completion, if applicable) that allows Owner to utilize the entire Project for the purposes for which it is intended.
- 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 therefor.
- 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 subject to the Certificate of Occupancy (or Completion).
- D. 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 Punchlist.

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 therefor. 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 Completion- Punchlist

- A. Within 30 days from Contractor achieving Substantial Completion the following must occur: Contractor shall notify Engineer and Owner in writing that the Project is complete in which case Engineer and Owner will promptly make a final inspection (or inspections, if necessary) with Contractor for the purpose of reviewing and developing a detailed Punchlist of items that are incomplete, unsatisfactory or unacceptable, or defective that Contractor is required to complete. However, if the Contract Price is \$10 million or more, the foregoing must occur within 60 days from Contractor achieving Substantial Completion.
- B. The Punchlist shall be provided to Contractor by Engineer and/or Owner no later than 5 days after the punchlist of items has been reviewed and developed in accordance with paragraph 14.06.A above. Contractor shall then have 30 days from its receipt of the Punchlist to perform and complete the corrective work identified therein.
- C. Final Completion shall be the date that Engineer or Owner determines that Contractor satisfactorily performed and completed the corrective work identified in the Punchlist in addition to any other work required of Contractor under the Contract Documents.

14.07 Final Payment

A. Application for Payment:

1. After Contractor achieves Final Completion and furnishes all required maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up or as-built record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment inclusive of retainage 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 that Contractor maintains completed operations coverage for its required commercial general liability (CGL) insurance;
 - 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 final releases or waivers (satisfactory to Owner) of all Lien rights or Liens filed in connection with the Work.
3. In lieu of the final releases or waivers of Liens specified in Paragraph 14.07.A.2.d and as approved by Owner, Contractor may furnish an affidavit of Contractor whereby Contractor swears that: (i) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner has paid Contractor through the date of Contractor's final Application for Payment have been paid by Contractor and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner will pay Contractor in the final Application for Payment will represent Contractor's receipt of all payments for the Work except for the specifically enumerated Claims (and Claims not specifically enumerated are deemed released and waived) and that Contractor will promptly pay its Subcontractors and Suppliers upon its receipt of the final payment.
4. The documents and materials that Contractor is required to submit to accompany its Final Application for Payment (as set forth in this Paragraph 14.07) are conditions precedent to final payment.

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 10 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 below. 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. Twenty-five (25) business days after the date on which the Application for Payment is stamped as received by Engineer, 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, 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 therefor 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;
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents;
 5. Contractor's failure to timely pay Subcontractors and Suppliers after it receives payment from Owner; or
 6. Contractor's failure to obtain or maintain the insurance required of it in the Contract.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) 5 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. 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 5 days of the 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 5 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. N/A; and
 - 4. reasonable expenses directly attributable to termination such as demobilization expenses. Attorneys' fees, accountant fees, and home office overhead expenses shall not be deemed reasonable expenses.
- 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) Contractor complies with all conditions precedent to payment and Owner fails for 60 days to pay Contractor the sum Owner undisputedly determined to be due to Contractor, then Contractor may, upon 7 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. Contractor, however, cannot terminate the Contract due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Contractor complies with all conditions precedent to payment and Owner has failed for 60 days to pay Contractor any sum Owner undisputedly determined to be due to Contractor, Contractor may, 7 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. Contract, however, cannot stop the Work due to any dispute (i) concerning the amount of payment due Contractor or (ii) any amounts Owner is withholding from Contractor.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Mediation shall be a condition precedent to any dispute between Owner and Contractor relating to the Contract; provided, however, that Owner, in its sole discretion, can waive mediation as a condition precedent to pursue a claim / litigation against Contractor or defend a claim / litigation from Contractor. The party initiating mediation must submit written request to the other party of its desire to mediate and provide the names of suggested mediators. The parties shall work together to mutually agree on a mediator within 30 days from the written request. The parties shall mediate the dispute within 60 days from the written request unless a different date is agreed upon due to the availability of the mediator, the availability of the parties and their counsel, or upon the mutual agreement of the parties. If the parties are unable to agree on a mediator (and the Owner has not elected to waive mediation), the parties, subject to Paragraph 16.01.C below, agree to allow the court to unilaterally select the mediator and any litigation will be stayed pending the outcome of such mediation.
- B. *N/A.*
1. *N/A.*
- C. Any litigation arising out of or relating to the Contract shall be brought in the exclusive venue of Volusia County, Florida. The prevailing party shall be entitled to all attorneys' fees and court costs at the trial and appellate level. **CONTRACTOR VOLUNTARILY AND KNOWINGLY WAIVES IT RIGHT TO A TRIAL BY JURY.**

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, or an overnight carrier (such as UPS or FedEx) 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 of Florida.

17.06 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:

- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

SC-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:

- 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

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 from date of final project completion. 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.2. Delete 12.01.C.2. in its entirety and insert the following as Paragraph 12.01.C.2:

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 cost incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall not exceed 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall not exceed five percent;
 - c. for increases in the Contract Price, if Owner pursuant to Paragraph 11.01.A.3, requests Contractor to obtain competitive bids from subcontractors and the subcontractor bids are on the basis of Cost of 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, will be paid a fee not to exceed 10 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and Contractor will be paid a fee not to exceed five percent of the subcontractor's Cost of Work. Contractor shall not be paid a contractor's fee for multiple tiers of subcontracts.
 - 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.

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



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 1

July 15, 2019

purchdiv@port-orange.org

19-12 SOUTH COMMONWEALTH WATER MAIN 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 July 15, 2019 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:

Date for Pre-bid is July 29, 2019 10:00 AM

B. CHANGES TO SPECIFICATIONS:

C. QUESTIONS AND ANSWERS:

Question 1. I don't see any drawings on the Demandstar website. Please advise. Also, do you have an engineer's estimate?

Answer: There is a link on page 12 of 381 for the specs and plans, the budget is \$2,584,549.00

Question 2.

Answer:

Questions 3.

Answer:

Question 4.

Answer:

Question 5.

Answer:

Question 6.

Answer:

Question 7.

Answer:

Question 8.

Answer:

Question 9.

Answer:

Questions 10.

Answer:

Question 11.

Answer:

David Van Valkenburgh

Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-12 remains unchanged.

END OF ADDENDUM NO. #1



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. # 2

July 19, 2019

19-12 SOUTH COMMONWEALTH WATER MAIN 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 July 15, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

- 1) Date for Pre-bid is July 29, 2019 10:00 AM
- 2) Bidders must be a commercial general contractor has been revised to "Bidders shall be a commercial entity licensed to do business in the State of Florida and to perform the services identified herein"
 - i. Florida qualified, licensed or certified General Contractor and/or Underground Utility Contractor are qualified to perform the work.

B. CHANGES TO SPECIFICATIONS:

C. QUESTIONS AND ANSWERS:

Question 1. I don't see any drawings on the Demandstar website. Please advise. Also, do you have an engineer's estimate?

Answer: There is a link on page 12 of 381 for the specs and plans, the budget is \$2,584,549.00

David Van Valkenburgh
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-12 remains unchanged.

END OF ADDENDUM NO. #2



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

ADDENDUM NO. # 3

August 19, 2019

purchdiv@port-orange.org

19-12 SOUTH COMMONWEALTH WATER MAIN 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 July 15, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

- 1) Date for Pre-bid is July 29, 2019 10:00 AM
- 2) Bidders must be a commercial general contractor has been revised to "Bidders shall be a commercial entity licensed to do business in the State of Florida and to perform the services identified herein"
 - I. Florida Certified General Contractor and Underground Utility Contractor are qualified to perform the work
- 3) Completion time See section 6 Page 267 of the ITB for correct completion time
 - I. START DATE AND TIME: TBD BY PUBLIC WORKS AND UTILITIES DEPT. AFTER PRE-CONSTRUCTION MEETING
 - II. SUBSTANTIAL COMPLETION TIME: THREE HUNDRED AND SIXTY (360) CALENDAR DAYS OR LESS FROM START TIME
 - III. FINAL COMPLETION TIME: THIRTY (30) CALENDAR DAYS AFTER FINAL SUBSTANTIAL COMPLETION TIME
- 4) **8-14-2019 REVISED** "ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM
 - I. **FINAL NAMED** "ITB 19-12 SOUTH COMMONWEALTH WATER MAIN PRICING BID FORM REVISED FINAL 08.14.2019"
- 5) The Geotechnical Report is provided in response to question #30

B. CHANGES TO SPECIFICATIONS:

N/a

C. QUESTIONS AND ANSWERS:

Question 1. I don't see any drawings on the Demandstar website. Please advise. Also, do you have an engineer's estimate?

Answer: There is a link on page 12 of 381 for the specs and plans, the budget is \$2,584,549.00

Question 2. Please find the attached Request for Interpretation (RFI) with respect to ITB# 19-12 South Commonwealth Water Main Improvements project.

Part B, Bid Item 2 specifies 1,500 LF of 8" HDPE DR11 Water Main by Horizontal Directional Drill. The technical specifications, Section 2.06, Water Main by Horizontal Directional Drill References C900 Fusible PVC. Can 6" DR18 Fusible PVC® be used as an equal for the HDD segments of this project? This is the same size PVC as specified for the Open Cut segments of the project. Please see the Pipe Technical Data Sheet on Page 2.

Answer: 6" DR18 Fusible PVC is an acceptable alternate, however since PVC does not have the same bending radius as the specified HDPE, if a contractor wants to proposed using Fusible PVC they must either provide assurances that the installation as shown on the drawings is possible, or provide their method of installation to meet the intent of the design drawings.

Questions 3. Where does the contractor make the connection to the existing water meter main?

Answer: Reference: all existing meters are to remain and "New Individual Services", if it is a new service it needs to be connected to existing meter and /or new meter

Question 4. Reference Question 3, Contractor is to install that at the curb stop or before or, the detail shows a whole new service it does not show connecting to existing?

Answer: Correct connect to the meter with a whole brand new service with a new curb stop, this is detailed in the pay item B8

Question 5. The drawings do not show existing dry utilities (electricity/cable) is that because there are none, or because they are not shown?

Answer: They may be some that are not shown, the contractor will have to do their due diligence in the beginning and your locates, a lot of these utilities are in the back of the homes, there is ally that runs behind those units. There is a pay item in there for hand locates and in the intersections there is going to be a lot of hand digging to make sure what is shown is correct. This is an old system and there has been a lot of add on and patching

Question 6. Will the tapping valve be paid for in bid item #B3, there is a bid item #B4 for a tapping sleeve but not tapping valve? Is the valve going to be included in bid item #B3 because it does not appear to be included in item #B4?

Answer: It is two sperate items, the contractor will get paid for the valve in pay item #B3 separately.

Question 7. Is the City anticipating needing any line stops for the at Ocean Avenue reconfiguration on either the existing 8-inch or 10-inch in order to remove the existing Tee?

Answer: The City does not anticipate the need for a line stop to perform the work on East Oceans Ave (Sheet C-435).

Question 8. Can you verify the exact scope of work we are doing regarding the notes on the plans that the contractor to install 2" poly to connect existing services prior to installation of the proposed main?

Answer: In some cases, you have an existing main that is in the location where the proposed main will be installed. The drawings call for a temporary jumper connection in these locations, so the residences are not without services for an extended period, this is in Bid Item B13.

Question 9. Is the length of that jumper clarified on the drawings, do we know how many there are and is the quantity in the bid?

Answer: Payment will be made at the applicable unit price per lot for all materials, labor and equipment required for the satisfactory completion of a segment across each parcel, per Bid Item B13, an estimated quantity is provided on Attachment 1, Bid Proposal Form, Item B13.

Questions 10. The services are not clearly identified in the bid, are the known service or as needed line item? And we include any footage that is required per parcel?

Answer: This is mainly an as needed line item, however one of section of road has been identified on the plans Sheet C-401 and C-402. Payment will be made at the applicable unit price per lot for all materials, labor and equipment required for the satisfactory completion of a segment across each parcel, per Bid Item B13, an estimated quantity is provided on Attachment 1, Bid Proposal Form, Item B13.

Question 11. Is this a buried installation or is it temporary that you can lay over top?

Answer: The 2" temporary jumper is to have 6 to 8 inches of cover.

Question 12. Do the specifications identify how to handle asbestos cement pipe?

Answer: Per the drawings, asbestos cement pipe is to be cut, grout filled, capped, and abandoned in place.

Question 13. Do you have about 100' identified that it needs to be removed and disposed of?

Answer: Yes, this is included in Bid Item B15 and includes areas where the asbestos concrete pipe must be removed for the installation of the new mains. Asbestos concrete must be removed and disposed of in accordance with the most current OSHA Federal and State disposal requirements.

Question 14. Is this a mandatory or non-mandatory bid open?

Answer: This is a non-mandatory bid open and a non-mandatory site visit but encourage site visit but the bidders.

Question 15. It has come to my attention that Port Orange does their own Wet-Taps & doesn't allow others to do so, unless there has been a recent change. Bid Part B Item 4a, & 4b, 6" x 6" and 4" x 4" Tapping Sleeves. Has the City of Port Orange waived this Restriction on this project?

Answer: The tapping of mains shall be performed by the City and requires a minimum of 2 business days' notice. The Contractor is responsible for all labor, materials, and equipment necessary to perform the tap. Additionally, the Contractor is responsible for preparing a safe, secure, and dry excavation for the tapping, the bottom of the excavation shall have a minimum of 6" thick bedding of #57 drainage stone and have no standing water present prior to City staff entering.

Question 16. Detail W-8 on Sheet C-502 shows back flow locations. Will a back flow be required for each service?

Answer: No backflow device is required for residential service, use Detail W-9 Sheet C-502 for services.

Question 18. Bid item #8 does not differentiate between single & double services. Will we be paid twice under this line item for any double services installed?

Answer: See revised Attachment 1 Schedule of Unit Pricing, double service connections will be paid from Bid Items B8(b) and B8(d).

Question 19. Due to how narrow the roads are, will road closure be allowed for drill/ tie in on Christiancy Avenue?

Answer: Road closures will be allowed per City approval of the MOT Plan.

Question 20. Bid form has areas to be filled in by contractor for number of days to complete job & number of years for warranty coverage. Since these are already clarified in specs, can you please clarify if this will impact or be used to as basis of award?

Answer: Yes it will be used to determine "RESPONSIVE, RESPONSIBLE BIDDER"

Question 21. Potable water main construction notes 22 on sheet C-501 states that tapping of mains to be by City personnel. Measurement & payment for bid item B-4 indicates all material and labor by contractor. Please clarify.

Answer: See answer to Question 15

Question 22. Detail W-27 on sheet C-501 does not seem applicable to bid unit 13, nor does measurement & payment section 01025 2.17 describe materials required for this scope.

Answer: The Detail W-27 does not apply to the Bid Item B13, the cost for jumpers using detail W-27 for testing and clearance, should be included in the cost of the water main.

Question 23. Bid unit 13 in its current described scope does not adequately provide the contractor enough detail to lump sum costs to a per unit basis. Some of these services could be as much as 200' - 300' from closest WM. Could this item be broken down into a per temporary service cost to meter AND a per LF cost for temporary main?

Answer: See answer to Question 9 and Question 10

Question 24. Could not locate 8" line stop on plans. Please confirm pay item Part D 5D is required.

Answer: This item is provided for shutting of mains that may not be able to shut down. Please provide cost on your bid.

Question 25. Are tapping valves to be paid under gate valve pay item Part B3 or tapping sleeve pay item Part B4?

Answer: See answer to Question 6.

Question 26. Under what pay item are we to include 95' of 2" directional drill shown on sheet C-425?

Answer: Bid Item B2(b) has been added, see revised Attachment 1, Schedule of Unit Pricing.

Question 27. Plans show several lots that have a circle drawn with an "S" drawn inside at or near the ROW that are not called out on sheet G-003. Are they Septic tanks?

Answer: No, these were to signify single services, please disregard.

Question 28. What pipe material is to be used between valve & hydrant for offset fire hydrants? Will DR-11 HDPE be allowed?

Answer: The pipe material between the valve and hydrant for offset fir hydrants shall be C-900 PVC or C-905 CL 150 or D.I.P Pressure Class 350 Standard cement lined.

Question 29. Who is local rep or preferred vendor for Team Industries?

Answer: The local Representative for Team Industries Insert Valve is Frank Porter 352-483-6433

Question 30. Is a geotechnical report or soil boring report available? was rock encountered during soil borings or is pay item Part B 20 a contingency item?

Answer: See attached geotechnical report, no rock was indicated on the borings performed.

Question 31. Is concrete spill way replacement at Taylor Avenue & Niver Street to include flume and spillway down bank of canal?

Answer: The flume down the bank should remain undisturbed during construction.

Question 32. Under what pay item are we to include the concrete spillway replacement?

Answer: The flume down the bank should remain undisturbed during construction.

Question 33. There is no landscaping or fencing restoration pay item. There are several lots that have both within the ROW. Are these areas to be sodded as part of pay item Part C 4A & 4B or replaced as is?

Answer: The City will give notice to homeowners that improvements in the R/W will be removed to allow them to save if they want. It is intended to sod all disturbed areas.

Question 34. It seems there is an overabundance of line stops on this project. Although not enough to eliminate all line stops, there seems to be more than enough existing valves to facilitate existing main isolation for tie in of services to new main. Is the reason for this amount of line stops is because existing valves are non-operable? or is intent to use all line stops shown on plans?

Answer: The existing valves may not shut completely and so the abundance of line stops is for shutting down mains that cannot be shut down with the existing valves. Please bid the quantities in the bid.

Question 34. Are there liquidated damages? What is the amount?

Answer: Article 4 section 4.3 Liquidated Damages \$500/day

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-12 remains unchanged.
END OF ADDENDUM NO. #3



NOTICE OF INTENT TO AWARD

ITB #19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS

August 29, 2019

On August 26, 2019 Purchasing received six (6) bids for 19-12 South Commonwealth Water Main Improvements.

After review of the bids submitted, City Staff has made its recommendation to award General Underground LLC of Chiefland, FL for Bid of \$2,149,764.10, including a 10% contingency to be the lowest, responsive, responsible bidder.

Recommendation to award will be presented for City Council approval on October 1, 2019.

**David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent**



4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810

August 28, 2019

Junos Reed, P.E.
City of Port Orange
1000 City Center Circle
Port Orange, Florida

**Subject: South Commonwealth Water Main Improvements
Recommendation of Award**

Dear Junos,

The City received six (6) bids on the above referenced project on August 28, 2019. Per the City's Purchasing Department, five (5) bids were deemed responsive and responsible, and one (1) bid was deemed non-responsive due to submitting incorrect pricing sheet. Of the five (5) bidders, one (1) did not submit length of time to complete the work or warranty period. This bidder was not within the competitive range.

According to the Purchasing Department's bid review and tabulation, the lowest, responsive and responsible bidder was General Underground, LLC of Chiefland, Florida, with an apparent low bid in the amount of \$2,149,764.10, including a 10% contingency. The apparent second and third low bids were submitted by TB Landmark of Jacksonville and Hazen Construction of New Smyrna Beach, with bids of \$2,572,754.80 and \$2,731,520.00, respectively.

General Underground is well known to our firm. They are currently working on a \$2.3 million project designed by our firm for the City of Deltona, installing reclaimed water main. They recently completed a \$2.2 million reclaimed water main extension project in Ormond Beach which they completed to the satisfaction of the City. We have spoken with their principals and they have stated that they have the manpower and equipment necessary to perform the work within the contract time.

Based on our past experience with General Underground and the bid submitted, we have no reason to not recommend the City award the subject contract them.

Thank you for this opportunity to continue to be of service. Please contact our office if you there are any questions.

Sincerely,

MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read 'Andrew M. Giannini'.

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



City of Port Orange Public Utilities and Works Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities and Works Director
Julia Wiggins, Public Utilities and Works Budget Analyst

FROM: Junos Reed, Public Utilities and Works Engineering and Construction Manager

DATE: August 28, 2019

SUBJECT: Recommendation of award of construction contract to General Underground, LLC for the South Commonwealth Water Main Improvements Project

REQUEST:

The Public Utilities and Works Department is requesting the City Council award the construction contract to General Underground, LLC in the amount of \$2,149,764.10.

PURPOSE:

This water system improvement project is part of the water distribution system maintenance program.

CONSIDERATION:

On August 1, 2017, City Council approved the South Commonwealth Water Main Improvement project under Task Authorization No 13 to Mead and Hunt. The purpose of this project is to replace and upsize the existing substandard and aging water distribution system. Majority of the existing water mains were built around 1950's and the water system has become unreliable due to unexpected leaks and breaks. Many water mains are undersized and flow rate capacities have been reduced due to internal pipe tuberculation. The existing water mains will be replaced and upsized to improve reliability and meet the latest fire protection standards. Additionally, existing asbestos cement pipe will be replaced with latest industry standard pipe materials.

FUNDING:

Project #: URP001
Account #: 401-0300-536-63-97 \$195,433.10
403-0800-533-63-97 \$472,791.00
405-0200-535-63-97 \$158,552.00
405-0800-533-63-97 \$1,322,988.00

RECOMMENDATION:

The Public Utilities and Works Department award the construction contract to General Underground, LLC in the amount of \$2,149,764.10 for the construction of the South Commonwealth Water Main Improvement project.

ANTICIPATED SCHEDULE:

Council Meeting 10/1/2019
Executed Contract 10/25/19

The project will be substantially complete 360 days from the Notice to Proceed date.

ATTACHMENTS:

1. ITB 19-12 South Commonwealth Water Main Pricing Bid Tabulation
2. Mead & Hunt Letter of Recommendation of Award
3. Notice of Intent to Award
4. General Underground, LLC Bid Submission

	B	C	D	E	G	H	J	K	M	N
2	"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-12 SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS					Opened and tabulated by:David Van Valkenburgh Purchasing Agent Witnessed by:Joseph Castro Purchasing Buyer				
3										
4										
5										
6										
7					General	Chiefland FL	Hazen	New Smyrna Beach	TB Landmark	Jacksonville FL
8	ITEM #	DESCRIPTION	EST QTY	UNIT	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE
9	PART A	PRELIMINARY								
10	1	Mobilization	1	LS	\$65,000.00	\$65,000.00	\$40,000.00	\$40,000.00	\$116,500.00	\$116,500.00
11	2	Pre-Construction Video	1	LS	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00
12	3	Field Locate and Expose Existing Utilities	1	LS	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00
13	4	Erosion and Turbidity Control	1	LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$21,000.00	\$21,000.00
14					Part A Subtotal:	\$140,000.00	Part A Subtotal:	\$100,000.00	Part A Subtotal:	\$153,500.00
15	ITEM #	DESCRIPTION	EST QTY	UNIT	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE
16	PART B	POTABLE WATER SYSTEM								
17	1	PVC Water Main (Blue) (DR 18 w/ Restrained Joints)								
18	a)	6" AWWA C-900 (12,860 LF shown) (RJ)	13,000	LF	\$37.90	\$492,700.00	\$38.00	\$494,000.00	\$42.35	\$550,550.00
19	b)	2" Poly DR9 with Wire	1,600	LF	\$40.00	\$64,000.00	\$25.00	\$40,000.00	\$24.50	\$39,200.00
20	2	Water Main by Horizontal Directional Drill			-					
21	a)	8" HDPE DR11	1,500	LF	\$37.90	\$56,850.00	\$90.00	\$135,000.00	\$55.00	\$82,500.00
22	b)	2" HDPE DR9(blue)	100	LF	\$40.00	\$4,000.00	\$35.00	\$3,500.00	\$30.00	\$3,000.00
23	3	Resilient Seat Gate Valve & Box (with Collar)								
24	a)	6"	75	EA	\$1,300.00	\$97,500.00	\$2,200.00	\$165,000.00	\$1,400.00	\$105,000.00
25	b)	4"	1	EA	\$1,100.00	\$1,100.00	\$1,600.00	\$1,600.00	\$1,025.00	\$1,025.00
26	c)	2"	4	EA	\$750.00	\$3,000.00	\$950.00	\$3,800.00	\$550.00	\$2,200.00
27	4	Tapping Sleeve								
28	a)	6" x 6"	7	EA	\$3,200.00	\$22,400.00	\$8,500.00	\$59,500.00	\$3,600.00	\$25,200.00
29	b)	4" x 4"	1	EA	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00	\$3,600.00	\$3,600.00
30	5	Insertion Valve and Line Stop			-					
31	a)	6" Insertion Valve	6	EA	\$6,500.00	\$39,000.00	\$12,000.00	\$72,000.00	\$11,800.00	\$70,800.00
32	b)	2" Line Stop	24	EA	\$2,000.00	\$48,000.00	\$3,100.00	\$74,400.00	\$3,000.00	\$72,000.00
33	c)	6" Line Stop	14	EA	\$3,000.00	\$42,000.00	\$4,700.00	\$65,800.00	\$6,500.00	\$91,000.00
34	d)	8" Line Stop	1	EA	\$3,000.00	\$3,000.00	\$5,100.00	\$5,100.00	\$7,700.00	\$7,700.00
35	6	Tie-In (Fittings & Restraints)								
36	a)	6" to 6"	6	EA	\$3,000.00	\$18,000.00	\$5,500.00	\$33,000.00	\$2,335.00	\$14,010.00
37	7	DIP Fittings Add or Delete	10	TN	\$1,000.00	\$10,000.00	\$5,000.00	\$50,000.00	\$5,600.00	\$56,000.00
38	8	Water Services			-					
39	a)	Short, 1", to single meter	86	EA	\$550.00	\$47,300.00	\$650.00	\$55,900.00	\$675.00	\$58,050.00
40	b)	Short, 1", to double meter	65	EA	\$660.00	\$42,900.00	\$700.00	\$45,500.00	\$850.00	\$55,250.00
41	c)	c) Long, 1", to single meter	36	EA	\$680.00	\$24,480.00	\$1,550.00	\$55,800.00	\$1,050.00	\$37,800.00
42	d)	d) Long, 1", to double meter	55	EA	\$840.00	\$46,200.00	\$1,600.00	\$88,000.00	\$1,250.00	\$68,750.00
43	9	Blowoff Assembly - 2"	10	EA	\$2,000.00	\$20,000.00	\$2,600.00	\$26,000.00	\$2,500.00	\$25,000.00
44	10	Water Meter "Cut Overs"	220	EA	\$400.00	\$88,000.00	\$115.00	\$25,300.00	\$250.00	\$55,000.00
45	11	Remove Fire Hydrant Assembly	3	EA	\$5,200.00	\$15,600.00	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00
46	12	Furnish and Install Fire Hydrant Assembly	30	EA	\$5,500.00	\$165,000.00	\$6,000.00	\$180,000.00	\$5,150.00	\$154,500.00
47	13	2" Temporary Jumper (w/ 1" service) per each parcel	90	EA	\$300.00	\$27,000.00	\$600.00	\$54,000.00	\$940.00	\$84,600.00
48	14	Cap or Plug and Abandon Existing 2" Line (all ends)	1	LS	\$30,000.00	\$30,000.00	\$2,000.00	\$2,000.00	\$14,000.00	\$14,000.00
49	15	Removal of Transite Pipe	100	LF	\$250.00	\$25,000.00	\$65.00	\$6,500.00	\$49.00	\$4,900.00
50	16	Swab by "Pigging" New Water Lines								
51	a)	6" and Larger Water Main	14,200	LF	\$1.00	\$14,200.00	\$2.00	\$28,400.00	\$1.25	\$17,750.00
52	17	Unsuitable Material Excavation	100	CY	\$10.00	\$1,000.00	\$50.00	\$5,000.00	\$35.00	\$3,500.00
53	18	Bulk Concrete	10	CY	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$285.00	\$2,850.00
54	19	Crushed Rock or Shell Trench Subgrade Material	100	CY	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$45.00	\$4,500.00
55	20	Rock Excavation	20	CY	\$20.00	\$400.00	\$100.00	\$2,000.00	\$190.00	\$3,800.00
56	21	East Ocean Ave and US Hwy 1 Water Main Adj	1	LS	\$35,000.00	\$35,000.00	\$1,800.00	\$1,800.00	\$15,800.00	\$15,800.00
57					Part B Subtotal:	\$1,490,130.00	Part B Subtotal:	\$1,789,600.00	Part B Subtotal:	\$1,735,835.00
58										
59	PART C	RESTORATION AND GENERAL ITEMS								
60	1	Open Cut and Repair Asphalt	1,600	SY	\$30.00	\$48,000.00	\$110.00	\$176,000.00	\$65.00	\$104,000.00
61	2	Concrete Pavement/Sidewalks								
62	a)	Driveways, 6" Thick Fibermesh	600	SY	\$30.00	\$18,000.00	\$75.00	\$45,000.00	\$70.00	\$42,000.00
63	b)	Sidewalks, 2,500 PSI with Fiberglass Rebar	1,200	SY	\$30.00	\$36,000.00	\$55.00	\$66,000.00	\$56.00	\$67,200.00
64	3	Concrete Curb 3000 PSI	600	LF	\$32.00	\$19,200.00	\$26.00	\$15,600.00	\$35.00	\$21,000.00
65	4	Furnish & Install Sod								
66	a)	Bahia	40,000	SY	\$2.15	\$86,000.00	\$4.00	\$160,000.00	\$3.25	\$130,000.00
67	b)	St. Augustine	8,000	SY	\$4.00	\$32,000.00	\$6.00	\$48,000.00	\$5.25	\$42,000.00
68	5	Traffic Control	1	LS	\$21,000.00	\$21,000.00	\$42,000.00	\$42,000.00	\$15,000.00	\$15,000.00
69	6	Compliance with Florida Trench Safety Act	1	LS	\$1.00	\$1.00	\$1,000.00	\$1,000.00	\$3,333.00	\$3,333.00
70	7	Layout, As-built and Record Drawing Preparation	1	LS	\$64,000.00	\$64,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
71					Part C Subtotal:	\$324,201.00	Part C Subtotal:	\$593,600.00	Part C Subtotal:	\$449,533.00
72										
73					Subtotal of A,B,C:	\$1,954,331.00	Subtotal of A,B,C:	\$2,483,200.00	Subtotal of A,B,C:	\$2,338,868.00
74					Contingency (10%):	\$195,433.10	Contingency (10%):	\$248,320.00	Contingency (10%):	\$233,886.80
75					TOTAL BASE BID	\$2,149,764.10	TOTAL BASE BID	\$2,731,520.00	TOTAL BASE BID	\$2,572,754.80
76		Number of calendar days to complete upon receipt of PO:		DAYS	DAYS	360	DAYS	Did Not	DAYS	390
77		Warranty for Materials:		YEARS	YEARS	1	YEARS	Provide	YEARS	1
78	AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER				YES		YES		YES	
79										
80										
81										
82										
83										
84										
85										
86										
87										
88	"ATTACHMENT 1" SCHEDULE OF UNIT PRICING									

	B	C	D	E	G	H	J	K	M	N
89	BID FORM CITY OF PORT ORANGE ITB # 19-12 Revised 08/14/2019									
90										
91										
92	SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS									
93					DB Civil Ormond FL	SanPik Lake Mary		Masci Port Orange,FL		
94	ITEM #	DESCRIPTION	EST QTY	UNIT	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE
95	PART A	PRELIMINARY								
96	1	Mobilization	1	LS	\$0.00	\$0.00	\$190,000.00	\$190,000.00	\$193,830.00	\$193,830.00
97	2	Pre-Construction Video	1	LS	\$0.00	\$0.00	\$1,470.00	\$1,470.00	\$2,300.00	\$2,300.00
98	3	Field Locate and Expose Existing Utilities	1	LS	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$41,200.00	\$41,200.00
99	4	Erosion and Turbidity Control	1	LS	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$23,580.00	\$23,580.00
100					Part A Subtotal:	\$0.00	Part A Subtotal:	\$216,470.00	Part A Subtotal:	\$260,910.00
101	ITEM #	DESCRIPTION	EST QTY	UNIT	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE	PROPOSED PRICE	TOTAL PRICE
102	PART B	POTABLE WATER SYSTEM								
103	1	PVC Water Main (Blue) (DR 18 w/ Restrained Joints)								
104	a)	6" AWWA C-900 (12,860 LF shown) (RJ)	13,000	LF	\$0.00	\$0.00	\$45.50	\$591,500.00	\$49.99	\$649,870.00
105	b)	2" Poly DR9 with Wire	1,600	LF	\$0.00	\$0.00	\$16.00	\$25,600.00	\$29.45	\$47,120.00
106	2	Water Main by Horizontal Directional Drill								
107	a)	8" HDPE DR11	1,500	LF	\$0.00	\$0.00	\$52.00	\$78,000.00	\$51.29	\$76,935.00
108	b)	2" HDPE DR9(blue)	100	LF	\$0.00	\$0.00	\$32.00	\$3,200.00	\$39.75	\$3,975.00
109	3	Resilient Seat Gate Valve & Box (with Collar)								
110	a)	6"	75	EA	\$0.00	\$0.00	\$1,200.00	\$90,000.00	\$1,289.00	\$96,675.00
111	b)	4"	1	EA	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$1,190.00	\$1,190.00
112	c)	2"	4	EA	\$0.00	\$0.00	\$500.00	\$2,000.00	\$732.00	\$2,928.00
113	4	Tapping Sleeve								
114	a)	6" x 6"	7	EA	\$0.00	\$0.00	\$3,300.00	\$23,100.00	\$3,200.00	\$22,400.00
115	b)	4" x 4"	1	EA	\$0.00	\$0.00	\$3,200.00	\$3,200.00	\$3,050.00	\$3,050.00
116	5	Insertion Valve and Line Stop								
117	a)	6" Insertion Valve	6	EA	\$0.00	\$0.00	\$10,000.00	\$60,000.00	\$10,200.00	\$61,200.00
118	b)	2" Line Stop	24	EA	\$0.00	\$0.00	\$3,500.00	\$84,000.00	\$1,997.00	\$47,928.00
119	c)	6" Line Stop	14	EA	\$0.00	\$0.00	\$6,000.00	\$84,000.00	\$4,390.00	\$61,460.00
120	d)	8" Line Stop	1	EA	\$0.00	\$0.00	\$6,800.00	\$6,800.00	\$5,900.00	\$5,900.00
121	6	Tie-In (Fittings & Restraints)								
122	a)	6" to 6"	6	EA	\$0.00	\$0.00	\$3,000.00	\$18,000.00	\$1,300.00	\$7,800.00
123	7	DIP Fittings Add or Delete	10	TN	\$0.00	\$0.00	\$8,000.00	\$80,000.00	\$6,500.00	\$65,000.00
124	8	Water Services								
125	a)	Short, 1", to single meter	86	EA	\$0.00	\$0.00	\$650.00	\$55,900.00	\$799.15	\$68,726.90
126	b)	Short, 1", to double meter	65	EA	\$0.00	\$0.00	\$770.00	\$50,050.00	\$839.73	\$54,582.45
127	c)	c) Long, 1", to single meter	36	EA	\$0.00	\$0.00	\$925.00	\$33,300.00	\$1,137.24	\$40,940.64
128	d)	d) Long, 1", to double meter	55	EA	\$0.00	\$0.00	\$1,100.00	\$60,500.00	\$1,229.97	\$67,648.35
129	9	Blowoff Assembly - 2"	10	EA	\$0.00	\$0.00	\$2,000.00	\$20,000.00	\$1,935.00	\$19,350.00
130	10	Water Meter "Cut Overs"	220	EA	\$0.00	\$0.00	\$100.00	\$22,000.00	\$150.00	\$33,000.00
131	11	Remove Fire Hydrant Assembly	3	EA	\$0.00	\$0.00	\$700.00	\$2,100.00	\$150.00	\$450.00
132	12	Furnish and Install Fire Hydrant Assembly	30	EA	\$0.00	\$0.00	\$4,500.00	\$135,000.00	\$5,112.00	\$153,360.00
133	13	2" Temporary Jumper (w/ 1" service) per each parcel	90	EA	\$0.00	\$0.00	\$1,100.00	\$99,000.00	\$871.35	\$78,421.50
134	14	Cap or Plug and Abandon Existing 2" Line (all ends)	1	LS	\$0.00	\$0.00	\$23,000.00	\$23,000.00	\$16,300.00	\$16,300.00
135	15	Removal of Transite Pipe	100	LF	\$0.00	\$0.00	\$15.00	\$1,500.00	\$35.50	\$3,550.00
136	16	Swab by "Pigging" New Water Lines								
137	a)	6" and Larger Water Main	14,200	LF	\$0.00	\$0.00	\$3.00	\$42,600.00	\$0.69	\$9,798.00
138	17	Unsuitable Material Excavation	100	CY	\$0.00	\$0.00	\$50.00	\$5,000.00	\$5.00	\$500.00
139	18	Bulk Concrete	10	CY	\$0.00	\$0.00	\$300.00	\$3,000.00	\$250.00	\$2,500.00
140	19	Crushed Rock or Shell Trench Subgrade Material	100	CY	\$0.00	\$0.00	\$30.00	\$3,000.00	\$75.00	\$7,500.00
141	20	Rock Excavation	20	CY	\$0.00	\$0.00	\$50.00	\$1,000.00	\$25.00	\$500.00
142	21	East Ocean Ave and US Hwy 1 Water Main Adj	1	LS	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$5,930.00	\$5,930.00
143					Part B Subtotal:	\$0.00	Part B Subtotal:	\$1,722,350.00	Part B Subtotal:	\$1,716,488.84
144										
145	PART C	RESTORATION AND GENERAL ITEMS								
146	1	Open Cut and Repair Asphalt	1,600	SY	\$0.00	\$0.00	\$47.00	\$75,200.00	\$49.90	\$79,840.00
147	2	Concrete Pavement/Sidewalks							-	
148	a)	Driveways, 6" Thick Fibermesh	600	SY	\$0.00	\$0.00	\$62.00	\$37,200.00	\$54.27	\$32,562.00
149	b)	Sidewalks, 2,500 PSI with Fiberglass Rebar	1,200	SY	\$0.00	\$0.00	\$50.00	\$60,000.00	\$45.29	\$54,348.00
150	3	Concrete Curb 3000 PSI	600	LF	\$0.00	\$0.00	\$21.00	\$12,600.00	\$23.77	\$14,262.00
151	4	Furnish & Install Sod								
152	a)	Bahia	40,000	SY	\$0.00	\$0.00	\$3.75	\$150,000.00	\$2.15	\$86,000.00
153	b)	St. Augustine	8,000	SY	\$0.00	\$0.00	\$5.50	\$44,000.00	\$4.25	\$34,000.00
154	5	Traffic Control	1	LS	\$0.00	\$0.00	\$75,000.00	\$75,000.00	\$35,700.00	\$35,700.00
155	6	Compliance with Florida Trench Safety Act	1	LS	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
156	7	Layout, As-built and Record Drawing Preparation	1	LS	\$0.00	\$0.00	\$75,000.00	\$75,000.00	\$38,800.00	\$38,800.00
157					Part C Subtotal:	\$0.00	Part C Subtotal:	\$534,000.00	Part C Subtotal:	\$378,512.00
158										
159					Subtotal of A,B,C:	\$0.00	Subtotal of A,B,C:	\$2,472,820.00	Subtotal of A,B,C:	\$2,355,910.84
160					Contingency (10%):	\$0.00	Contingency (10%):	\$247,282.00	Contingency (10%):	\$235,591.08
161					TOTAL BASE BID	\$0.00	TOTAL BASE BID	\$2,720,102.00	TOTAL BASE BID	\$2,591,501.92
162		Number of calendar days to complete upon receipt of PO:		DAYS	DAYS		DAYS	390	DAYS	360
163		Warranty for Materials:		YEARS	YEARS		YEARS	1	YEARS	1
164	AWARD: THIS BID WILL BE AWARDED TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER				NO		YES		YES	
165					Wrong Pricing	Sheet				



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B7d) Approval of expenditure authority for the renewal of the Employee Medical Insurance Plan with Florida Health Care Plans

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve expenditure authority for a one-year contract extension (January 1, 2020 thru December 31, 2020) with Florida Health Care Plans for employee health insurance, consistent with this agenda item, and to delegate authority to the City Manager to finalize and execute any required documents with Florida Health Care Plans for renewal January 1, 2020.

SUMMARY:

The City released RFP 18-12 awarded a renewal of employee medical insurance to Florida Health Care Plans commencing July 1, 2018 for a period of 18 months. The contract provides for two (2) additional one-year periods, subject to City Manager approval.

The City's broker, Brown & Brown, has surveyed the local market for employee group health insurance and has presented a competitive renewal with the current incumbent Florida Health Care Plans for a **3.9%** increase among all plans including the Balance HMO plan, which is the plan the City pays 100% of the employee only cost. The dollar amount of the proposed increase is **\$22.35** per employee, per month. The estimated increase to the City is estimated at approximately **\$120,690** annually, which is within the current proposed budget. This premium does not represent a change in benefit structure for employees.

The City has not had a rate increase for health insurance premiums under the current incumbent, Florida Health Care Plans since July 2017. Other carriers that Brown and Brown surveyed who were willing to provide an estimate of premium rates, with a comparable level of coverage, were Aetna, Cigna, and United Health Care. The estimated rates for these other providers were within range or higher than the current proposed renewal from FHCP. Brown and Brown also evaluated the rates being paid by other local municipalities within Volusia County to FHCP to ensure the renewal rate is competitive.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Florida Health Care Plans Renewal Proposal	Florida Health Care Plans Renewal Proposal.pdf
2.	City Rate Comparison	City of Port Orange 10.1.19.pdf

Heather Carrizales

Jamie Miller

Scott Neils

Margaret Roberts

Jake Johansson

Robin Fenwick

Created/Initiated - 9/13/2019

Approved - 9/15/2019

Approved - 9/16/2019

Approved - 9/24/2019

Approved - 9/24/2019

Final Approval - 9/24/2019

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

January 1, 2020 - December 31, 2020

Current Renewal									
Vendor		Florida Healthcare			Florida Healthcare			Florida Healthcare	
Plan Name		FHC T10			FHC T38			FHC T96	
Plan Type		HMO			HMO			POS HSA	
Plan Details		Network			Network			Network	
		Single	Family		Single	Family		Single	Family
Plan Deductible		\$0	\$0		\$500	\$1,000		\$1,350	\$2,700
Embedded Deductible:		N/A			Yes			No	
Calendar or Policy Year:		Calendar			Calendar			Calendar	
Coinsurance:		15%			20%			20%	
Maximum Out-of-Pocket:		\$3,000	\$6,000		\$4,000	\$8,000		\$5,000	\$5,000
(Includes Deductible, Copay, Rx)		Yes			Yes			Yes	
Physician Services									
Office Visit:		\$20			\$25			Deductible + Coinsurance	
Specialist:		\$35			\$50			Deductible + Coinsurance	
Chiropractic:		\$15			\$25			Deductible + Coinsurance	
Telemedicine:		\$10 PCP / \$30 Specialist			\$10 PCP / \$30 Specialist			Ded + \$10 PCP / Ded + \$30 Specialist	
Hospital / Emergency Services									
Inpatient Hospital Per Admission:		\$200			Deductible + Coinsurance			Deductible + Coinsurance	
Emergency Room:		\$100			\$350			Deductible + Coinsurance	
Urgent Care:		\$60			\$100			Deductible + Coinsurance	
Outpatient Surgical Facility:		\$100			Deductible + Coinsurance			Deductible + Coinsurance	
Ambulatory Surgery Center:		\$100			Deductible + Coinsurance			Deductible + Coinsurance	
Diagnostic Services (Independent Facility)									
Lab & X-Ray Outpatient:		\$0			\$0			Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):		\$0			Deductible + Coinsurance			Deductible + Coinsurance	
Prescription Drug									
Deductible:		N/A			N/A			Calendar Year Deductible	
Prescription Tier		\$3 \$10 \$30 \$55 15% 25%			\$3 \$10 \$30 \$55 15% 25%			\$3 \$10 \$30 \$55 15% 25%	
Walgreens Tier		\$15 \$35 \$60			\$15 \$35 \$60			\$15 \$35 \$60	
Mail Order Prescription (90 Day Supply):		\$6 \$27 \$87 \$162			\$6 \$27 \$87 \$162			\$6 \$27 \$87 \$162	
Non-Network Plan Details		Non-Network			Non-Network			Non-Network	
Plan Deductible		N/A			N/A			\$2,600	\$5,200
Coinsurance:		N/A			N/A			40%	
Maximum Out-of-Pocket:		N/A			N/A			\$10,000	\$10,000
Per Occurrence Deductible (Inpatient/Outpatient):		N/A			N/A			N/A	
Plan Rates Current Enrollment		Current	Renewal		Current	Renewal		Current	Renewal
Employee:	135	\$697.70	\$757.63	143	\$573.04	\$626.24	43	\$471.56	\$512.24
Employee + Spouse:	24	\$1,232.14	\$1,337.98	10	\$1,011.99	\$1,105.94	8	\$832.78	\$904.61
Employee + Child(ren):	11	\$1,232.14	\$1,337.98	10	\$1,011.99	\$1,105.94	6	\$832.78	\$904.61
Family:	21	\$1,511.22	\$1,641.04	19	\$1,241.21	\$1,356.44	13	\$1,021.41	\$1,109.51
Estimated Monthly Premiums:	191	\$169,050	\$183,571	182	\$125,768	\$137,443	70	\$45,214	\$49,114
Estimated Annual Premiums:		\$2,028,600	\$2,202,854		\$1,509,210	\$1,649,322		\$542,572	\$589,374
Rate Change from Current (%):			8.6%			9.3%			8.6%
		Current	Renewal	T34 was removed due to no enrolled employees					
Estimated Grand Total Annual Premiums:		\$4,080,382	\$4,441,550						
PEPY		\$9,211	\$10,026						
Rate Change from Current (%):			8.9%						
Rate Change from Current (\$):			\$361,168						

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage
City of Port Orange
January 1, 2020 - December 31, 2020

Current Revised Renewal Final																
Vendor		Florida Healthcare				Florida Healthcare				Florida Healthcare						
Plan Name		FHC T10				FHC T38				FHC T96						
Plan Type		HMO				HMO				POS HSA						
Plan Details		Network				Network				Network						
		Single		Family		Single		Family		Single		Family				
Plan Deductible		\$0		\$0		\$500		\$1,000		\$1,350		\$2,700				
Embedded Deductible:		N/A				Yes				No						
Calendar or Policy Year:		Calendar				Calendar				Calendar						
Coinsurance:		15%				20%				20%						
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)		\$3,000		\$6,000		\$4,000		\$8,000		\$5,000		\$5,000				
Physician Services		Yes				Yes				Yes						
Office Visit:		\$20				\$25				Deductible + Coinsurance						
Specialist:		\$35				\$50				Deductible + Coinsurance						
Chiropractic:		\$15				\$25				Deductible + Coinsurance						
Telemedicine:		\$10 PCP / \$30 Specialist				\$10 PCP / \$30 Specialist				Ded + \$10 PCP / Ded + \$30 Specialist						
Hospital / Emergency Services																
Inpatient Hospital Per Admission:		\$200				Deductible + Coinsurance				Deductible + Coinsurance						
Emergency Room:		\$100				\$350				Deductible + Coinsurance						
Urgent Care:		\$60				\$100				Deductible + Coinsurance						
Outpatient Surgical Facility:		\$100				Deductible + Coinsurance				Deductible + Coinsurance						
Ambulatory Surgery Center:		\$100				Deductible + Coinsurance				Deductible + Coinsurance						
Diagnostic Services (Independent Facility)																
Lab & X-Ray Outpatient:		\$0				\$0				Deductible + Coinsurance						
Advanced Imaging Services (MRI, MRA, PET, CT):		\$0				Deductible + Coinsurance				Deductible + Coinsurance						
Prescription Drug																
Deductible:		N/A				N/A				Calendar Year Deductible						
Prescription Tier		\$3 \$10 \$30 \$55 15% 25%				\$3 \$10 \$30 \$55 15% 25%				\$3 \$10 \$30 \$55 15% 25%						
Walgreens Tier		\$15 \$35 \$60				\$15 \$35 \$60				\$15 \$35 \$60						
Mail Order Prescription (90 Day Supply):		\$6 \$27 \$87 \$162				\$6 \$27 \$87 \$162				\$6 \$27 \$87 \$162						
Non-Network Plan Details		Non-Network				Non-Network				Non-Network						
Plan Deductible		N/A				N/A				\$2,600		\$5,200				
Coinsurance:		N/A				N/A				40%						
Maximum Out-of-Pocket:		N/A				N/A				\$10,000		\$10,000				
Per Occurrence Deductible (Inpatient/Outpatient):		N/A				N/A				N/A						
Plan Rates Current Enrollment		Current			Revised			Final			Current		Revised		Final	
Employee:	135	\$697.70	\$748.28	\$724.91	143	\$573.04	\$618.52	\$595.39	43	\$471.56	\$504.79	\$489.95				
Employee + Spouse:	24	\$1,232.14	\$1,321.47	\$1,280.20	10	\$1,011.99	\$1,092.31	\$1,051.46	8	\$832.78	\$891.45	\$865.26				
Employee + Child(ren):	11	\$1,232.14	\$1,321.47	\$1,280.20	10	\$1,011.99	\$1,092.31	\$1,051.46	6	\$832.78	\$891.45	\$865.26				
Family:	21	\$1,511.22	\$1,620.78	\$1,570.16	19	\$1,241.21	\$1,339.71	\$1,289.61	13	\$1,021.41	\$1,093.37	\$1,061.24				
Estimated Monthly Premiums:	191	\$169,050	\$181,306	\$175,643	182	\$125,768	\$135,749	\$130,673	70	\$45,214	\$48,400	\$46,978				
Estimated Annual Premiums:		\$2,028,600	\$2,175,668	\$2,107,719		\$1,509,210	\$1,628,989	\$1,568,071		\$542,572	\$580,801	\$563,731				
Rate Change from Current (%):		7.2%			3.9%			7.9%			3.9%					
		Current			Revised			Final								
Estimated Grand Total Annual Premiums:		\$4,080,382	\$4,385,457	\$4,239,521	T34 was removed due to no enrolled employees											
PEPY		\$9,211	\$9,899	\$9,570												
Rate Change from Current (%):		7.5%											3.9%			
Rate Change from Current (\$):		\$305,075											\$159,138			

Rates subject to final enrollment and underwriting

Base HMO Plan Monthly Rate Comparison Among Cities within Volusia County

City	Monthly Premium*
Port Orange	\$595.39
City 9	\$609.52
City 2	\$646.42
City 1	\$657.66
City 6	\$701.83
City 5	\$708.26
City 8	\$724.58
City 4	\$758.13
City 3	\$836.52
City 7	No HMO Offered

*The above monthly premium rates represent the "employee only" coverage level of the HMO plans, with a deductible, and coverage *closest* to that of the City's T38 Balance HMO plan. This is the plan the City pays 100% of the employee only cost. Please see the following pages for more details on each cities plan structure for further comparison.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B7e) Intent to Award ITB #19-03 for N Spruce Creek Road Sidewalks to Sparks Concrete, LLC

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award ITB #19-03 N Spruce Creek Road Sidewalks, subject to the funding agency notice of concurrence to Sparks Concrete, LLC in the amount of \$372,967.06 and the city's receipt of the approved final executed contract documents; to authorize an allowance for unforeseen conditions up to \$33,900; and to authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: The N Spruce Creek Road Sidewalk project is a Local Agency Program (LAP) project in which the construction is 90% funded with federal dollars through the Florida Department of Transportation (FDOT). The project consists of construction of an 8'-wide sidewalk along Spruce Creek Rd. from the Riverwood Shopping Center to Angelina Ct. on west side and an 8'-wide sidewalk from Nova Rd. to the existing 8'-wide sidewalk south of Commonwealth Blvd. on the east side.

Two bids were opened and evaluated by the City on August 1, 2019 and deemed responsive. Of the two bids, Sparks Concrete, LLC submitted the lowest bid of \$339,067.06 which includes the alternate for City standard sidewalk specification of 3000 psi concrete with rebar. The base bid included FDOT standard sidewalk specification of 2500 psi concrete without rebar. Federal funds are only eligible for FDOT standard specification; therefore, the \$2/SY additional cost for higher strength concrete with metal reinforcement will be City funded in addition to the City's 10% match.

Based on the bid amount of \$339,067.06 and items that aren't eligible for federal funding the federally eligible portion is \$302,243 and the City's portion is \$36,824.06.

Sparks Concrete, LLC is well known to City staff and the City's engineering consultant Traffic Engineering Data Solutions, Inc. (TEDS) and collectively we find their work to be satisfactory with thorough knowledge in the areas of work associated with this project. Based upon evaluation of the bids, it is recommended that the contract be awarded to Sparks Concrete, LLC in the amount of \$339,067.06 plus \$33,900 for unforeseen conditions for the total contract amount of \$372,967.06.

Staff is also asking City Council to authorize an allowance for unforeseen conditions up to \$33,900 pursuant to Ordinance No. 2015-30 Sec. 2-272 – Alterations or

modifications of contracts,

Project No.: OMI017
OMI017

Funding Account No.: 312-4300-541.63-97
312-4310-541.63-97

Presenter: Margaret Tomlinson

ATTACHMENTS:

1.	Sparks Concrete ITB 19-03 Spruce Creek Sidewalk Bid Package 8-1-19	Sparks Concrete ITB 19-03 Spruce Creek Sidewalk Bid Package 8-1-19.pdf
2.	P & S Electronic Bid Copy 8-1-19	P & S Electronic Bid Copy 8-1-19.pdf
3.	Item 1 ITB 19-03 N SPRUCE CREEK SIDEWALK (LAP) BID TABULATION Final 08.02.2019	Item 1 ITB 19-03 N SPRUCE CREEK SIDEWALK (LAP) BID TABULATION Final 08.02.2019.pdf
4.	NTP & EXECUTED 435539-1-58_68-01 - LAP - N. Spruce Creek - Port Orange	NTP & EXECUTED 435539-1-58_68-01 - LAP - N. Spruce Creek - Port Orange.pdf
5.	Location Map	Location Map.pdf
6.	a Bud Reso 19-## - N Spruce Creek Sidewalk Construction Phase - CC Mtg 10-01-19	a Bud Reso 19-## - N Spruce Creek Sidewalk Construction Phase - CC Mtg 10-01-19.docx
7.	a Composite Exh A - N Spruce Creek Sidewalk - Bud Reso 19-## - CC Mtg 10-01-19	a Composite Exh A - N Spruce Creek Sidewalk - Bud Reso 19-## - CC Mtg 10-01-19.xlsx

Margaret Tomlinson
Tim Burman
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 9/12/2019
Approved - 9/13/2019
Approved - 9/16/2019
Approved - 9/25/2019
Approved - 9/26/2019
Final Approval - 9/26/2019

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8 – Statement of Vendor's Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.11 – DBE Participation Statement
- ☒ Form 7.12 – Certification of Current Capacity
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ Form 7.14 – Certificate of Compliance with Florida Trench Safety Act
- ☒ Form 7.15 – E-Verify Acknowledgement
- ☒ Form 7.16 – Certificate of Insurance for Public Liability and Property Damage
- ☒ Form 7.17 – Affidavit Regarding Workmen's Compensation
- ☒ Form 7.18 – Certificate for Disclosure of Lobbying Activities

SECTION 7 – REQUIRED FORMS (cont.)

☒ Form 7.19 – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

N/A Copy of Certified General Contractor License copy of Volusia License included

☒ Attachment 1 – Bid Proposal

☒ Bid Bond

☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: Sparks Concrete, LLC
Name of Business

Doreen Sparks
Authorized Signature

7/30/19
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

Sparks Concrete, LLC
NAME OF BUSINESS

4106 South Nova Road
MAILING ADDRESS

Doreen Sparks
AUTHORIZED SIGNATURE

Port Orange, FL 32127
CITY, STATE & ZIP CODE

Doreen Sparks, Office Manager
NAME, TITLE, TYPED

386-760-1002 / 386-760-1002
TELEPHONE NUMBER / FAX NUMBER

20-3354940
FEDERAL IDENTIFICATION #

sparksconcrete@cfllc.com
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of July, 2019 by Doreen Sparks, who is personally known to me or who has produced ad identification and who did take an oath.

Amy M White
Notary Public



My Commission Expires:
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 7-25-19 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

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

Sparks Concrete, LLC
Name of Business

By: Doreen Sparks
Printed Name: Doreen Sparks
Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 31 day of July, 2019 by
Doreen Sparks as Office Manager of
(NAME) (TITLE)
Sparks Concrete, LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

Ann M White
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Sparks Concrete, LLC
Name of Business

By: Doreen Sparks
Printed Name: Doreen Sparks
Title: Office manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 31 day of July, 2019 by
Doreen Sparks, as Office Manager of
(NAME) (TITLE)
Sparks Concrete, LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

Ann M White
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Doreen Sparks, who, being by me first duly sworn, made the following statement:

1. The business address of 4106 South Nova Rd. Port Orange, FL 32127 (name of Offeror or business) is Sparks Concrete, LLC.
2. My relationship to Sparks Concrete, LLC (name of Offeror or business) is office manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is Sparks Concrete, LLC. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Sparks Concrete, LLC

Name of Business

By: Doreen Sparks

Printed Name: Doreen Sparks

Title: office manager

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 31 day of July, 2019, by Doreen Sparks, as office manager of Sparks Concrete, LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

Ann M White
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: Sparks Concrete, LLC

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

PRINTED SIGNATURE: Doreen Sparks

TITLE: Office manager

ADDRESS: 4106 South Nova Road

Port Orange,
CITY: FL STATE: FL ZIP CODE: 32127

TELEPHONE: 386-760-1002 FAX: 386-760-1002

COMPLETION TIME: 160 days from NTP

F.E.I.N. NUMBER: 20-3354940

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

NO BID (REASON): _____

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

Phone #

386-760-1002

386-760-1002

Doreen Sparks
(Print Name of Authorized Signature)

FORM 7.8 - STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. Sparks Concrete, LLC
- B. Permanent main office address. 4106 South Nova Road
Port Orange, FL 32127
- C. Date organized. May 31, 2005
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or tradename? 14 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- | | | |
|---|---|---|
| <u>City of South Daytona</u>
<u>Annual contract / 50,000 per year</u>
<u>3 year term Feb 2021</u> | <u>City of Ormond</u>
<u>1 year \$50,000</u>
<u>term March 2020</u> | <u>City of Port Orange</u>
<u>Annual \$260,000</u>
<u>Hazen Construction</u>
<u>Aug 2019 / \$97,635.00</u> |
|---|---|---|
- G. General character of work performed by your company.
Excellent workmanship in a timely manner. work is guaranteed.
- H. (1) Have you ever failed to complete any work awarded to you? If so, where and why? NO.
- H. (2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. None
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- \$74,545 (July 2019)
 - \$32,133 (July 2019)
 - \$41,250 (July 2019)
- K. List your major equipment currently owned or leased.
- Concrete Batch Plant
 - (2) CAT loaders
 - (2) Dump Trucks
 - (2) asphalt machines
 - 3 Mixer Concrete Trucks
 - (2) CAT excavators
 - (2) Ford Plu 150's
 - (2) Ford Flatbed Trucks
 - (1) Tack Truck
- L. Experience in work similar to this type of project.
Over 30 years experience
- M. Background and experience of the principal members of your organization, including the officers.
- William Sparks - owner / President - over 30 years
 - Jim Davis - consultant Project - 50 yrs
 - Doreen Sparks - office manager - 15 years
 - Edward Williams - Project Foreman - 10 yrs (working Foreman)
- N. Credit currently available: \$800,000
- O. Give bank reference: BOA - Kelly / 386-322-0484
- 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 Vendor's Qualifications. yes.

Sparks Concrete, LLC
Name of Business

By: Doreen Sparks
Printed Name: Doreen Sparks
Title: Office Manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 31 day of July, 2019, by
Doreen Sparks as office manager of
Sparks Concrete, LLC and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

Ann M White
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of South Daytona
Contact Person: Pat Clark
City, State: South Daytona, FL
Telephone Number: 386-322-3000
Email Address: pclark@southdaytona.org
Description of goods or
Services provided: citywide concrete repairs
Contract Amount: \$ 50,000 per year
Start/End Date of Contract: Feb. 2019 - Feb. 2021
2. Company Name: City of Edgewater
Contact Person: Randy Coslow / Tommy Smith
City, State: Edgewater, FL
Telephone Number: 386-424-2400 (x4007)
Email Address: rcoslow@CITYOFEDGEWATER.ORG / tsmith@CITYOFEDGEWATER.org
Description of goods or
Services provided: Remove & Replace sidewalk, driveway aprons, ADA mats
Contract Amount: \$ 74,545.00
Start/End Date of Contract: April 15, 2019 - July 16, 2019
3. Company Name: City of Ormond Beach
Contact Person: Kevin Gray
City, State: Ormond Beach, FL
Telephone Number: 386-676-3538
Email Address: Kevin.Gray@ormondbeach.org
Description of goods or
Services provided: Remove & replace / FDOT MOA Right of Way Services
Contract Amount: \$ 18,315.00
Start/End Date of Contract: May 8, 2019 / May 31, 2019

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: Airside Paving
Description of Work: Thermoplastic Striping and signs
Percent of Contract Price: 1.55%
Previous Experience Together: Yes/No yes

Subcontractor No. 2

Name: Rogers Environmental
Description of Work: Erosion Control
Percent of Contract Price: 1.00%
Previous Experience Together: Yes/No yes

Subcontractor No. 3

Name: Adaptive Traffic Solutions
Description of Work: Traffic Signalization
Percent of Contract Price: 1.87%
Previous Experience Together: Yes/No yes

Subcontractor No. 4

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – DBE PARTICIPATION STATEMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

[Remainder of this page left intentionally blank]

FORM 7.11 – DBE PARTICIPATION STATEMENT (cont.)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: eeoforms@dot.state.fl.us.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

[Remainder of this page left intentionally blank]



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

8/11/2017

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

SPARKS CONCRETE LLC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

A handwritten signature in black ink, appearing to read "Stefan Kulakowski".

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 8/10/2020

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

Sparks Concrete, LLC

4106 South Nova Road
Port Orange, Fl. 32127
386-760-1002

sparksconcrete@cfl.rr.com

Sparks Concrete LLC hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: August 10, 2017

By: Doreen Sparks Signature

Corporate FEID No.: 203354940

Doreen Sparks, Office Manager & EEO Officer Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:

NAME: Doreen Sparks

TITLE: Office Manager, EEO Officer

EMAIL: sparksconcrete@cfl.rr.com

ADDRESS: 4106 So. Nova Road, Port Orange FL 32127

2017 AUG 11 AM 11:04
EEO OFFICE

FORM 7.12 CERTIFICATION OF CURRENT CAPACITY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-10-46 PROGRAM
MANAGEMENT 12/09

Page 1 of 2

CONFIDENTIAL

LAP CERTIFICATION OF CURRENT CAPACITY

For bids to be received on August 1, 2019
(Letting Date)

Fill in your FDOT Vendor Number

VF F203354940005

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

\$ 415,250.00

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 31 day
of July, 20 19

Sparks Concrete, LLC
NAME OF FIRM
By: Doreen Sparks
Office Manager
Title

This document must be completed and returned with your Submittal

FORM 7.12 CERTIFICATION OF CURRENT CAPACITY (Cont.)

STATUS OF CONTRACTS ON HAND 7.12 CERTIFICATION OF CURRENT CAPACITY CONTINUED

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
City of South Daytona Annual Contract City Repairs	\$ 50,000 -	0	\$ 42,000	\$ 42,000		
City of Ormond Beach Annual Contract City Repairs	\$ 50,000 -	0	\$ 30,000	\$ 30,000		
City of Port Orange Annual Contract City Repairs	\$ 350,000 -	0	\$ 341,500	\$ 341,500		
Hazen Constructed Seagrass Nursing Home Sidewalk	\$ 97,635 -	0	\$ 1,750			\$ 1,750
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.				TOTALS	\$ 413,500 - \$0.00	\$ 1,750 - \$0.00
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	\$0.00	\$ 415,250 -

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Doreen Sparks, certify that I am the Office manager secretary of the corporation named as Principal in the within Bid Bond; that William Sparks,
owner/President, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.14 – CERTIFICATION OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Vendor acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CER 1926.650 (Subpart P as amended). Vendor further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Law of Florida) and the Occupational Safety and Health Administrations excavation safety standards as they may be amended from time-to-time.

BY: Sparks Concrete, LLC
Name of Business

Doreen Sparks
Authorized Signature

7/30/19
Date

This document must be completed and returned with your Submittal

FORM 7.15 – E-VERIFY ACKNOWLEDGEMENT

Contract No: ITB 19-03

Financial Project No(s): 435539-1-58-01(FPID)/D518-067-B (FAN)

Project Description: Install 8 ft. concrete sidewalk along N. Spruce Creek Rd. from Nova Rd. to northwest corner of Maplewood Sub. and along the west side of N. Spruce Creek Rd. from North driveway of Riverwood Shopping Center to Angelina's

Contractor acknowledges and agrees to the following:

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

Company/Firm: Sparks Concrete, LLC

Authorized Signature: 

Title: Office Manager

Date: 7/31/19

This document must be completed and returned with your Submittal

FORM 7.16 – CERTIFICATE OF INSURANCE FOR PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has issued to
_____, of the City of _____, State of _____,
the following policy or policies: Public Liability Policy No. _____ effective on _____, 20____, limits
_____, Property Damage Policy No. _____ effective on
_____, 20____, and expiring on _____, 20____, limits
_____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the
_____, in writing thirty (30) days prior to cancellation of the policy.

" See Attached COI "

Authorized Signature

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

This document must be completed and returned with your Submittal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119	CONTACT NAME: PHONE (A/C, No, Ext): 386-756-8551 FAX (A/C, No): 386-756-2344 E-MAIL ADDRESS: msmith@commercialcoverages.net
INSURED SPARKS CONCRETE LLC 345 COQUINA AVENUE ORMOND BEACH, FL 32174	INSURER(S) AFFORDING COVERAGE INSURER A: Clear Blue Insurance FrankCrum INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	BIFL11821902	04/04/19	04/04/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is also listed as Additional Insured.

CERTIFICATE HOLDER

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

Email: Kcockcroft@port-orange.org

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

All covered under FCG 1001 12 12

Location(s) Of Covered Operations

All per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

All covered under FCG 1001 12 12

Location And Description Of Completed Operations

All per written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CLEAR BLUE INSURANCE COMPANY

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS AUTOMATIC WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU AUTOMATIC WAIVER OF SUBROGATION PROVISION

Automatic Additional Insured Status - 20 10 Additional Insured Form

It is hereby understood and agreed that "Section II - Who is an Insured" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 10 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Automatic Additional Insured Status - 20 37 Additional Insured Form

It is hereby understood and agreed that "Section II - Who is an Insured" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 37 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Primary and Noncontributory Provision

Insurance afforded to the Additional insured hereunder will be Primary Insurance and Noncontributory, but only for such claims. "suits" and/or damages arise out of the sole negligence of the Named insured.

Automatic Waiver of subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those persons or organizations who are added as Additional Insureds under this policy because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a written contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as Additional Insureds by this endorsement.

FORM 7.17 AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Volusia

Doreen Sparks 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 Sparks Concrete, LLC Company, under the terms of Policy No. 10658332 for a period from November 17, 2018 to November 17, 2019.

WITNESS:

Ann M White

CONTRACTOR:

Sparks Concrete, LLC

By

Doreen Sparks

Title

Office Manager

Sworn to and subscribed before me this 31 day of July, 2019.

My Commission Expires:

9/9/2022

Ann M White

Notary Public



Ann M. White
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG249262
Expires 9/9/2022

Ann M White
Notary Public Printed Name

This document must be completed and returned with your Submittal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Legacy Insurance & Associates Inc 4869 Palm Coast Pkwy NW, Unit 2 Palm Coast FL 32137		CONTACT NAME: David Sanfilippo PHONE (A/C, No, Ext): (904) 209-4010 FAX (A/C, No): (386) 264-6715 E-MAIL ADDRESS: david@legacyinsuranceagents.com	
INSURED Sparks Concrete, LLC 4106 S Nova Rd Port Orange FL 32127-5331		INSURER(S) AFFORDING COVERAGE INSURER A: F C B & I Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	10658332	11/17/2018 11/17/2019	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Workers Comp William Sparks is exempt					

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

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE DAVID SANFILIPPO
--	---

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Sparks Concrete, LLC
By: Doreen Sparks Date: 7/31/19
Authorized Signature: 
Title: office manager

This document must be completed and returned with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee ☐ f. loan insurance ☐	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known: <u>Sparks Concrete, LLC</u> <u>4106 South Nova Rd.</u> <u>Port Orange, FL 32127</u> Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____ _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Doreen Sparks</u> Print Name: <u>Doreen Sparks</u> Title: <u>Office manager</u> Telephone No.: <u>386-766-1007</u> Date (mm/dd/yyyy): <u>07/31/2019</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards undergrants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FORM 7.19 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor:

Sparks Concrete, LLC

By:

Doreen Sparks / Doreen Sparks

Date:

7/31/19

Title:

Office manager

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

FORM 7.19 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS (Cont.)

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This document must be completed and returned with your Submittal



08/18/2017

Growth and Resource Management
123 West Indiana Avenue
DeLand, FL 32720

CONTRACTOR LICENSE

689866

To: SPARKS CONCRETE LLC
4106 S NOVA RD BLDG
PORT ORANGE, FL 32127

CUT ON SOLID LINE AND KEEP ON PERSON AT ALL TIMES.

Competency Card	
VOL # 11040601	EXPIRES 09/30/2019
THIS CERTIFIES WILLIAM CARTER SPARKS	
SPARKS CONCRETE LLC	
IS LICENSED AS A 83 CONCRETE CON11040601	
IN THE COUNTY OF VOLUSIA, FLORIDA	
BY 	VOLUSIA COUNTY CLCA
BUILDING OFFICIAL	



**CONTRACTOR'S PROPOSAL
CITY OF PORT ORANGE
SPRUCE CREEK SIDEWALKS FROM SOUTH NOVA ROAD TO ANGELINA COURT**

FPID: 435539 1 58 01

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
I. ROADWAY CONSTRUCTION					
101 1	MOBILIZATION	LS	1	\$39,000.00	\$39,000.00
102 1	MAINTENANCE OF TRAFFIC	LS	1	\$10,000.00	\$10,000.00
104 10 3	SEDIMENT BARRIER	LF	1750	\$3.00	\$5,250.00
104 18	INLET PROTECTION SYSTEM	EA	8	\$400.00	\$3,200.00
110 2 2	SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	AC	0.732	\$10,000.00	\$7,320.00
110 2 3	SELECTIVE CLEARING AND GRUBBING, PLANT PRESERVATION AREA	AC	0.609	\$10,000.00	\$6,090.00
110 4 10	REMOVAL OF EXISTING CONCRETE (SIDEWALKS, DRIVEWAYS, CURB AND GUTTER)	SY	837	\$5.00	\$4,185.00
110 7 1	MAILBOX, F&I SINGLE	EA	19	\$125.00	\$2,375.00
120 1	REGULAR EXCAVATION	CY	945.0	\$20.00	\$18,900.00
120 6	EMBANKMENT	CY	141.0	\$75.00	\$10,575.00
210 2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	CY	9.0	\$500.00	\$4,500.00
400 1 2	CONC CLASS I, ENDWALLS	CY	1.4	\$7,500.00	\$10,200.00
425 1551	INLETS, DT BOT, TYPE E, <10'	EA	1	\$5,000.00	\$5,000.00
425 1910	INLETS, CLOSED FLUME	EA	1	\$3,000.00	\$3,000.00
425 2 71	MANHOLES, J-7, <10'	EA	1	\$5,000.00	\$5,000.00
425 6	VALVE BOX, ADJUST	EA	4	\$150.00	\$600.00
430 174 215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15"SD	LF	5	\$100.00	\$450.00
520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	260	\$30.00	\$7,800.00
520 3	VALLEY GUTTER- CONCRETE	LF	151	\$30.00	\$4,530.00
520 5 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	28	\$100.00	\$2,800.00
520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	SY	14	\$150.00	\$2,100.00
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500 PSI)	SY	1713	\$43.00	\$73,659.00
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (2500 PSI)	SY	714	\$55.00	\$39,270.00
527 2	DETECTABLE WARNINGS	SF	222	\$28.00	\$6,216.00
570 1 2	PERFORMANCE TURF, SOD	SY	5208	\$5.00	\$26,041.11
581 1 1	ROOT BARRIER 12"	LF	161	\$20.00	\$3,220.00
590 70 1	IRRIGATION SYSTEM REPAIRS	LS	1	\$2,500.00	\$2,500.00
630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	182	\$10.00	\$1,820.00
630 2 12	CONDUIT, F&I, DIRECTIONAL BORE	LF	95	\$35.35	\$3,358.25
635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	4	\$780.00	\$3,120.00
646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	4	\$1,715.00	\$6,860.00
653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4	\$1,035.00	\$4,140.00
653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	4	\$345.00	\$1,380.00
665 1 11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	4	\$536.00	\$2,144.00
665 1 60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	4	\$81.00	\$324.00
700 1 11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	AS	4	\$300.00	\$1,200.00
700 1 60	SINGLE POST SIGN, REMOVE	AS	4	\$50.00	\$200.00
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	742	\$2.50	\$1,855.00
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	195	\$5.00	\$975.00
711 16 201	THERMOPLASTIC, STD-OTH,YELLOW, SOLID, 6"	GM	0.005	\$20,000.00	\$94.70
711 17	THERMOPLASTIC, REMOVE	SF	444	\$2.50	\$1,110.00
TOTAL					\$332,362.06
II. ALTERNATE BID 1					
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (WITH #4 METAL REBAR) (3000 PSI)	SY	1706	\$45.00	\$76,770.00
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (WITH #4 METAL REBAR) (3000 PSI)	SY	752	\$57.00	\$42,864.00
SUBTOTAL					\$119,634.00
ALT BID 1 TOTAL					\$339,067.06

8/1/2019

TO BE CONSIDERED RESPONSIVE, BIDDER MUST SUBMIT PRICING ON ALL ITEMS

BID BOND

Executed in 1 Counterpart

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Sparks Concrete, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 4106 S. Nova Road, Port Orange, FL 32127, Tel.: (386) 760-1002, (hereinafter called "PRINCIPAL"), and Merchants Bonding Company (Mutual), as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6700 Westown Parkway, West Des Moines, IA 50266-7754, Tel.: (515) 243-8171 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and (-----)/100 (\$---5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 1st, 2019, for:

Project Name / Bid No.: North Spruce Creek Road Sidewalks, ITB #19-03, FPID No. 435539-1-58-01

Project Address: North Spruce Creek Road, Port Orange, Florida

Legal Description: See Attached

Description of Work: Installation of 6-foot and 8-foot wide concrete sidewalk, approximately 0.30 miles in length.

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

*PO Box 14498, Des Moines, IA 50306-3498

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 1st day of August, A.D. 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Sparks Concrete, LLC

William Sparks
Signature
William Sparks, owner/President
Corporate Officer & Title

ATTEST:

Doreen Sparks
Signature
Doreen Sparks
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

James M. White
James Davis

ATTEST:

Susan L. Reich
Signature
Susan L. Reich
Corporate Secretary (Affix Corporate Seal)

SURETY: Merchants Bonding Company (Mutual)

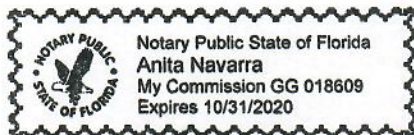
Teresa L. Durham
Attorney-in-Fact (signature)
Teresa L. Durham, Attorney-In-Fact
Name & Title
Teresa L. Durham, FL Licensed Resident Agent*
Name of Local Resident Agent
PO Box 14498, Des Moines, IA 50306-3498
City, State, Zip
(515) 243-8171
Telephone:
A.M. Best No.: A, VIII NAIC No.: 14494

STATE OF FLORIDA
COUNTY OF ORANGE

Before me this day personally appeared Teresa L. Durham (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Merchants Bonding Company (Mutual) (corporate surety) and that this person has been authorized by Merchants Bonding Company (Mutual) (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Teresa L. Durham
Signature of Affiant Teresa L. Durham

Sworn to / Affirmed and subscribed before me this 1st day of August, 2019, by Teresa L. Durham, who is personally known to me or who produced N/A as identification.



Anita Navarra
NOTARY PUBLIC - STATE OF FLORIDA
Type or print name: Anita Navarra
Commission No.: GG 018609
Commission Expires: October 31, 2020
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2018
Admitted Assets	
Cash and Invested Assets	
Bonds	\$ 132,007,383
Common Stocks	41,093,083
Real Estate	13,080,084
Cash and Short-Term Investments	12,154,445
Total Cash and Invested Assets	198,334,995
Investment Income Due and Accrued	871,350
Premiums in the Course of Collection	9,243,494
Reinsurance Recoverable from Reinsurers	1,594,160
Net Deferred Tax Asset	2,980,562
Receivable from Affiliate	6,853,698
Other Assets	6,155,606
Total Admitted Assets	\$ 226,033,865
Liabilities & Surplus	
Liabilities	
Losses	\$ 8,030,333
Reinsurance Payable on Paid Losses and LAE	1,641,243
Loss Adjustment Expenses	12,846,057
Commissions Payable	1,982,304
Other Expenses	3,528,101
Taxes, Licenses, and Fees	571,584
Current Federal Income Taxes	687,530
Unearned Premiums	47,591,408
Dividends Declared to Policyholders	3,880,305
Reinsurance Payable to Reinsurers	2,850,713
Amounts Withheld for Others	7,682,762
Total Liabilities	91,292,340
Surplus	134,741,525
Total Liabilities and Policyholders' Surplus	\$ 226,033,865

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2018, to the best of my knowledge and belief.


Don Blum, CFO & Treasurer

street
6700 Westown Parkway
West Des Moines, IA 50256-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Cheryl Foley; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa Roseland; Robert P Olinn; Sarah K Olinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of February, 2018.



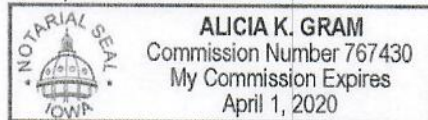
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 16th day of February 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of August, 2019.



William Warner Jr.
Secretary

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Authorized Signatures/Negotiators
- ☒ Form 7.8– Statement of Vendor’s Qualifications
- ☒ Form 7.9 – Professional References for Previous Experience
- ☒ Form 7.10 – Listing of Subcontractors
- ☒ Form 7.11 – DBE Participation Statement
- ☒ Form 7.12 – Certification of Current Capacity
- ☒ Form 7.13 – Certificate as to Corporate Principal
- ☒ Form 7.14 – Certificate of Compliance with Florida Trench Safety Act
- ☒ Form 7.15 – E-Verify Acknowledgement
- ☒ Form 7.16 – Certificate of Insurance for Public Liability and Property Damage
- ☒ Form 7.17 – Affidavit Regarding Workmen’s Compensation
- ☒ Form 7.18 – Certificate for Disclosure of Lobbying Activities

SECTION 7 – REQUIRED FORMS (cont.)

☒ Form 7.19 – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts

☒ Copy of Certified General Contractor License

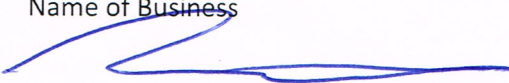
☒ Attachment 1 – Bid Proposal

☒ Bid Bond

☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: P & S Paving, Inc.

Name of Business



Authorized Signature

07/30/19
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

P & S Paving, Inc.

NAME OF BUSINESS

3701 Olson Drive

MAILING ADDRESS

Daytona Beach, FL 32124

CITY, STATE & ZIP CODE

AUTHORIZED SIGNATURE

Todd Phillips, Vice President

386-258-7911/ 386-258-9313

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

59-3155035

estimating@pandspavinginc.com

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

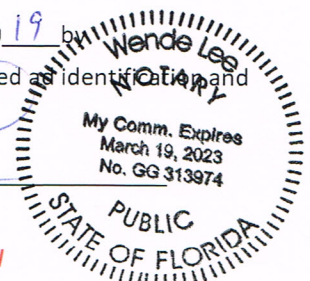
STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 30th July, 2019 by Todd Phillips, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 7/25/19 Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

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

P & S Paving, Inc.

Name of Business

By: _____

Printed Name: Todd Phillips

Title: Vice President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 30th day of July, 2019, by
Todd Phillips, as Vice President of

(NAME)

(TITLE)

P+S Paving, Inc

(NAME OF ORGANIZATION)

and who:

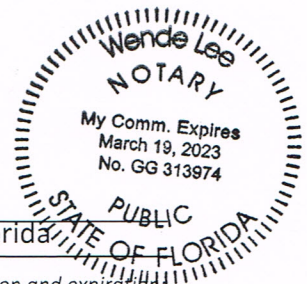
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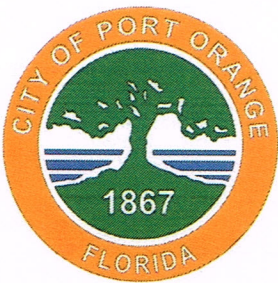
☒ is personally known to me; or

☐ has produced _____ as identification.

Wende Lee
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:





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

July 25, 2019

ITB 19-03 NORTH SPRUCE CK SIDEWALKS

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 17, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

- 1) Bid opening 8/1/2019, 2:30 PM
- 2) *Bidders must be a Certified General Contractor has been revised to* "Bidders shall be a commercial entity licensed to do business in the State of Florida and to perform the services identified herein"
 - I. Florida qualified, licensed or certified General Contractor and Underground Utility Contractor are qualified to perform the work

B. CHANGES TO SPECIFICATIONS:

- Plans are located in this link:

<https://portorange.sharepoint.com/:f:/g/pch/ErObpoPUNsdHjYlvjY3CUK4BmMCX1LE2nBfgPlspN-FF0g?e=ESEJre>

- 07-18-2019
 - The quantity of excavation for Pay Item 120 1 will decrease from 1155 cubic yards to 945 cubic yards.
 - Plans have been revised and updated in the above link, Demand Star and the City of Port Orange Website "**2019 July 15 Excavation Reduction Revised 07.16.2019**"
 - Pricing sheet has been revised and updated in the above link, Demand Star and the City of Port Orange Website "**2019 May 1 N Spruce Creek Contractor Proposal Revision 07.16.2019**"

C. QUESTIONS AND ANSWERS:

Question 1. What is the engineer's estimate?

Answer: The Engineer's Opinion of Probable Cost is Base Bid: \$295,570.18.

The Engineer's Opinion of Probable Cost for the Alternate Bid Items: \$130,420.00.

The Base and Alternate Bids are not additive. One must deduct the base bid amounts for items base 522-1 and base 522-2, then add the alternate bids for alternate 522-1 and alternate 522-2 to arrive at the Engineer's Opinion of Probable Project Cost of \$315,630.68.

Question 2. Why was the solicitation changed to Certified General Contractor?

Answer: The original solicitation required a Certified General Contractor. Portion A. Clarifications, of this Addendum revises that condition.

Question 3. When will the Addendum(s) be posted?

Answer: The Addendum(s) will be posted after Florida Department of Transportation concurs with them. We, the City of Port Orange, have asked for a reasonable timeline on that; we are at FDOT discretion. The ITB published deadline is EOJ July 25th or before. Again, we are under FDOT discretion on when the Addendum(s) will be posted.

Question 4. Why is the Local Agency requiring a Certified General Contractor to open competition to those contractors with credentials to perform construction statewide?

Answer: First: Portion A. Clarifications, of this Addendum revises that condition.

Secondly: The project is partially funded with Federal Funds. It is a funding requirement that the Local Agency show no Local Preference.

Question 5. Is there an appeal process?

Answer: Yes, a protest must be communicated with the City of Port Orange within 72 hours after the posting of the Notice of Decision or Intended Decision (i.e. Intent to Award) is posted publicly to the City's website Procurement Page. In addition, any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. [Port Orange Code of Ordinances Chapter 2/Article VI/Division 2/Section 2-77 - Bid Protest]

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent

In all other respects, except as specifically stated herein, the subject ITB 19-03 remains unchanged.

END OF ADDENDUM NO. #1

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

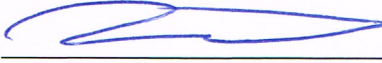
In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

P & S Paving, Inc.

Name of Business

By: 

Printed Name: Todd Phillips

Title: Vice President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 30th day of July, 2019 by
Todd Phillip, as Vice President of

(NAME)

(TITLE)

P & S Paving, Inc.

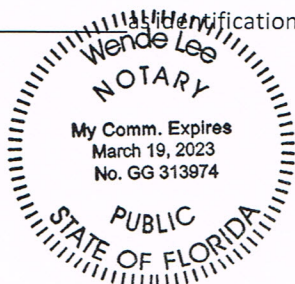
(NAME OF ORGANIZATION)

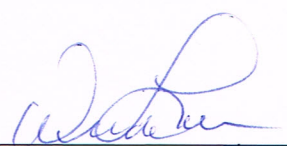
and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.




Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Todd Phillips, who, being by me first duly sworn, made the following statement:

1. The business address of 3701 Olson Drive Daytona Beach, FL 32124 (name of Offeror or business) is _____.
2. My relationship to P & S Paving, Inc. (name of Offeror or business) is Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

P & S Paving, Inc.

Name of Business

By: _____

Printed Name: Todd Phillips

Title: Vice President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 30th day of July, 2019, by
Todd Phillips, as Vice President of
P & S Paving, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Wende Lee
Notary Public, State of Florida

Printed, typed or stamped name, commission expiration date



FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: P & S Paving, Inc.

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

PRINTED SIGNATURE: Todd Phillips

TITLE: Vice President

ADDRESS: 3701 Olson Drive

CITY: DAB STATE: FL ZIP CODE: 32124

TELEPHONE: 386-258-7911 FAX: 386-258-9313

COMPLETION TIME: 2:46 pm 07/30/14

F.E.I.N. NUMBER: 59-3155035

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

NO BID (REASON): N/A

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

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

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
<u>Todd Phillips</u>	<u>Vice President</u>	<u>386-258-7911</u>
<u>Tim Phillips</u>	<u>President, Treas., Sec.</u>	<u>386-258-7911</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>


(Authorized Signature)

Todd Phillips
(Print Name of Authorized Signature)

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

A. Name of Vendor.

P & S Paving, Inc.

B. Permanent main office address.

3701 Olson Drive 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 tradename?

26

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.

Asphalt Mill and Resurface, Asphalt Paving, Site work, Concrete, Utilities

H. ⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?

No

H. ⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.

None

I. Have you ever defaulted on a contract? If so, where and why?

No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Volusia Spring to Spring Trail, \$848,739.00 2/28/19

Tomoka Town Center, 3,972,975.73 1/23/19

K. List your major equipment currently owned or leased.

See Attached

L. Experience in work similar to this type of project.

City of Daytona Beach, Sweetheart Trail Donnelly Place, City of Palm Coast Lake View Blvd. Multi-use path
Barton-Malow Daytona Rising

M. Background and experience of the principal members of your organization, including the officers.

Resumes attached

N. Credit currently available: \$ N/A

O. Give bank reference: Centerstate Bank, Andrew Leech, 386-947-5423

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

#	Project	Contract	End Date
15.009	I95/I4 INTERCHANGE	\$ 62,913,700	1/15/2020
17.002	DISTRICT WIDE PUSH BUTTON	\$ 6,215,900	FDOT Ongoing
17.011	VETERANS MEMORIAL BRIDGE	\$ 167,600	FDOT Ongoing
17.099	PUTNAM PAVEMENT MANAGEMENT	\$ 4,556,100	Putnam County Ongoing
18.001	TRAFFIC OPPTS PUSH BUTTON	\$ 1,000,000	2/6/2020
18.024	SR400 (I-4) T5606	\$ 8,240,900	FDOT Ongoing
18.047	FIRST STEP SHELTER	\$ 1,634,900	8/1/2019
18.053	DISTRICT WIDE TRAFFICE OP E5Z65	\$ 500,000	FDOT Ongoing
18.067	TAXIWAY NOVEMBER D&E	\$ 16,084,800	11/1/2020
18.073	DAYTONA SUBARU	\$ 1,610,100	9/19/2019
18.081	FLAGLER ROUNDABOUT E5Z64	\$ 3,972,400	3/8/2020
18.090	COSTA HQ	\$ 1,184,700	11/1/2019
18.120	ERAU HANGAR SITE WORK	\$ 676,500	8/30/2019
19.007	LIGHTSEY ROAD	\$ 3,804,700	2/1/2020
19.012	BEACON APARTMENTS NSB	\$ 3,447,000	3/1/2020
19.015	SR44 LAKE CO. T5634	\$ 6,944,000	4/16/2020
19.021	LATTITUDE PHASE 3A & 3B	\$ 13,115,500	9/25/2019
19.025	LAKE MARY PAVING 2019	\$ 217,100	8/30/2019
19.026	AMAZON	\$ 2,052,800	9/25/2019
19.028	SR20 PUTNAM T2732	\$ 23,611,000	4/23/2021
19.031	WILDER TO SHADY -SWEETHEART	\$ 1,127,900	3/24/2020
19.032	PORT ORANGE PAVING	\$ 800,000	5/20/2020
19.036	FLORIDA DOOR	\$ 323,000	10/20/2019
19.037	FORD GARAGE	\$ 178,000	10/20/2019
19.039	DELAND RESURFACE 2019	\$ 223,200	1/25/2020
19.040	RIVER ROAD	\$ 157,200	10/5/2019
19.049	CITY OF NSB 2019 PAVING	\$ 234,800	8/25/2019
19.050	US1 AT MATANZAS WOODS T5648	\$ 2,614,800	5/7/2020

**FDOT Format
Equipment Asset Report**

Form 7.8 Item K Attachment

Equip No.	Description	Manufacturer	Serial Number	Make/Model	Model Year	License Plate #	Category
106	LULL	LULL	97X12N21-375	LULL SK-37	2000		LOADER
119	JD 544H	JOHN DEERE	589577	544H	2003		LOADER
123	KS 602 WHEEL LOADER	KS602	60J4-5066	KSS60ZV	2006		LOADER
126	CAT 928 GZ DJD02763	CATERPILLAR	DJD02763	928 GZ WHEEL LOADER W/CAB	2007		LOADER
127	CAT 928GZ LOADER	CATERPILLAR	DJD02899	928GZ	2007		LOADER
128	CAT TELEHANDLER LULL	CATERPILLAR	SLD01448	CAT TH350B MA3 DELUXE	2007		LOADER
130	CAT 938G II LOADER	CATERPILLAR	CRD02706	938G II WHEEL LOADER	2008		LOADER
132	CAT 236B2 SKIDSTEER	CATERPILLAR	HENO7725	236B2 SKIDSTEER	2008		LOADER
133	CAT 289C	CATERPILLAR	JMP00244	289C CH2	2008		LOADER
135	BOBCAT T200	COLLINS MANUFACTU	518917016	BOBCAT T200	2002		LOADER
136	CAT 289C CH2	CATERPILLAR	JMP00640	CAT 289C CH2	2009		LOADER
137	JD 5203 TRACTOR	JOHN DEERE	PY5203U000461	JD 5203	2003		LOADER
138	CAT 938H	CATERPILLAR	MJC00607	938H WHEEL LOADER	2009		LOADER
139	CAT 938H	CATERPILLAR	MJC00446	938H WHEEL LOADER	2009		LOADER
142	CAT 289C LOADER	CATERPILLAR	JMP01004	289C CH2	2010		LOADER
144	CAT 938K LOADER	CATERPILLAR	SWL01850	938K	2013		LOADER
146	CAT 906 LOADER (3062)	CATERPILLAR	JRF02593, 8EA3062	CAT COMP WHEEL 906H2CABAC	2015		LOADER
148	CAT 926M WHEEL LOADER	CATERPILLAR	CAT0926MTLIE00428	CAT 926M WHEEL LOADER	2015		LOADER
149	CAT 926M WHEEL LOADER	CATERPILLAR	CAT0926MPLTE00432	CAT 926M WHEEL LOADER	2015		LOADER
150	CAT 289D COMPACT TRACK LOADER	CATERPILLAR	OTAW003665	CAT 289D COMPACT TRACK LOAD	2015		LOADER
151	CAT 906H2 COMP WHEEL LOADER	CATERPILLAR	JRF03089	906H2 COMP WHEEL LOADER	2015		LOADER
153	CAT 289D SKID STEER	CATERPILLAR	TAW06773	289D CTL DCA2 SKID STEER	2017		LOADER
154	972M WHEEL LDR 534	CATERPILLAR	A8P01534	CAT D3G XL DOZER	2017		LOADER
201	CAT D3G XL	CATERPILLAR	CFC00159	CAT D3G XL DOZER	2002		DOZER
209	CAT D5	CATERPILLAR	AKD01148	D5NLGP	2004		DOZER
210	JD 450J LPG DOZER	JOHN DEERE	T0450JX114301	450J LGP 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 TRACTORDOZER	CATERPILLAR	CAT00D5KCKY200529	CAT D5K2LGP	2015		DOZER
215	CAT D5K BULLDOZER 0804	CATERPILLAR	CAT00D5KKKY200804	D5K2LGP2	2016		DOZER
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
309	CAT 12 MOTOR GRADER	CATERPILLAR	B9F00403	CAT 12 MOTOR GRADER	2009		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
404	CAT 613 PAN	CATERPILLAR	8LJ01656	CAT 613 PAN	2000		EXCAVATOR
406	CAT 613 PAN	CATERPILLAR	8LJ02397	CAT 613 PAN	2001		EXCAVATOR
413	CAT MINI EXCAVATOR	CATERPILLAR	DMY02011	303.5C CR MINI HYDRAULIC	2009		EXCAVATOR

FDOT Format
Equipment Asset Report

Equip No.	Description	Manufacturer	Serial Number	Make/Model	Model Year	License Plate #	Category
414	KOBELCO SK350 EXCAVATOR	KOLBEKO	YC08U2137 - SK352137	SK350 HYDRAULIC	2009		EXCAVATOR
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	DX01135	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
503	NEW HOLLAND BROOM	NEW HOLLAND	082568 B	NEW HOLLAND 3930 BROOM	1998		
506	NEW HOLLAND BROOM	NEW HOLLAND	001255429	NEW HOLLAND TN55 BROOM	2001		
507	NEW HOLLAND BOX BLADE	NEW HOLLAND	A44126	NEW HOLLAND BOX BLADE	2002		
508	BLAW KNOX ROAD WIDENER	BLAW KNOX	RW195D	BLAW KNOX ROAD WIDENER	2002		
510	CHALLENGER 1 BROOM TN55	SESCO	001257974	TN55	2003		
513	NEW HOLLAND BOX BLADE	NEW HOLLAND	A444038	345D	2003		
514	NEW HOLLAND SWEEPER	NEW HOLLAND	112707B	3930	2003		
516	ROADTEC PAYER 8' 2004	ROADTECH	RP150X158	RP150 RUBBER TIRED PAYER	2004		
517	ELGIN EAGLE SWEEPER TRUCK	ELGIN EAGLE	49HAADBVT75DN90181	ELGIN EAGLE F2055D W/CHASSIS	2005	N4082P	TRUCKS
519	NEW HOLLAND SWEEPER	NEW HOLLAND	114446B	3930	2005		
520	NEW HOLLAND BOX BLADE	NEW HOLLAND	A442961	345D	2000		
525	JOHN DEERE SWEEPER	JOHN DEERE	SN-LV4520H440310	4520 TRACTOR	2007		
526	ROADTEC RP190 PAYER	ROADTEC	RP190X268	RP-190 RUBBER TIRED PAYER	2008		
527	JOHN DEERE 4520 BROOM	JOHN DEERE	LV4520H650131	4520 TRACTOR W/BROOM	2008		
529	CAT COLD PLANER	CATERPILLAR	RBG00632	PC205 COLD PLANER	2009		
530	ROADTEC PAYER	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		
534	ROADTEC PAYER RP190	ROADTEC	RP190389	RP190	2011		
535	ROADTEC PAYER	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	1LV4052RV/G210163	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. DD6PW2, ENG. D54768815D			PAVING
544	MILLING HEAD	CATERPILLAR	HFP00347	CATERPILLAR PC305B COLD PLAN	2015		PAVING
545	ROADTEX RP190 10' PAYER	ROADTEC	4102	RP190 RUBBER TIRE PAYER	2017		
601	GAL S330 C3 WHEEL STEEL	GALLION	CRG43563	GALLION D330 C	1996		
605	CASE 602 BD VIBRATORY	CASE	840288416	CASSE W602 BD	1993		

FDOT Format
Equipment Asset Report

Equip No.	Description	Manufacturer	Serial Number	Make/Model	Model Year	License Plate #	Category
606	HYPAC C850 B VIBRATORY	HYSTER	B188C1981S	HYSTER C850 B	1998		
607	SD100 VIBRATORY ROLLER 3-5 TON	INGERSOL	161455	INGERSOL SD100D	1998		
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		
614	BOMAG VIBRATORY TANDEM ROLLER	BOMAG	101170517878	120AD	2002		
615	HYPAC 778 STEEL WHEEL ROLLER	HYPAC	9B21501751	HYPAC STEEL WHEEL ROLLER 77i	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		
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 CCV	SW36-20131	SW320 COMPACTOR	2007		
629	LEEBOY 420 ROLLER	LEEBOY	48867	420 WITH 40HP KUBOTA ENGINE	2007		
630	SAKAI SW850 VIBRATORY ROLLER		SW8550104	SW850	2008		
631	SAKAI VIBRATORY ROLLER	SAKAI	VSV16-50624	SV505D	2009		
632	CAT CB54 VIBRATORY COMPACTOR	CATERPILLAR	JLM00170	CB54	2010		
633	BOMAG BW9AS ROLLER		901C14611020	BOMAG BW9AS	2012		ROLLER
634	BOMAG BW11RH ROLLER	JOHN DEERE	901A22231043	BW11 RH	2012		
635	DYNAPAC STEEL WHEEL ROLLER	DYNAPAC	00153	CS15 STEEL WHEEL	1992		
636	SAKAI DOUBLE DRUM OSCILL ROLLER	SAKAI	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
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, TFFC703C	ARTICULATED TRUCK DCA4	2016		OFF ROAD TRUCK
802	THOMPSON 6"	THOMPSON	32HPU-126	THOMPSON 6" PUMP			
803	HYD PUMP	THOMPSON	32HPU-83	HYD PWR UNIT			PUMP
807	HYDRAULIC PUMP		32HPU432	HPU HYDRAULIC POWER UNIT			PUMP
808	HYD PUMP		32HPV-35	HYD PWR UNIT			PUMP
809	8" PUMP HEAD		68-84				PUMP
810	6" PUMP HEAD		60-300				PUMP

Equip No.	Description	Manufacturer	Serial Number	Make/Model	Model Year	License Plate #	Category
811	4" PUMP HEAD		40-239				PUMP
812	LIGHT TOWER						PUMP
813	LIGHT TOWER						PUMP

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.

Daytona I-95 TO SR 44 FDOT District Five #242715-2-52-01

All roadway construction to widen I 95 from Daytona to New Smyrna Beach and reconstruct I-4 and US 92 Interchanges.

SR5 US1 South St. Magnolia FDOT District Five #430678-1-52-01

Improvements consist of milling and resurfacing, construction of sidewalk on both sides of the roadway, and associated drainage improvements along US1. This project was given a 100% review by the FDOT for quality of work.

One Daytona This potential landmark development encompasses 181 acres across from the Daytona Speedway. The preliminary conceptual designs for the first phase of One Daytona include 1.1 million square feet of world-class shopping, fine dining, hotel, theatre and other entertainment

East Central Rail Trail Phase 4B &5: Design and construction of 20 miles of a 12 foot wide asphalt multi-use trail from the Gobbler's Lodge Road to Maytown Spur Road, and from the Brevard County Line to Cow Creek located near Edgewater.

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.

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.

Daytona I-95 TO SR 44 FDOT District Five #242715-2-52-01

All roadway construction to widen I 95 from Daytona to New Smyrna Beach and reconstruct I-4 and US 92 Interchanges.

SR5 US1 South St. Magnolia FDOT District Five #430678-1-52-01 Improvements consist of milling and resurfacing, construction of sidewalk on both sides of the roadway, and associated drainage improvements along US1. This project was given a 100% review by the FDOT for quality of work.

One Daytona This potential landmark development encompasses 181 acres across from the Daytona Speedway. The preliminary conceptual designs for the first phase of One

Daytona include 1.1 million square feet of world-class shopping, fine dining, hotel, theatre and other entertainment.

East Central Rail Trail Phase 4B & 5 Design and construction of 20 miles of a 12 foot wide asphalt multi-use trail from the Gobbler's Lodge Road to Maytown Spur Road, and from the Brevard County Line to Cow Creek located near Edgewater.

Clyde Morris Waterline Repair The City of Daytona Beach called on Todd Phillips when a major water main broke on the busy intersection of International Speedway and Clyde Morris Blvd. He facilitated and managed a qualified team to repair the water main in an emergency situation. The City complimented the team's expertise in pipe work and professionalism.

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.

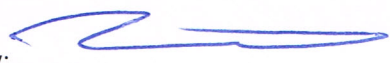
Other Project Experience:

- ◆ 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

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

P & S Paving, Inc.

Name of Business

By: 

Printed Name: Todd Phillips

Title: Vice President

STATE OF Florida

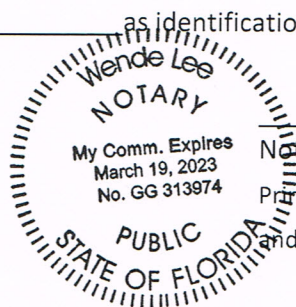
COUNTY OF Volusia

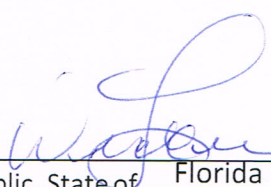
Sworn to (or affirmed) and subscribed before me this 30th day of July, 2019, by
Todd Phillips as Vice President of
P+S Paving, Inc and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.




Notary Public, State of Florida

Printed, typed or stamped name, commission

and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Daytona Beach
Contact Person: Kimberly Dixon
City, State: Daytona Beach, FL
Telephone Number: 386-671-8632
Email Address: dixonkimberly@codb.us
Description of goods or
Services provided: South Beach Street Improvements Sweetheart Trail Wilder to Shady
Contract Amount: \$1,127,900
Start/End Date of Contract: 07//2019 - 2/23/2020
2. Company Name: FDOT
Contact Person: Margaret LoPiccolo
City, State: DeLand, FL
Telephone Number: 386-943-5000
Email Address: margaret.lopiccolo@dot.state.fl.us
Description of goods or
Services provided: Spring to Spring Trail Construction Seminole to Volusia County
Contract Amount: \$3,268,345.00
Start/End Date of Contract: 7/2017-3/2018
3. Company Name: City of Palm Coast
Contact Person: Don Schrager
City, State: Palm Coast, FL
Telephone Number: 386-986-3780
Email Address: dchrager@palmcoastgov.com
Description of goods or
Services provided: Construction of Multi-use path
Contract Amount: \$487,151.63
Start/End Date of Contract: 7/23/19-12/10/18

This document must be completed and returned with your Submittal.

FORM 7.10 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: Extreme Striping, Inc
Description of Work: Striping + Signs
Percent of Contract Price: 4%
Previous Experience Together: Yes/No (Yes)

Subcontractor No. 2

Name: Chincher Electric, Inc
Description of Work: Signal Work
Percent of Contract Price: 10%
Previous Experience Together: Yes/No (Yes)

Subcontractor No. 3

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/ .

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/Login?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: eeofrms@dot.state.fl.us.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

[Remainder of this page left intentionally blank]

FORM 7.12 CERTIFICATION OF CURRENT CAPACITY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-1046 PROGRAM
MANAGEMENT 12/09

CONFIDENTIAL

LAP CERTIFICATION OF CURRENT CAPACITY

Page 1 of 2

For bids to be received on 07/11/2019
(Letting Date)

Fill in your FDOT Vendor Number
VF F593155035001
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ 67,030,300

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 30th day
of July, 20 19

P & S Paving, Inc.
NAME OF FIRM
By: 
Vice President
Title

This document must be completed and returned with your Submittal

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	2	3	4	5	6		7
CLASSES OF WORK	PROJECT, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT		
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
15.009	I95/I4 INTERCHANGE	\$ 62,913,700	\$ 15,365,400	\$ 47,548,300			\$ 4,355,000
17.002	DISTRICT WIDE PUSH BUTTON	\$ 6,215,900	\$ 1,750,000	\$ 4,465,900			\$ 1,710,000
17.011	VETERANS MEMORIAL BRIDGE	\$ 167,600	\$ -	\$ 167,600			\$ 167,600
17.025	DISTRICT IMPROVEMENTS ESZ14	\$ 412,000	\$ 44,900	\$ 367,100			\$ -
17.078	BRILLIANCE ALF EDGEWATER	\$ 692,500	\$ 318,800	\$ 373,700			\$ 18,300
17.099	PUTNAM PAVEMENT MANAGEMENT	\$ 4,556,100	\$ 291,800	\$ 4,264,300			\$ 539,500
18.001	TRAFFIC OPPS PUSH BUTTON	\$ 1,000,000	\$ 158,700	\$ 841,300			\$ 69,800
18.020	ST. JOHNS PAVING EZX19-RO	\$ 310,000	\$ 59,400	\$ 250,600			\$ -
18.024	SR400 (I-4) T5606	\$ 8,240,900	\$ 1,876,800	\$ 6,364,100			\$ 252,200
18.027	FIRST BAPTIST CHURCH	\$ 1,195,300	\$ 140,000	\$ 1,055,300			\$ 50,700
18.047	FIRST STEP SHELTER	\$ 1,634,900	\$ 476,300	\$ 1,158,600			\$ 931,600
18.053	DISTRICT WIDE TRAFFICE OP ES265	\$ 500,000	\$ 150,000	\$ 350,000			\$ 209,600
18.061	BELLAMY AT DAYTONA STATE	\$ 1,975,700	\$ 147,400	\$ 1,828,300			\$ 22,700
18.067	TAXIWAY NOVEMBER D&E	\$ 16,084,800	\$ 4,268,000	\$ 11,816,800			\$ 11,816,800
18.073	DAYTONA SUBARU	\$ 1,610,100	\$ 100,300	\$ 1,509,800			\$ 214,900
18.081	FLAGLER ROUNDABOUT ESZ64	\$ 3,972,400	\$ 1,032,400	\$ 2,940,000			\$ 143,700
18.090	COSTA HQ	\$ 1,184,700	\$ 38,700	\$ 1,146,000			\$ 310,800
18.094	DELAND TRANSIENT APRON	\$ 2,271,000	\$ 323,100	\$ 1,947,900			\$ 337,800
18.111	GARDENS APARTMENTS	\$ 1,583,100	\$ 80,300	\$ 1,502,800			\$ 538,500
18.113	SPRINGS AT PORT ORANGE	\$ 4,717,100	\$ 423,000	\$ 4,294,100			\$ 725,400
18.120	ERAU HANGAR SITE WORK	\$ 676,500	\$ 19,800	\$ 656,700			\$ 183,800
19.007	LIGHTSEY ROAD	\$ 3,804,700	\$ 339,200	\$ 3,465,500			\$ 1,787,800
19.012	BEACON APARTMENTS NSB	\$ 3,447,000	\$ 48,500	\$ 3,398,500			\$ 2,188,600
19.013	VICTORIA OAKS PHASE A	\$ 341,600	\$ -	\$ 341,600			\$ 202,100
19.015	SR44 LAKE CO. T5634	\$ 6,944,000	\$ 1,037,400	\$ 5,906,600			\$ 3,767,500
19.021	LATTITUDE PHASE 3A & 3B	\$ 13,115,500	\$ 2,231,300	\$ 10,884,200			\$ 8,208,400
19.023	MIDRISE APARTMENTS	\$ 313,300	\$ 11,400	\$ 301,900			\$ 297,600
19.024	SWEETHEART TRAIL	\$ 122,100	\$ 6,900	\$ 115,200			\$ 4,500
19.025	LAKE MARY PAVING 2019	\$ 217,100	\$ -	\$ 217,100			\$ 3,400
19.026	AMAZON	\$ 2,052,800	\$ 358,100	\$ 1,694,700			\$ 1,037,300
19.028	SR20 PUTNAM T2732	\$ 23,611,000	\$ 3,776,800	\$ 19,834,200			\$ 18,921,000
19.031	WILDER TO SHADY -SWEETHEART	\$ 1,127,900	\$ 132,200	\$ 995,700			\$ 995,700
19.032	PORT ORANGE PAVING	\$ 800,000	\$ -	\$ 800,000			\$ 772,000
19.036	FLORIDA DOOR	\$ 323,000	\$ 38,000	\$ 285,000			\$ 261,500
19.037	FORD GARAGE	\$ 178,000	\$ 10,800	\$ 167,200			\$ 128,000
19.039	DELAND RESURFACE 2019	\$ 223,200	\$ -	\$ 223,200			\$ 9,800
19.040	RIVER ROAD	\$ 157,200	\$ 4,500	\$ 152,700			\$ 152,700
19.049	CITY OF NSB 2019 PAVING	\$ 234,800	\$ -	\$ 234,800			\$ 234,800
19.050	US1 AT MATANZAS WOODS T5648	\$ 2,614,800	\$ -	\$ 2,614,800			\$ 2,614,800

19,052	HOWELL BRANCH	\$	1,610,000	\$	-	\$	1,610,000	\$	1,610,000	
19,053	DEBARY RESURFACING	\$	436,000	\$	-	\$	436,000	\$	436,000	
	MISC. JOBS	\$	243,900	\$	12,600	\$	231,300	\$	150,700	80,600
	TOTAL CONTRACTS	\$	184,512,700	\$	35,160,400	\$	149,352,300			
PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE										

TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU

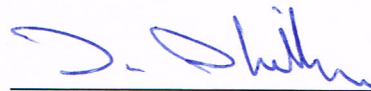
GRAND TOTAL

\$	45,888,900	\$	21,141,400
\$			67,030,300
Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), If furnished.			

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 uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3 % of the total, and which, in the aggregate, amount to less than 20% of the total.

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Tim Phillips, certify that I am the Corporate secretary of the corporation named as Principal in the within Bid Bond; that Todd Phillips, Vice President, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



Signature

AFFIX CORPORATE SEAL

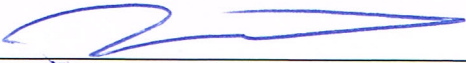


This document must be completed and returned with your Submittal

FORM 7.14 – CERTIFICATION OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Vendor acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CER 1926.650 (Subpart P as amended). Vendor further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Law of Florida) and the Occupational Safety and Health Administrations excavation safety standards as they may be amended from time-to-time.

BY: P & S Paving, Inc.
Name of Business


Authorized Signature

07/30/19
Date

This document must be completed and returned with your Submittal

FORM 7.15 – E-VERIFY ACKNOWLEDGEMENT

Contract No: _____

Financial Project No(s): 435539-1-58-01

Project Description: North Spruce Creek Road Sidewalks

Contractor acknowledges and agrees to the following:

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

Company/Firm: P & S Paving, Inc.

Authorized Signature: 

Title: Vice President

Date: 07/30/19

This document must be completed and returned with your Submittal

FORM 7.16 – CERTIFICATE OF INSURANCE FOR PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify P & S Paving, Inc. Company has issued to
Purchasing _____, of the City of Port Orange, State of Florida,
the following policy or policies: Public Liability Policy No. GLO0279720 effective on 04/15, 20 19, limits
Provide on attached COI, Property Damage Policy No. GLO0279720 effective on
04/15, 20 19, and expiring on 04/15, 20 20, limits
Provide on attached COI.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the
Purchasing Department _____, in writing thirty (30) days prior to cancellation of the policy.



Authorized Signature

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

This document must be completed and returned with your Submittal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	CONTACT NAME: Denise D'Abato PHONE (A/C, No, Ext): (386) 239-7281 FAX (A/C, No): (386) 323-9121 E-MAIL ADDRESS: ddabato@bbdaytona.com																					
INSURED P&S PAVING INC. 3701 OLSON DRIVE DAYTONA BEACH FL 32124	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>American Guarantee and Liability Insurance Company</td><td>26247</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	American Guarantee and Liability Insurance Company	26247	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 2019-20**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO0279720	04/15/2019	04/15/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLLUTION \$ 1 Mil 2Mil
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP0279722	04/15/2019	04/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			AUC0279723	04/15/2019	04/15/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 PRODS/COMPLETED \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0279721	04/15/2019	04/15/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EQUIPMENT FLOATER			CPP0279947	04/15/2019	04/15/2020	RENTED 500,000

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

SEE NOTES FOR POLICY COVERAGE FORMS.

CERTIFICATE HOLDER**CANCELLATION**

P&S PAVING INC

3701 OLSON DRIVE
DAYTONA BEACH

FL 32124

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED P&S PAVING INC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** _____ **FORM TITLE:** : Notes**CURRENT POLICY FORMS:****GENERAL LIABILITY**

- 1) UGL1175FCW 0413 - ADDITIONAL INSURED-AUTOMATIC-OWNERS, LESSEES OR CONTRACTORS (BLANKET ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, ONGOING & COMPLETED OPERATIONS)
- 2) UGL1060ECW 0413 - CONTRACTORS LIABILITY ENDORSEMENT (BLANKET ADDITIONAL INSURED-LESSOR OF EQUIPMENT)
- 3) UGL925BCW 1201 - WAIVER OF SUBROGATION (BLANKET) ENDORSEMENT
- 4) UGL1521ACW 1012 - BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NON-RENEWAL (30 DAY NOC)

AUTO LIABILITY

- 1) CA2048 0299 - DESIGNATED INSURED (BLANKET ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY)
- 2) CA2001 0306 - LESSOR-ADDITIONAL INSURED AND LOSS PAYEE (BLANKET)
- 3) UCA320BCW 0494 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION)
- 4) UCA387A 0794 - SCHEDULE OF LOSS PAYEES (BLANKET LOSS PAYEE)
- 5) UCA832ACW 0113 - BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NON-RENEWAL (30 DAY NOC)

WORKERS COMPENSATION

- 1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT (BLANKET WAIVER OF SUBROGATION)

UMBRELLA LIABILITY:

- 1) UUMB103CCW 0310 - COMMERCIAL UMBRELLA LIABILITY POLICY (BLANKET ADDITIONAL INSURED, PRIMARY & NON-CONTRIBUTORY, WAIVER OF SUBROGATION)
- THE UMBRELLA POLICY COVERS OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYERS LIABILITY.

EQUIPMENT

- UGU614BCW 1016 - ENDORSEMENT (BLANKET LOSS PAYEE)

FORM 7.17 AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Volusia

Todd Phillips

_____ 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 Brown and Brown Insurance Company, under the terms of Policy No. WC0279721 for a period from April 15th, 20 19 to April 15th, 20 20

WITNESS:

CONTRACTOR:

[Signature]

[Signature]

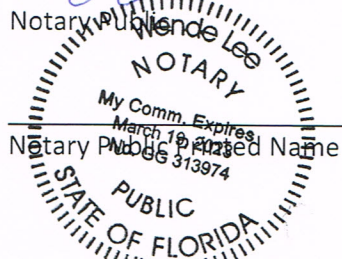
By Todd Phillips

Title Vice President

Sworn to and subscribed before me this 30th day of July, 20 19.

My Commission Expires: 03/19/2023

[Signature]



This document must be completed and returned with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

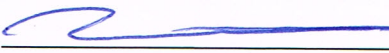
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: P & S Paving, Inc.

By: Todd Phillips Date: 07/30/19

Authorized Signature: 

Title: Vice President

This document must be completed and returned with your Submittal

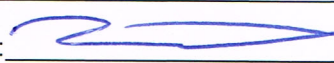
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. ☒ loan guarantee ☐ f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known: <u>P & S Paving, Inc</u> <u>3701 Olson Drive</u> <u>Daytona Beach, FL 32124</u> <u>Congressional District, if known: 4c 7th</u>			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: <u>Todd Phillips</u> Title: <u>Vice President</u> Telephone No.: <u>386-258-7911</u> Date (mm/dd/yyyy): <u>07/30/2019</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards undergrants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FORM 7.19 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: P & S Paving, Inc.

By: Todd Phillips 

Date: 07/30/2019

Title: Vice President

Instructions for Certification - Lower Tier Participants:

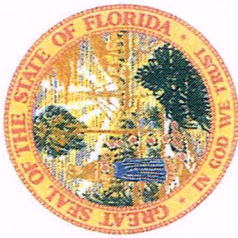
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

FORM 7.19 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS (Cont.)

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This document must be completed and returned with your Submittal



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PHILLIPS, WILLIAM TODD

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

LICENSE NUMBER: CGC056994

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**CONTRACTOR'S PROPOSAL
CITY OF PORT ORANGE
SPRUCE CREEK SIDEWALKS FROM SOUTH NOVA ROAD TO ANGELINA COURT**

FPID: 435539 1 58 01

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
I. ROADWAY CONSTRUCTION					
101 1	MOBILIZATION	LS	1	\$33,200.00	\$33,200.00
102 1	MAINTENANCE OF TRAFFIC	LS	1	\$21,586.00	\$21,586.00
104 10 3	SEDIMENT BARRIER	LF	1750	\$1.31	\$2,292.50
104 18	INLET PROTECTION SYSTEM	EA	8	\$90.00	\$720.00
110 2 2	SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN	AC	0.732	\$5,553.95	\$4,065.49
110 2 3	SELECTIVE CLEARING AND GRUBBING, PLANT PRESERVATION AREA	AC	0.609	\$6,675.68	\$4,065.49
110 4 10	REMOVAL OF EXISTING CONCRETE (SIDEWALKS, DRIVEWAYS, CURB AND GUTTER)	SY	837	\$20.03	\$16,765.11
110 7 1	MAILBOX, F&I SINGLE	EA	19	\$491.65	\$9,341.35
120 1	REGULAR EXCAVATION	CY	945.0	\$18.87	\$17,832.15
120 6	EMBANKMENT	CY	141.0	\$3.40	\$479.40
210 2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	CY	9.0	\$275.05	\$2,475.45
400 1 2	CONC CLASS I, ENDWALLS	CY	1.4	\$2,574.74	\$3,501.65
425 1551	INLETS, DT BOT, TYPE E, <10'	EA	1	\$8,267.05	\$8,267.05
425 1910	INLETS, CLOSED FLUME	EA	1	\$2,660.00	\$2,660.00
425 2 71	MANHOLES, J-7, <10'	EA	1	\$6,168.12	\$6,168.12
425 6	VALVE BOX, ADJUST	EA	4	\$1,015.25	\$4,061.00
430 174 215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15"SD	LF	5	\$1,032.29	\$4,645.31
520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	260	\$32.55	\$8,463.00
520 3	VALLEY GUTTER- CONCRETE	LF	151	\$46.58	\$7,033.58
520 5 11	TRAFFIC SEPARATOR CONCRETE-TYPE I, 4' WIDE	LF	28	\$52.17	\$1,460.76
520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	SY	14	\$83.31	\$1,166.34
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (2500 PSI)	SY	1713	\$37.22	\$63,757.86
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (2500 PSI)	SY	714	\$55.35	\$39,519.90
527 2	DETECTABLE WARNINGS	SF	222	\$27.60	\$6,127.20
570 1 2	PERFORMANCE TURF, SOD	SY	5208	\$3.86	\$20,103.74
581 1 1	ROOT BARRIER 12"	LF	161	\$13.31	\$2,142.91
590 70 1	IRRIGATION SYSTEM REPAIRS	LS	1	\$3,264.00	\$3,264.00
630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	182	\$15.96	\$2,904.72
630 2 12	CONDUIT, F&I, DIRECTIONAL BORE	LF	95	\$32.94	\$3,129.30
635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	4	\$972.10	\$3,888.40
646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	4	\$2,622.03	\$10,488.12
653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4	\$938.43	\$3,753.72
653 1 60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	4	\$412.85	\$1,651.40
665 1 11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	4	\$522.65	\$2,090.60
665 1 60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	4	\$188.13	\$752.52
700 1 11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12SF	AS	4	\$270.00	\$1,080.00
700 1 60	SINGLE POST SIGN, REMOVE	AS	4	\$18.00	\$72.00
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	742	\$5.40	\$4,006.80
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	195	\$10.80	\$2,106.00
711 16 201	THERMOPLASTIC, STD-OTH,YELLOW, SOLID, 6"	GM	0.005	\$12,480.00	\$59.09
711 17	THERMOPLASTIC, REMOVE	SF	444	\$2.40	\$1,065.60



CONTRACTOR'S PROPOSAL
CITY OF PORT ORANGE
SPRUCE CREEK SIDEWALKS FROM SOUTH NOVA ROAD TO ANGELINA COURT

FPID: 435539 1 58 01

TOTAL \$332,213.62

II. ALTERNATE BID 1					
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (WITH #4 METAL REBAR) (3000 PSI)	SY	1706	\$40.94	\$69,843.64
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (WITH #4 METAL REBAR) (3000 PSI)	SY	752	\$60.88	\$45,781.76

SUBTOTAL \$115,625.40
ALT BID 1 TOTAL \$344,561.26

8/1/2019

TO BE CONSIDERED RESPONSIVE, BIDDER MUST SUBMIT PRICING ON ALL ITEMS

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that P&S Paving, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3701 Olson Drive Daytona Beach, FL 32124, Tel.: 386-258-7911, (hereinafter called "PRINCIPAL"), and Western Surety Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 151 N. Franklin St. Chicago, IL 60606, Tel.: 321-822-5000 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five percent of the amount bid----- dollars and (-----)/100 (\$-----5%-----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated August 1st, 2019, for:

Project Name / Bid No.: North Spruce Creek Road Sidewalks
ITB# 19-03 FPID no. 435539-1-58-01

Project Address: Nova Road to Angelina Court Port Orange, FL

Legal Description: See Attached

Description of Work: New Sidewalk

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 24th day of July, A.D. 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: P&S Paving, Inc.

Signature Vice President
Corporate Officer & Title

ATTEST:

Signature [Signature]
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

[Signature]
[Signature]

SURETY: Western Surety Company

Attorney-in-Fact (signature)
Tyler DeBord Attorney-In-Fact

Name & Title
Tyler DeBord

Name of Local Resident Agent
Daytona Beach, FL 32114

City, State, Zip
386-239-5703

Telephone:

A.M. Best No.: 000974 NAIC No.: 13188

ATTEST:

Signature N/A
Corporate Secretary (Affix Corporate Seal)

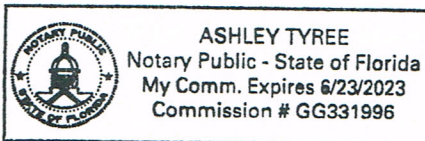
STATE OF Florida

COUNTY OF Volusia

Before me this day personally appeared Tyler DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Western Surety Company (corporate surety) and that this person has been authorized by Western Surety Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 24th day of July, 2019, by Tyler DeBord, who is personally known to me or who produced as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Ashley Tyree

Commission No.: GG331996

Commission Expires: 6/23/2023

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

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, Tyler D DeBord, Stephen P Farmer, 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 5th day of September, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

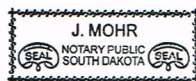
State of South Dakota
County of Minnehaha

} ss

On this 5th day of September, 2018, 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 24th day of July, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB #19-03 NORTH SPRUCE CREEK ROAD SIDEWALKS

OPENING DATE/TIME: 8/1/2019 AT 1:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		P & S Paving	Sparks	Vendor	Vendor
1	Form 7.2 – Vendor's Acknowledgement	YES	YES		
2	Form 7.3 – Addendum and Change Order Procedure Acknowledgement	YES	YES		
3	Form 7.4 – Drug Free/Tie Preference Statement	YES	YES		
4	Form 7.5 – Public Entity Crimes Statement	YES	YES		
5	Form 7.6 – Affidavit of Anti-Collusion	YES	YES		
6	Form 7.7 – Authorized Signatures/Negotiators	YES	YES		
7	Form 7.8 – Statement of Vendor's Qualifications	YES	YES		
8	Form 7.9 – Professional References for Previous Experience	YES	YES		
9	Form 7.10 – Listing of Subcontractors	YES	YES		
10	Form 7.11 – DDE Participation Statement	YES	YES		
11	Form 7.12 – Certification of Current Capacity	YES	YES		
12	Form 7.13 – Certificate as to Corporate Principal	YES	YES		
13	Form 7.14 – Certification of Compliance with Florida Trench Safety Act	YES	YES		
14	Form 7.15 – E-Verify Acknowledgement	YES	YES		
15	Form 7.16 – Certificate of Insurance for Public Liability & Property Damage	YES	YES		
16	Form 7.17 – Affidavit Regarding Workmen's Compensation	YES	YES		
17	Form 7.18 – Certification for Disclosure of Lobbying Activities	YES	YES		
18	Form 7.19 – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion for Federal Aid Contracts	YES	YES		
19	Copy of Certified Contractor License	YES	YES		
20	Attachment 1 - Bid Proposal	YES	YES		
21	Bid Bond	YES	YES		
1 Original, 1 Digital (CD or flash drive) in PDF format.		YES	YES		
Deemed Responsive		YES	YES		
Additional Comments					
ROADWAY CONSTRUCTION - TOTAL BID:		\$332,213.62	\$332,362.06	\$0.00	\$0.00
ALTERNATE BID 1 - SUBTOTAL BID:		\$115,625.40	\$119,634.00	\$0.00	\$0.00
ALTERNATE BID 1 - TOTAL BID:		\$344,561.26	\$339,067.06	\$0.00	\$0.00
Opened and tabulated by: David Van Valkenburgh Purchasing Agent					
Witnessed by: Joseph Castro Purchasing Buyer					



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAUT, P.E.
SECRETARY

May 31, 2019

Margaret Tomlinson
Construction & Engineering Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

SUBJECT: LOCAL AGENCY PROGRAM (LAP) AGREEMENT
FPN: 435539-1-58/68-01
Contract No.: G1989
Project: Construction and CEI Services for the North Spruce Creek Road Sidewalk from Nova Road to Angelina Court

Dear Ms. Tomlinson:

This letter will serve as the Department's Notice-to-Proceed to the City of Port Orange with the advertisement for the construction of the above-referenced project. The Notice-to-Proceed is effective May 30, 2019. Prior to awarding the construction contract, final concurrence from the D5 Construction Special Projects group, D5-ConstructionSpecialProjects@dot.state.fl.us, will be required.

As currently written, the Construction Engineering Inspection will be performed utilizing Local Funding, therefore no Professional Services procurement will be required by the Department. However, based on recent on-going conversations between the City and the Department, the City is considering using the Department's forthcoming Construction Engineering Inspection contract.

Per Section 13.00 of the LAP Agreement, the City of Port Orange will be subject to a Performance Evaluation for the construction phase of the above referenced project. The current performance evaluation can be found at the bottom of the Forms tab on the LAP website: <https://www.fdot.gov/programmanagement/LAP/Forms/LapForms.shtm>

If you have any questions, please call me at (386) 943-5153.

Sincerely,

Precious L. Johnson
Local Program Coordinator

Enclosures

Cc: D5 Construction Special Projects
Financial Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PROGRAM MANAGEMENT
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 Page 1 of 15

FPN: 435539-1-58-01	FPN: 435539-1-68-01	FPN: _____
Federal No (FAIN): D518 067 B	Federal No (FAIN): N/A	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: N/A	Federal Award Date: _____
Fund: ACTU / SU / TALU / LF	Fund: LF	Fund: _____
Org Code: 55054010508	Org Code: N/A	Org Code: _____
FLAIR Approp: 088717	FLAIR Approp: N/A	FLAIR Approp: _____
FLAIR Obj: 780000	FLAIR Obj: N/A	FLAIR Obj: _____
County No: 79 Contract No: G1989		
Recipient Vendor No: F596000412003 Recipient DUNS No: 080827082		
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 5/30/2019 | 9:39 AM EDT, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and the City of Port Orange ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Construction and CEI Services for the North Spruce Creek Road Sidewalk from Nova Road to Angelina Court, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before August 31, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 409,741.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$315,268.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 12/18
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 12/18
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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

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The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the

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[RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

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- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
- i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

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j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A.

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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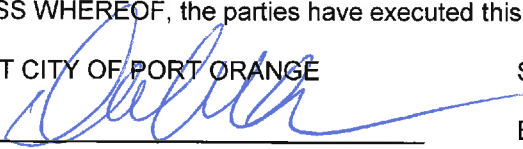
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

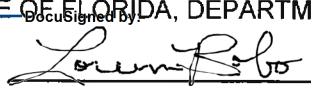
RECIPIENT CITY OF PORT ORANGE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

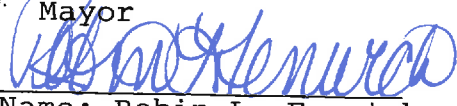
By:


Name: Donald O. Burnette
Title: Mayor

By:


Name: Loren C. Bobo, P.E.
Title: Director of Transportation Development

Attest:


Name: Robin L. Fenwick
Title: City Clerk

Legal Review:

DocuSigned by:

Daniel McDermott

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40
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Page 1 of 2**EXHIBIT "A"****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 435539-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Port Orange (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description

PROJECT DESCRIPTION:

The North Spruce Creek Road Sidewalk project is located within the City of Port Orange. The project includes installation of 6-foot and 8-foot wide concrete sidewalk, approximately 0.30 miles in length. The sidewalk along the west side of the North Spruce Creek Road will be approximately 720 feet in length and have limits from the north driveway of the Riverwood Shopping Center to Angelina Court. The sidewalk along the east side of North Spruce Creek Road will span the entire project limits for an approximate length of 1,585 feet.

Sidewalk project elements include driveway reconstruction, concrete removal, replacement of curb and gutter, two small traffic separators, mailbox replacement, and detectable warning surfaces. The north driveway of the Riverwood Shopping Center is being milled and resurfaced for accessibility compliance. There are minor drainage improvements to include pipe extension, an end wall, installation of inlets, a manhole, and re-grading of ditches/swales. The existing pedestrian signals on the north side of the intersection of Nova Road and Spruce Creek Road are currently not ADA compliant. Therefore, this project includes pedestrian signals and detector removal, installation of conduit and pull boxes, installation of aluminum pedestals, pedestrian signals heads and detectors. In addition, mobilization, maintenance of traffic, erosion control, clearing and grubbing, signage, thermoplastic striping and sodding are also included as part of this project.

Utilities for this project have been coordinated. City of Port Orange owned valve box adjustments are included as part of this project. A SJRWMD exemption permit has been obtained. Right-of-way was not obtained for this project.

The City of Port Orange requires sidewalk to be 4-inches thick concrete with No. 4 metal rebar, and 3,000 psi strength concrete. Federal funds reimburse for sidewalk that is 4-inches thick, 2,500 psi strength concrete. The upgrade is included as a bid alternate. The difference will be funded through local funds.

The City of Port Orange requires driveways to be 6-inches thick concrete with No. 4 metal rebar, and 3,000 psi strength concrete. Federal funds will reimburse for driveways that are 6-inches thick, 2,500 psi strength concrete. The upgrade is included as a bid alternate. The difference will be funded through local funds.

A residential home driveway at STA 113+39.47 is being widened from 10 feet to 18 feet. The widening to 18 feet will not be eligible for reimbursement with federal funds. The upgrade is included as a bid alternate and will be funded through local funds.

The root barrier system is considered a maintenance preventative and is in-eligible for federal reimbursement. In addition, the irrigation system repairs are for irrigation systems that are privately owned therefore, in-eligible for federal reimbursement. Both items are included as bid alternates and will be funded through local funds.

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Page 2 of 2**EXHIBIT "A"****PROJECT DESCRIPTION AND RESPONSIBILITIES**

The City of Port Orange is currently obtaining a single right of entry (ROE) for the reconstruction of slivers of several driveways, located on the east side of North Spruce Creek Road. This area is one parcel (not platted lots) and has a single landowner. If the ROE is not secured, the City will construct the driveway/sidewalk to the right-of-way line, ensuring ADA is met. A separate Right of Entry will be required for the selected clearing and grubbing and root barrier installation on the former Wells Fargo Bank site land. If the ROE is not secured, the City will not perform the selected clearing and grubbing and root barrier installation outside the right-of-way line.

The City of Port Orange shall construct the project within the limits of the exiting right of way. Also, all pedestrian features are to adhere to current ADA Standards.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Invoices and progress reports shall be submitted to:
D5-Construction Special Projects
D5-ConstructionSpecialProjects@dot.state.fl.us
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by August 1, 2019.
- f) Construction to be completed by April 16, 2020.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The project funding may be reduced to an amount equal to the award amount and /or the actual contract costs.

Invoice payments will be made on a pro-rata basis as a percentage of federal funding amount compared to the actual award amount.

The River to Sea TPO requires a 10% local match for the project. The total project cost for the phases of Construction and CEI Services equals \$409,741.00, yielding a required 10% match of \$40,975.00. The sum of the City's estimated contribution for federally ineligible construction costs of \$30,918.00, and the City's estimated cost for CEI services of \$63,555.00 equals \$94,473.00, which exceeds the match required. No pro-ration of invoices related to the local match will be required.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Port Orange 1000 City Center Circle Port Orange, Florida 32129	FINANCIAL PROJECT NUMBER: 435539-1-58/68-01
---	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2018-2019 (LAP)	\$ <u>346,186.00</u>	\$ <u>30,918.00</u>	\$ <u>0.00</u>	\$ <u>315,268.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 346,186.00	\$ 30,918.00	\$ 0.00	\$ 315,268.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2018-2019 (LAP)	\$ <u>63,555.00</u>	\$ <u>63,555.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 63,555.00	\$ 63,555.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 409,741.00	\$ 94,473.00	\$ 0.00	\$ 315,268.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik

District Grant Manager Name

DocuSigned by:

Amir Asgarinik

5/29/2019 | 3:41 PM EDT

Signature
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Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 19-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT FOR FPN 435539-1-58/68-01, FOR CONSTRUCTION OF NORTH SPRUCE CREEK SIDEWALK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING AN EFFECTIVE DATE.

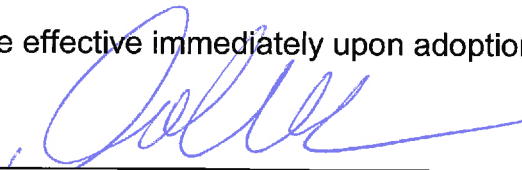
WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program (LAP) Agreement for construction of North Spruce Creek Sidewalks; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Port Orange to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the project FPN 435539-1-58/68-01.

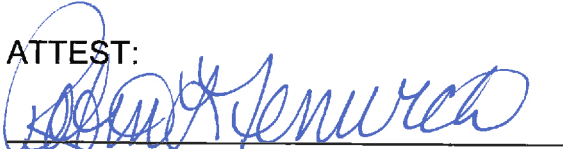
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange, Florida, hereby approves and authorizes the Mayor and City Clerk to make, execute, and deliver to the State of Florida Department of Transportation the Supplemental Local Agency Program Agreement for the project FPN 435539-1-58/68-01, a copy of which is attached hereto as **Exhibit "1"**.

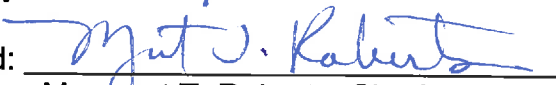
Section 2. This resolution shall become effective immediately upon adoption.


MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, CMC, City Clerk

Adopted on the 7 day of May, 2019.

Reviewed and Approved: 
Margaret T. Roberts, City Attorney

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EXHIBIT “E”

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$315,268.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40F
PROGRAM MANAGEMENT
10/18
Page 1 of 1**EXHIBIT "F"****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40G
PROGRAM MANAGEMENT
OGC- 10/18
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EXHIBIT "G"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40N
PROGRAM MANAGEMENT
OGC - 09/18
Page 1 of 2**EXHIBIT "N"****TRAFFIC SIGNAL MAINTENANCE**

Paragraph 16. is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40N
PROGRAM MANAGEMENT
OGC - 09/18
Page 2 of 2

8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

To: Precious.Johnson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1989

5/29/2019

CONTRACT INFORMATION

Contract:	G1989
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	PORT ORANGE, CITY OF
Vendor ID:	F596000412003
Beginning Date of This Agreement:	06/04/2019
Ending Date of This Agreement:	08/31/2020
Contract Total/Budgetary Ceiling:	ct = \$315,268.00
Description:	Construction and CEI Services for the North Spruce Creek Road Sidewalk from Nova Road to Angelina Court

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/29/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55054010508
Expansion Option:	AF
Object Code:	780000
Amount:	\$315,268.00
Financial Project:	43553915801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	088717/19
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$315,268.00

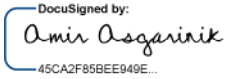
Certificate Of Completion

Envelope Id: 4778D4FE146447D4BC59B6465778913E	Status: Completed
Subject: Please DocuSign: 435539-1-58/68-01 / LAP / Port Orange / N. Spruce Creek Sidewalk	
Contract Number (ex. C9A12, optional): G1989	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 435539-1-58/68-01	
Office (contact Procurement if add is needed):	
Local Programs	
Source Envelope:	
Document Pages: 28	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Precious Johnson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	605 Suwannee Street
	MS 20
	Tallahassee, FL 32399-0450
	Precious.Johnson@dot.state.fl.us
	IP Address: 156.75.68.103

Record Tracking

Status: Original	Holder: Precious Johnson	Location: DocuSign
5/29/2019 1:32:54 PM	Precious.Johnson@dot.state.fl.us	

Signer Events

Signer Events	Signature	Timestamp
Amir Asgarinik Amir.Asgarinik@dot.state.fl.us Scope Development Manager Florida Department of Transportation Security Level: Email, Account Authentication (None)	 DocuSigned by: Amir Asgarinik 45CA2F85BEE949E... Signature Adoption: Pre-selected Style Using IP Address: 156.75.254.18	Sent: 5/29/2019 1:44:14 PM Viewed: 5/29/2019 3:41:10 PM Signed: 5/29/2019 3:41:34 PM

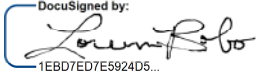
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Daniel McDermott Daniel.McDermott@dot.state.fl.us Senior Attorney FL DOT Signing Group: D5 General Law Legal Group Security Level: Email, Account Authentication (None)	 DocuSigned by: Daniel McDermott 585E81E26BBA45C... Signature Adoption: Pre-selected Style Using IP Address: 156.75.68.38	Sent: 5/29/2019 3:41:36 PM Viewed: 5/30/2019 7:59:11 AM Signed: 5/30/2019 8:02:50 AM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Loreen Bobo loreen.bobo@dot.state.fl.us District 5 Director of Transportation Development Florida Department of Transportation Security Level: Email, Account Authentication (None)	 DocuSigned by: Loreen Bobo 1EBD7ED7E5924D5... Signature Adoption: Drawn on Device Using IP Address: 174.227.141.101 Signed using mobile	Sent: 5/30/2019 8:02:51 AM Viewed: 5/30/2019 9:39:25 AM Signed: 5/30/2019 9:39:36 AM
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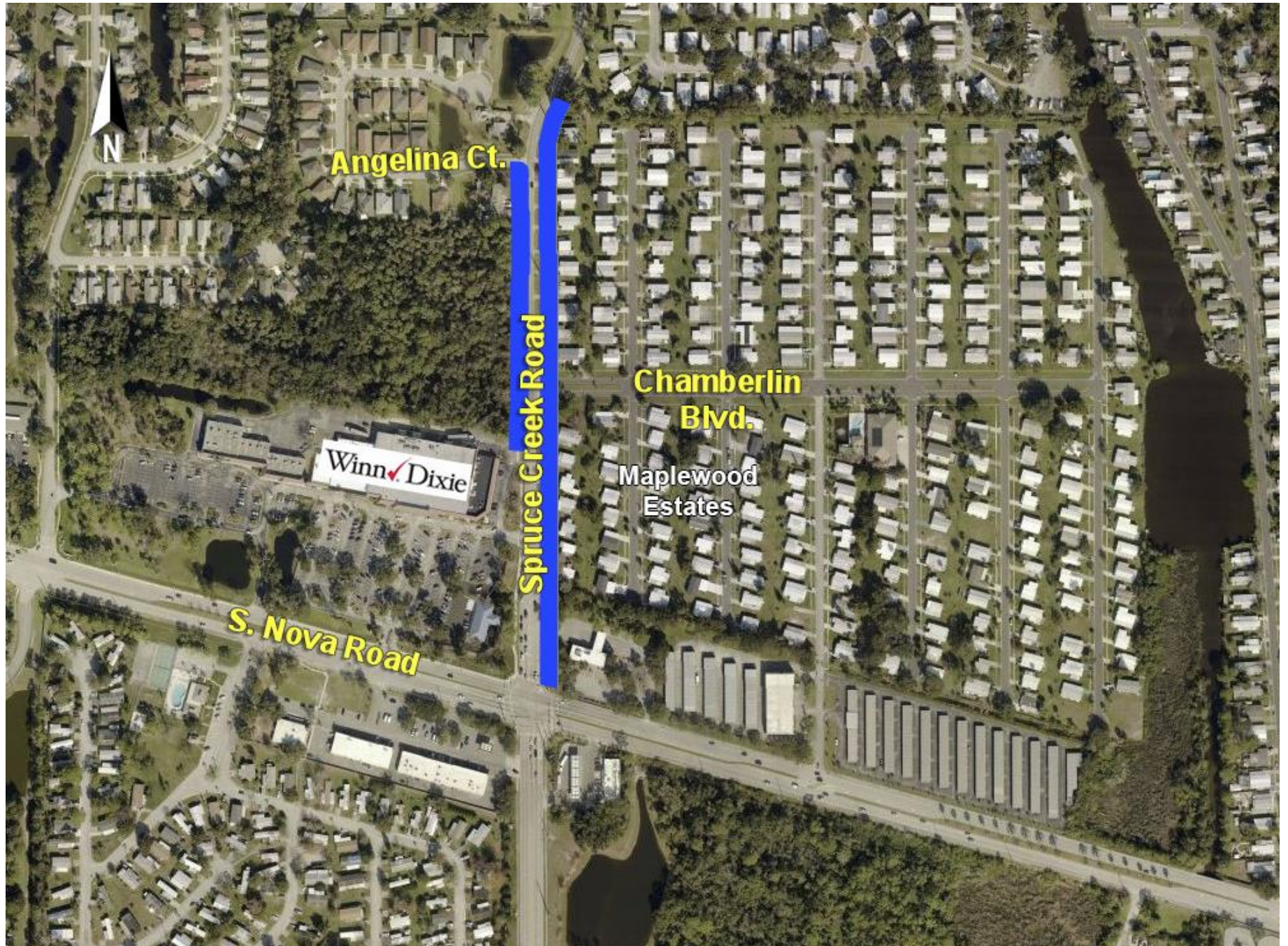
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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Kim Kipp kim.kipp@dot.state.fl.us Florida Department of Transportation Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/29/2019 3:41:38 PM Viewed: 5/29/2019 3:57:27 PM
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

Location Map



RESOLUTION NO. 19-##

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING CAPITAL FUNDS FOR THE FISCAL YEAR 2020 BUDGET; TO BUDGET FOR CONSTRUCTION PHASE OF A COMMUNITY DEVELOPMENT PROJECT - NORTH SPRUCE CREEK SIDEWALK IN THE TRANSPORTATION IMPACT FEE FUND 312; TO BUDGET FOR GRANT FUNDS IN THE AMOUNT OF \$302,243 BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM (LAP) AGREEMENT FPN: 435539-1-58/68-01 FOR A PORTION OF THE NORTH SPRUCE CREEK SIDEWALK; TO BUDGET \$73,054 OF ADDITIONAL FUNDING FROM THE CITY TRANSPORTATION IMPACT FEE FUND 312; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget additional funding in the amount of \$73,054 from Appropriated Fund Equity for the City's portion of the construction phase of a Community Development Project - "North Spruce Creek Sidewalk Project" – Project #OMI017 from funds available in the Transportation Impact Fee Fund 312; and

WHEREAS, the City Council has executed a Local Agency Program (LAP) Agreement with the State of Florida Department of Transportation (FDOT) on May 30, 2019 to provide for mutual benefits to be derived from joint participation in the "North Spruce Creek Sidewalk Project" – Project #OMI017, and desires to budget for grant funding in the amount of \$302,243 as provided for in the LAP Agreement; and

WHEREAS, the City Council has approved the bid award of ITB 19-03 for the "North Spruce Creek Sidewalk Project" – Project #OMI017 to Sparks Concrete, LLC to provide for construction services to accomplish the North Spruce Creek Sidewalk Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the North Spruce Creek Sidewalk Project are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated project.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to the designated project for the City during the current fiscal year effective October 1, 2019 through September 30, 2020.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY2020 Transportation Impact Fee Fund 312**Prepared: September 17, 2019****Finance: Finance Staff**

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Appropriated Equity	73,054
State Grant FDOT LAP	302,243
Total Revenues:	<u>\$ 375,297</u>

Expenditures:

Public Works - Capital Outlay	73,054
Public Works - Capital Outlay - Grant Exp	302,243
Total Expenditures:	<u>\$ 375,297</u>

To budget additional funding for the Community Development project - "North Spruce Creek Road Sidewalk from Nova Road to Angelina Court" - Project #OMI017. The N Spruce Creek Road Sidewalk project is a Local Agency Program (LAP) project in which the construction is 90% funded with federal dollars through the Florida Department of Transportation (FDOT). The project consists of construction of an 8'-wide sidewalk along Spruce Creek Rd. from the Riverwood Shopping Center to Angelina Ct. on west side and an 8'-wide sidewalk from Nova Rd. to the existing 8'-wide sidewalk south of Commonwealth Blvd. on the east side. The City will be responsible for the other 10% plus 100% of Construction Engineering and Inspection (CEI).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B7f) Approval of City Manager Contract Amendment

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve amendment No. 3 of the City Manager's employment contract.

SUMMARY: On June 4, 2019 City Council provided a brief on the City Manager's evaluation and authorized a 7.5% adjustment to the City Manager's base compensation effective 10/1/2019.

Staff is also recommending that the City Manager's rate of accruals earned each pay period be aligned with the same rate established and applicable for Civil Service Employees under the Personal Leave Program. This change will allow for simplification of administration of leave plans as the Department transitions to Workday. Changes to the Personal Leave Plan under Civil Service must be reviewed by Council for a period of 15 days before any changes take effect.

Amendment No. 3 has been prepared for consideration, reflective of these changes.

Project No.: Funding Account No.: 001-1200-XXX-12-00

Presenter:

ATTACHMENTS:

1.	JOHANSSON CONTRACT AMENDMENT NO 3	Revised Amendment 3 to city manager agreement.docx
2.	Paid Leave Accrual Rate CSR	Paid Leave Accrual Rate CSR.docx

Jamie Miller
Jamie Miller
Scott Neils
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 9/15/2019
Approved - 9/15/2019
Approved - 9/16/2019
Approved - 9/26/2019
Approved - 9/26/2019
Final Approval - 9/26/2019

AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT

This Amendment No. 3 to Employment Agreement dated July 14, 2015 and amended subsequently on August 18, 2015 and October 2, 2018 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee bi-weekly in the amount of ~~Five Thousand Seven Hundred Six and 62/100 Dollars (\$5,706.62)~~ Six Thousand One Hundred Thirty Four and 62/100 (\$6,134.62), subject to withholding and payroll tax deductions.

2. Section 8 of the Employment Agreement is hereby amended to read as follows:

The City shall be closed seven days annually as prescribed in the adopted Civil Service Rules and Procedures, except for emergency. ~~Upon execution of this Agreement by all parties, the employee shall accrue thirty (30) leave days to be used for vacation. On each anniversary thereafter, Employee shall accrue fifteen (15) days to be used for vacation. Employee shall accrue sick leave each pay period at the same rate established for and applicable to Civil Service Employees. Effective October 1, 2019, the Employee shall accrue Personal Leave each pay period at the same rate established for and applicable to Civil Service Employees.~~ The Employee accruals shall not be capped and the accruals shall be paid to Employee upon termination for each accrued hour in an amount equal to the Employee's hourly rate of pay at the time of termination.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.

In Witness hereof the Parties have executed this Amendment No. 3 to Employment Agreement.

Employee

By: _____

Michael H. Johansson, City Manager

Date: _____

Employer

City of Port Orange

By: _____

Donald O., Burnette, Mayor

Date: _____

Attest:

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

3.06 Personal Leave (PL) for employees hired after Oct 1, 2011 or employees hired prior to Oct 1, 2011 who have voluntarily elected to participate

A. Accrual

Employees shall start to earn Personal Leave (PL) Time allowances as of their date of appointment.

Personal Leave Time cannot be used before it is earned. Personal Leave Time shall accrue at an equally prorated amount per pay period as follows:

Length of Continuous Service:	Hours Accrued Annually:
Less than 5 Years	225 Hours
5th Year thru 9th Year	250 Hours
10th Year thru 14th Year	275 Hours
15th Year thru 19th Year	300 Hours
20 + Years	325 Hours

City Manager current accrual: 15 days per year (120 hours) plus sick leave (96 hours)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B7g) Approval of FY20 Spending Authority with Central Square Technologies, Inc. (f/k/a Superior, Inc./SunGard Public Sector, Inc.) and Delegating Authorization to the City Manager for Execution of all Related Documents

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve fiscal year 2020 spending authority with Central Square Technologies, Inc in an amount not to exceed \$94,566.12 and authorize the City Manager to execute all related documents.

SUMMARY: The City has been under contract with CentralSquare Technologies, Inc. for their proprietary software since 1988. The fee for annual software maintenance and technical support covers 30 software modules currently utilized throughout all city departments, including archived public safety records. The annual support also entitles the City to any new enhancements or upgrades the vendor may make available to these modules.

The core functional areas in Naviline cover Financials, HR/Payroll, Community Development, and Utility Billing. When the City goes live with Workday, some of the Naviline modules will no longer be required and therefore maintenance can be discontinued. However, staff believe it is in the best interest of the City to continue to fund maintenance on those modules for 6 months with an expiration on March 30th, 2020. This will give staff ample time to ensure that the Workday system is functioning as designed before discontinuing support. The modules that would no longer be required are:

- Naviline Fixed Assets
- Naviline GMBA w/ Extended Reporting
- Naviline Accounts Receivable
- Naviline Purchasing/Inventory
- Naviline Payroll/Personnel
- Naviline Quatred Mobile Bar Code Interface
- Naviline Time & Attendance Interface

In total, support on these modules comes at a cost of \$42,043 annually, or \$21,021.69 for 6 months.

The total cost for annual support on all required modules as well as 6 months support on modules that will be replaced by Workday is \$94,566.12.

In FY21 there will be a 10% increase to our maintenance costs. However, we can expect maintenance to decrease even further to approximately \$80,898.87 since there will be no requirement to provide maintenance on any of the modules replaced by Workday. Furthermore, as Community Development and Customer Service look to replace the functionality in Naviline they currently use with modern systems, we can expect to reduce the maintenance contract even more to a point where support on the entire Naviline platform can be eliminated.

Project No.: Funding Account No.: 501-0700-519.46-36

Presenter:

ATTACHMENTS:

1.	SunGard Maintenance Contract	SunGard Maintenance Contract.pdf
2.	Budget Proposal	Budget Proposal.xlsx

James Hicks	Created/Initiated - 8/28/2019
Jamie Miller	Approved - 9/6/2019
Scott Neils	Approved - 9/11/2019
Margaret Roberts	Approved - 9/24/2019
Jake Johansson	Approved - 9/24/2019
Robin Fenwick	Final Approval - 9/24/2019

H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement for Licensed Program(s) and related Support Services, subject to the limitations and conditions set forth in this Agreement, as more specifically described in the attached Supplement and Schedule(s), is entered into by and between:

H.T.E., Inc. (HTE), a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

AND

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, Florida 32119-9619

"CUSTOMER",
with its principal place of business at

HTE and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Program(s) and/or service(s) offered under this Agreement. HTE will furnish to the Customer by this Agreement:

1. The HTE Licensed Program(s) listed in the Supplements to this Agreement.
2. Grant of a nonexclusive, nontransferable license to use the Licensed Programs on AS/400 Serial # _____ and/or its backup or replacement. If the AS/400 is replaced, then the new serial number will be provided within 10 days of installation of the Licensed Programs.
3. Support service(s) as described herein.
4. Modifications, training, conversion and project management services as described herein and listed in the Supplement(s) to this Agreement.

With respect to the Licensed Program(s), the Customer agrees to accept responsibility for:

1. The installation of the Licensed Program(s) plus any enhancements and/or updates.
2. Use of the programs to achieve the Customer's intended results.

I. DEFINITIONS

"Licensed Program(s)" shall mean a licensed data program or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable object code and source code form and any related licensed program materials provided for use in connection with the program. Unless otherwise provided herein, the term "Licensed Program(s)" shall refer solely to HTE Licensed Program(s).

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by HTE for operation of any Licensed Program(s).

"Source Code" shall mean a copy of the computer programming code in human-readable form and related system documentation, including updates, applicable enhancements, and all pertinent commentary as well as any procedural code such as job control language.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Installation Date" shall mean the date that the Licensed Program(s) is installed/loaded on a designated machine.

"Delivery Date" shall mean the date that the Licensed Program(s) is received by the Customer, or no later than ten (10) calendar days after shipment by HTE. For services, the "Delivery Date" refers to the date services are performed.

"Acceptance" shall mean that the installed/loaded Licensed Program(s) has gone through the program testing and acceptance period as described in Section VI.

"Support Services" shall mean the maintenance and support call services provided to Customer for the HTE Licensed Program(s).

II. LICENSE

The license granted under this Agreement permits the Customer to:

- a. Use the Licensed Program(s) on the designated Machine(s).
- b. Copy the Licensed Program(s) in machine readable object code form to provide sufficient copies to support the Customer's use of the Licensed Program(s) as authorized under this Agreement.
- c. Transfer the Licensed Program(s) to a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d. Modify any Licensed Program(s) for the Customer's use, provided that:
 1. The Customer supplies HTE with written notification of the modification or
 2. The modification is made according to the HTE conventions of the HTE Modification Library and not to the base system.

The Licensed Program(s) should not be reverse assembled or reverse compiled in whole or in part.

Failure to modify the programs in the manner prescribed may negate the ability to maintain the Licensed Program(s) by HTE and will relieve HTE of any responsibility related to the modified program and any effected programs to provide support services. Any updated work using portions of the Licensed Program(s) that meets the above criteria will continue to be subject to all terms of this Agreement.

- e. Have access to a copy of the Licensed Program(s), belonging to HTE, in Object Code and Source Code form.

III. TERM

This Agreement is effective from the date on which it is signed by both parties and will remain in effect until terminated by the Customer upon one (1) month written notice or by HTE as stated in this section. This Agreement may be terminated by the Customer only when all Licensed Program(s) have been returned to HTE or destroyed. An authorized representative of HTE, upon request, shall be afforded sufficient access to Customer's premises to verify that all use of Licensed Program(s) have been discontinued. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless specifically stated.

License(s) granted under this Agreement may be discontinued by the Customer upon written notice, effective immediately, during the testing period described in Section VI.

HTE may discontinue any license or terminate this Agreement upon one (1) month written notice if the Customer fails to comply with the terms and conditions of this Agreement. In the event Customer breaches its obligations under this Agreement, HTE shall notify Customer and Customer shall have thirty (30) days to cure the breach. If a dispute exists, prior to any termination, the accelerated dispute resolution section shall be followed. Any responsibility of the Customer provided under this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

IV. HTE SUPPLIED PRODUCT(S) AND/OR SERVICES

HTE shall supply the Licensed Program(s) specified in the Supplement(s) in machine readable object code and source code form with instructions for installation by the Customer. Standard form options, if applicable, will be provided by HTE. In addition, HTE shall supply related services and/or maintenance, and may supply specialized hardware or other third party products necessary for the performance of certain special features or functions. These services and deliverables, if any, shall be identified and more specifically described in the Supplement(s), and shall constitute the complete list of deliverables provided by HTE.

HTE assumes no liability for any hardware or other third party products beyond manufacturers' warranty specified in the Supplement(s). Customer acknowledges that these products were selected by Customer, based upon HTE's recommendation, to support features desired by Customer, and that they are included in the Agreement solely for that purpose. HTE represents that there are no undisclosed third party software programs imbedded within the HTE Licensed Programs that require additional license agreements from a third party.

V. PRICING AND PAYMENT TERMS

All pricing and terms associated with Licensed Program(s) and any other HTE products and services are specified in the Supplement(s) to this Agreement. The prices in the Supplement(s) shall be firm upon execution of this Agreement and may be changed subsequent to the Execution Date as specifically provided therein. HTE may increase its prices without notice on items not provided for in the Supplement(s).

Fees for HTE Support Services are payable prior to the commencement of such Support Services. Should Customer require Support Services prior to receipt of payment and the contractual start date of such Service, Customer will be billed at the then prevailing hourly rate until payment is received.

Fees for support services for any third party products provided for under this Agreement shall be payable to and in accordance with the provisions of the third party Vendor unless otherwise specified in the Supplement(s).

HTE recognizes that Customer is a municipality and, as of the Execution Date, states that it is tax exempt. Any taxes for which Customer becomes obligated resulting from this Agreement or activities resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the Customer. HTE will accept an exemption certificate from the Customer in lieu of taxes if the Customer qualifies for exempt status. Such exemption certificate will need to be provided to HTE upon contract execution.

If funds are not appropriated for a succeeding fiscal year subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then Customer may terminate this Agreement upon thirty (30) days prior written notice to HTE. Should termination be accomplished in accordance with this paragraph, Customer shall be liable only for payments due through the date of termination. Customer agrees that should it terminate in accordance with this paragraph, it shall not purchase, lease or rent products which are substantially equal to or perform functions similar to those for which this Agreement was entered into for the remainder of the fiscal year during which termination occurs. This provision shall survive any termination of the Agreement.

VI. LICENSED PROGRAM TESTING AND ACCEPTANCE

Beginning on the date ten (10) days after delivery of the Licensed Program(s) by HTE, the Licensed Program(s) will be available for Non-Productive Use (as hereinafter defined) for testing for a period of thirty (30) days. Non-Productive Use, as used in this section, means the period of time prior to Customer's established "go-live" date. This testing period is to determine whether the Licensed Program(s) functions operate together and whether the Licensed Program(s) meet the Customer's specifications and/or requirements.

At any time during the testing period, upon written notice, the Customer may discontinue the Licensed Program(s) and receive full credit or refund for the amount of the license fee. If written notice of discontinuance is not received by HTE prior to the end of the testing period, or if the Customer uses the Licensed Program(s) for other than Non-Productive Use during the testing period, the Licensed Program(s) shall be deemed to be accepted under the provisions of this Agreement.

VII. LICENSED PROGRAM SERVICES

Training on HTE Licensed Program(s), if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the completion of each training session at the rate specified in the applicable Supplement(s). The Customer understands that the number of training sessions and the number of hours of training vary per application, and are estimated based on HTE's experience in the training of other Customers for the same applications. Additional training can be provided upon request of the Customer at the then prevailing rate per hour.

Conversion, if necessary, will be provided for in the Supplement(s) and will be invoiced as incurred at the rate specified in the applicable Supplement(s) or at HTE's then prevailing rate per hour. Data must be given to HTE in an IBM compatible format on a specified magnetic media. Data must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is understood that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion.

Modifications, if any, will be provided for in the Supplement(s) and will be controlled by the HTE System Change Request form ("SCR") which will be prepared for the Customer by the HTE Project Manager responsible for that module. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with appropriate payment as provided for in the Supplement(s).

Project Management is strongly recommended by HTE, and will be provided for in the Supplement(s) and will be invoiced as incurred.

HTE will provide the Customer with the Support Services listed below for the HTE Licensed Program(s) for such period as may be listed in the Supplement(s), and commencing one hundred twenty (120) days after delivery of the Licensed Program(s). Thereafter the Services will be provided on a year-to-year basis provided the Customer exercises the option and pays HTE's annual support fee.

- a. Toll free telephone support line; twenty-four (24) hours a day, seven (7) days per week.
- b. Electronic support.
- c. Product updates and new releases of the covered Licensed Program(s).
- d. Response time to calls within approximately two (2) hours of call.
- e. Error corrections as made.

Support for the first one hundred twenty (120) days after delivery of the Licensed Program(s) shall be provided by the appropriate HTE project manager or trainer.

Upon commencement of the HTE Support Services, telephone support will be provided using a dedicated support telephone number, and the Customer must have Electronic Customer Support installed. Support requests relating, if applicable, to third party hardware or software will be directed to the Vendor of such products unless otherwise provided for in the Supplement(s). Unless otherwise stated herein or in the Supplement(s), HTE shall assume no responsibility for the pricing of, payment to, or provision for support services of any third party Vendors.

HTE shall not supply any support services nor be liable for any damages to damaged Licensed Program(s) or portions thereof (the existence of which damage is to be determined solely by HTE) in the event that any portion of the Licensed Program(s) is used on equipment or with software products or software systems other than those supplied or approved by HTE. Customer shall notify Customer's HTE customer care representative if Customer attaches to the computer system any equipment not supplied or approved by HTE. In the event HTE, in response to a request from Customer, investigates and determines that a

system support problem is the result of Customer's change in the computer system, then Customer shall reimburse HTE for time and materials used in investigating the problem.

Customer acknowledges that the systems supplied by HTE have unique operating properties and are a matched system of components which must not be altered, modified, or tampered with without specific assistance from HTE designated personnel. HTE shall not be liable for any damage or loss of function which results from violating the approved operating environment by personnel not approved by HTE.

In the event of the failure of any hardware component or other third party product supplied under this Agreement to function or operate in conformance with specifications, HTE shall have no obligation for warranty beyond that of the hardware or other third party manufacturer or that specified in the Supplement(s).

For any hardware or third party products which HTE provides to Customer, HTE shall insure that Customer, rather than HTE, is listed as the original purchaser for purposes of the manufacturer's or third party vendor warranties.

VIII. PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

The Customer acknowledges that the Licensed Program(s), including the source code (if applicable), design specifications and associated documentation of the Licensed Program(s), (the "HTE Proprietary Information") constitute proprietary information and trade secrets of HTE and will remain the sole property of HTE. The Customer agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of the HTE Proprietary Information. The Customer shall hold in confidence the HTE Proprietary Information for its benefit and internal use only by its employees. HTE acknowledges and agrees that Customer may provide access to the HTE Proprietary Information to its auditors from CPA firms engaged by Customer; however, the parties agree that if Customer desires to provide HTE Proprietary Information to agents or representatives of Customer, Customer shall enter into a three-party agreement with HTE and the agent or representative. Said three party agreement shall be in substantially the form of the three party agreement attached hereto. The Customer further acknowledges that, in the event of a breach or threatened breach by the Customer of the provisions of this paragraph, HTE has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach. Notwithstanding anything in the foregoing to the contrary, if Customer is required by law to disclose HTE Proprietary Information, Customer shall not thereby be in breach of this Section VIII.

IX. WARRANTY

HTE warrants that for a period of ninety (90) days after acceptance, as provided for in Section VI, the HTE Licensed Program(s) listed in the Supplement(s) will perform in substantial compliance with the Reference Documentation (as provided on each individual Supplement) supplied by HTE, provided the Licensed Program(s) are used in the Proper Operating Environment. The current Proper Operating Environment is listed on Attachment 1 attached hereto and incorporated herein by this reference. HTE does not warrant that the functions contained in the Licensed Program(s) will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the ninety (90) day period after the completion of the Licensed Program testing described in Section VI. Any other utility or incidental software distributed by HTE (which software by definition does not include the Licensed Program(s)) will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. HTE shall be responsible only for the Licensed Program(s) and products as originally supplied and accepted by Customer, and for changes made to the Licensed Program(s) by HTE's authorized representatives. HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Program(s) made by the Customer or any other unauthorized party.

HTE warrants that it has the right to license the HTE Licensed Program(s) listed in the Supplement(s) and that the HTE Licensed Program(s) does not infringe any intellectual property of any third party. HTE agrees to indemnify Customer against expenses, including reasonable attorneys' fees, and liability arising from any claim of infringement related to HTE Licensed Program(s) provided HTE shall have the right to control the defense or settlement of any such claim. If use of the HTE Licensed Program(s) by the Customer is enjoined by any infringement proceeding, HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the HTE Licensed Program(s), or modify or replace the Licensed Program so that it is not infringing, or if that is not possible, HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to be infringing.

HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by HTE.

HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

X. COPY AND USE

Customer shall have the right to use the Licensed Program(s) in equipment or systems supplied or approved by HTE while this Agreement is in effect. Customer shall have the right to make copies of the Licensed Program(s) and the associated reference documentation for archival and/or backup purposes only. Any copies made by Customer shall be the property of HTE.

XI. LIMITATION OF LIABILITY AND REMEDIES

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, HTE shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any willful or negligent acts, or willful or negligent omissions of HTE, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will HTE be liable for any consequential damages, including lost profits, savings or procurement costs, even if HTE has been advised of their possibility.

Except for HTE's obligations to indemnify the Customer under infringement actions, as noted in Sections IX and XII of this Agreement, and claims for personal injury or damages to real or tangible personal property caused by HTE's negligence as noted above, HTE's liability for damages to the Customer for any cause whatsoever under this Agreement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Agreement for HTE Licensed Program(s) and services, not including any fees associated with HTE project management and related out-of-pocket expenses.

In situations involving performance or nonperformance of Licensed Program(s) furnished under this Agreement, the Customer's remedy is (1) the correction by HTE of Licensed Program defects, or (2) if, after repeated efforts, HTE is unable to make the Licensed Program(s) operate as warranted, the Customer shall be entitled to recover damages to the limits set forth in this section.

XII. PATENT AND COPYRIGHT INDEMNITY

HTE will, at its expense, defend the Customer against any claim that the HTE Licensed Program(s) supplied hereunder infringe a U. S. patent or copyright, trade secrets or other intellectual property, and HTE will pay all costs, damages and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Customer must:

- a. Give HTE prompt written notice of any such claim, and
- b. Allow HTE to control, and fully cooperate with HTE in the defense and all related settlement negotiations.

The Customer agrees to allow HTE, at HTE's option and expense, if such claim has occurred, to procure the right for the Customer to continue using the Licensed Program(s) or to replace or to modify them so that they become non-infringing, or provide replacement software. If neither of the foregoing alternatives is available on terms which are reasonable in HTE's judgment, upon written request, the Customer will return the Licensed Program(s) to HTE, and HTE shall refund to the Customer the license fee(s) paid under this Agreement for the particular Licensed Program(s) that is determined to /be infringing.

HTE shall have no obligation with respect to any such claim based upon the Customer's modification of the Licensed Program(s) or their combination, operation or use with data or programs not furnished by HTE or in other than the specified operating environment. This section states HTE's entire obligation to the Customer regarding infringement.

XIII. COPYRIGHT PROTECTION

The software and any written documentation associated therewith are protected under the Copyright Laws of the United States. HTE warrants and Customer acknowledges that HTE has the following exclusive rights with regard to the Licensed Program(s):

- a. To reproduce the Licensed Program(s) in any or all forms.
- b. To adapt, transform or rearrange the Licensed Program(s).
- c. To prepare other products derivative of the Licensed Program(s).
- d. To control the distribution of the Licensed Program(s).

Customer agrees not to violate any of HTE's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other notices in the Licensed Program(s) and written documentation.

XIV. MISCELLANEOUS AGREEMENT PROVISIONS

Applicable Law. This Agreement shall be governed by the laws of the State of Florida.

Binding Agreement. The parties signing this Agreement and any Supplement(s) to this Agreement for the respective parties warrant that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Supplement to the Agreement are a valid and binding obligation of the parties.

Assignment. This Agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of HTE, which consent may be withheld by HTE. HTE may assign its rights, title and interest by providing prior written notice to the Customer, provided the assignee agrees to be bound by all contract provisions.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and HTE.

Force Majeure. HTE is not responsible for failure to have fulfilled its obligations under this Agreement due to causes beyond its control. Such acts shall include but are not limited to acts of God, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, flood, hurricanes, communication line failures, power failures, earthquakes, or other disasters.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

Non-Hiring Statement. During the term of this Agreement, neither party may offer to hire or in any way employ or compensate any of the employees of the other party, nor shall a party entice or solicit an employee to leave the other party.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Non-Discrimination. During the performance on this Agreement, HTE agrees as follows: HTE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona-fide occupational qualification reasonably necessary to the normal operation of business. HTE agrees

to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. HTE agrees and fully supports and complies with the American Disabilities Act of 1990.

Quiet Enjoyment. Customer shall be entitled during the term of any Schedule A to this Agreement to use the Licensed Programs listed thereon without disturbance, subject only to Customer obligations under the terms of this Agreement and the applicable Schedule A. HTE represents that this Agreement is not subject or subordinate to any right of HTE's creditors.

Insurance. HTE shall maintain insurance during the life of this Agreement, and Customer must be listed as an additional insured on that insurance document (a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured on workers' compensation), in an amount and a form set forth below, to insure against risks which are identified herein.

Insurance	Standards	Comments
Workers' Compensation: Limits Additional Coverage: Special conditions	Coverage A – Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation 30 days notice of cancellation to Governmental Entity, waiver of subrogation in lieu of additional insured will suffice.	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers'; Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive Limits: Commercial General Liability (including Completed Operations and Contractual Liability) Special Conditions:	Combined Single Limit Bodily Injury and Property Damage \$1,000,000/occurrence; \$1,000,000/combined single limit. 30 days notice to Governmental Entity, Additional Insured, Waiver of Subrogation.	When the contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Limits: Business, Automobile Liability to include all automobiles. Additional Coverage: Special Conditions:	Auto Liability Bodily Injury: \$250,000 each person; \$500,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-owned, Hired Car 30 days notice of cancellation to Governmental Entity, Additional Insured, Waiver of Subrogation	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
Property Insurance Limits: Builders Risk Additional Coverage: Special Conditions:	Buildings – Completed value of contract "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy 30 days notice of cancellation to Governmental Entity, Additional Insured. Owner named as insured AIMA.	If the Contract requires handling or installation of owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.

	30 days notice of cancellation to Owner, Additional insured, waiver of subrogation	
Professional Liability Limits: (Errors and Omissions)	Coverage - \$1,000,000 minimum	
Special Conditions:	30 days notice of cancellation to Owner, Additional insured, waiver of subrogation.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by FS 440.57.

Accelerated Dispute Resolution. In the event of a dispute arising under this Agreement the objecting party shall notify the other, in writing, of the nature of the dispute, and the parties shall attempt to resolve the issue under dispute. If the dispute is not resolved within thirty (30) calendar days following written notification by either party, then the following procedures shall apply:

1. Each party shall appoint one person to act as impartial representative in an attempt to resolve the dispute. The appointed individuals shall be of sufficient knowledge and experience to understand and deal with the dispute. The set of four (4) individuals consisting of the City Project Manager for this project, HTE representative and the two (2) appointees is called a Dispute Resolution Group.
2. The Dispute Resolution Group shall convene no later than fourteen (14) calendar days following written notification of the existence of an unresolved dispute and shall meet for a minimum of four (4) four-hour sessions during the subsequent ten (10) working days in an attempt to resolve the dispute. All resolutions of disputes shall be reduced to writing and signed by the Customer's City Manager or his designee (City Project Manager) and HTE's Representative. Such resolutions shall constitute modifications to this Agreement and further shall constitute a binding agreement between the parties. However, any resolution, previous resolution, or aggregation increasing the total Agreement amounts by more than 10% will require the prior Customer approval.

Arbitration. It is hereby agreed between the parties that if resolution is not reached pursuant to the Accelerated Dispute Resolution procedures outlined above, then such dispute shall be submitted by the objecting party to arbitration in accordance with the provisions of the American Arbitration Association. Any such arbitration shall be conducted by a panel of three (3) arbitrators in a mutually agreeable location under the laws of the State of Florida. The parties shall endeavor to ensure that the arbitrators are knowledgeable in business information and data processing systems. One (1) arbitrator shall be chosen by each party involved, and the third arbitrator will be mutually agreed upon by both parties. If the parties cannot agree on the selection of a third arbitrator, the two (2) arbitrators previously chosen will select the third arbitrator. The decision and award of the arbitrators will be non-binding so that either party may then file an action in any court of competent jurisdiction. Any disputes submitted for arbitration must be submitted within two (2) years from the date of the occurrence or from the date on which the injured party learns of the occurrence, whichever is later.

Public Entity Crimes 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 or real property to a public entity, may not get 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.

Year 2000 Compliance

- a) HTE represents and warrants that the Licensed Program(s) is/are designed to be used prior to, during, and after the calendar year 2000 AD, which calendar year is a leap year, and that the Licensed Program(s) shall operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. Without limiting the generality of the foregoing, HTE further represents and warrants:
- That the Licensed Program(s) shall not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century;
 - That the Licensed Program(s) has been designed to ensure year 2000 compatible, including, but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, and date data interface values that reflect the century;
 - That the Licensed Program(s) includes "year 2000 capabilities". For the purposes of this Software License and Services Agreement, "year 2000 capabilities" means the Licensed Program(s):
 - shall manage and manipulate data involving dates, including single century formulas and multi-century formulas, and shall not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and
 - provides that all date-related user interface functionalities and data fields include the indication of century using the "fixed window" approach or four digit year; and
 - provides that all date-related data interface functionalities include the indication of century using the "fixed window" approach or four digit year.
- b) Term. The Year 2000 Compliance Warranty set forth herein shall begin as of the date of this Agreement and end of the date after January 1, 2001, subsequent to which the Licensed Program(s) have operated without a breach of the Year 2000 Compliance Warranty for a consecutive six (6) month period.
- c) Limitation on Use/Limitation on Liability. Customer shall not modify the Licensed Program(s) in any manner which would affect the performance of the Licensed Program(s) in such a manner as to cause it to fail to meet the Year 2000 Compliance Warranty set forth herein. There shall be no liability on the part of HTE for any failure of the Licensed Program(s) to conform to the Year 2000 Compliance Warranty to the extent that any such failure is attributable to a modification of the Licensed Program(s) by Customer.

Entire Agreement. This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of HTE.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

THE CITY OF PORT ORANGE

By: _____

Name: _____

Title _____

Date _____

H.T.E., INC.

By: _____

Name: _____

Title _____

BRIAN B. HEAFY
Vice President, H.T.E., Inc.

Date _____



Code	Customer	Contract #	Application	Qty
2171LG	Port Orange, FL	80321	NAVI - Customer Information Systems	1
2171LG	Port Orange, FL	80321	Naviline-Land/Parcel Management	1
2171LG	Port Orange, FL	80321	NAVI - Planning/Engineering	1
2171LG	Port Orange, FL	80321	NAVI-DMS - Document Management Services	1
2171LG	Port Orange, FL	2000369	Click2Gov CX	1
2171LG	Port Orange, FL	121047	Click2Gov - Planning/Engineering	1
2171LG	Port Orange, FL	2000369	Click2Gov Core Module Embedded	1
2171LG	Port Orange, FL	121047	Click 2 Gov - Business Licenses	1
2171LG	Port Orange, FL	2000369	Click2Gov BP	1
2171LG	Port Orange, FL	10790	Click2Gov Test Server	1
2171LG	Port Orange, FL	80321	NAVI-Building Permits	1
2171LG	Port Orange, FL	80321	NAVI - Business Licenses	1
2171LG	Port Orange, FL	80321	NAVI-Code Enforcement	1
2171LG	Port Orange, FL	80321	NAVI - Cash Receipts	1
2171LG	Port Orange, FL	120638	Work Orders/Facilities Management	1
Total				

Code	Customer	Contract #	Application	Qty
2171LG	Port Orange, FL	Q-00013099	NaviLine User Interface	1

Code	Customer	Contract #	Application	Qty
2171LG	Port Orange, FL	130772	MaxAva HA Enterprise P10 oneway	1
2171LG	Port Orange, FL	130772	MaxAva HA Enterprise P10 oneway	1
Total				

Code	Customer	Contract #	Application	Qty
2171LG	Port Orange, FL	110321	SunGard Transaction Manager	1

Code	Customer	Contract #	Application	Qty
2171LG	Port Orange, FL	80321	NAVI - GMBA w/Extended Reporting	1
2171LG	Port Orange, FL	80321	Naviline - Asset Management I	1
2171LG	Port Orange, FL	80321	NAVI-Accounts Receivable	1
2171LG	Port Orange, FL	80321	NAVI-PURCHASING INVENTORY	1
2171LG	Port Orange, FL	80321	NAVI-Payroll/Personnel	1
2171LG	Port Orange, FL	90549	Bar Code Interface for Financials (QF) - Quatred Public Administration	1
2171LG	Port Orange, FL	70834	Time Keeping Interface - TC	1
Total				

9/5/19 Prepared by JB
9/5/19 Sent to Robert Holt

Notes: A 10% estimated increase will be applied to the annual maintenance for 2020.

These applications will be cancelled effective 3/31/20.

Please note the above fees provided are an estimate only and that rounding issues do occur so actual fees invoiced could be slightly different.



10/1/19-9/30/20	10/1/20-9/30/21
\$ 16,902.50	\$ 18,592.75
\$ 3,961.11	\$ 4,357.23
\$ 6,257.80	\$ 6,883.58
\$ 1,277.36	\$ 1,405.09
\$ 3,728.88	\$ 4,101.76
\$ 1,556.97	\$ 1,712.67
\$ 1,541.87	\$ 1,696.06
\$ 1,257.32	\$ 1,383.05
\$ 3,419.21	\$ 3,761.13
\$ 1,099.75	\$ 1,209.72
\$ 8,799.62	\$ 9,679.58
\$ 3,825.64	\$ 4,208.21
\$ 3,825.64	\$ 4,208.21
\$ 3,812.74	\$ 4,194.01
\$ 7,267.25	\$ 7,993.97
\$ 68,533.67	\$ 75,387.03

6/1/20-5/31/21
\$ -

8/1/19-7/31/20	8/1/20-7/31/21
\$ 2,628.19	\$ 2,891.01
\$ 2,382.57	\$ 2,620.83
\$ 5,010.76	\$ 5,511.84

TBD
\$ -

	Invoice 6 Mos.
10/1/19-9/30/20	10/1/19-3/31/20
\$ 14,992.91	\$ 7,496.45
\$ 3,612.75	\$ 1,806.37
\$ 5,303.01	\$ 2,651.51
\$ 8,238.35	\$ 4,119.18
\$ 6,257.80	\$ 3,128.90
\$ 2,786.98	\$ 1,393.49
\$ 851.58	\$ 425.79
\$ 42,043.39	\$ 21,021.69



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B8) Approval of Major Special Event Request – Lighthouse Loop Half Marathon & 5K at the access road to Our Deck Down Under at 78 E. Dunlawton Avenue and Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the Lighthouse Loop Half Marathon & 5K, subject to the attached conditions.

SUMMARY: The applicant, Donald Stoner, Race Director for West Volusia Runners Club, is requesting a repeat special event, for the 8th Annual Lighthouse Loop Half Marathon & 5K. The proposed hours of the event are from 5:00 a.m. until 12:00 p.m. on Saturday, October 26, 2019. The event is to raise money for ten (10) Volusia County High School athletic programs. The Lighthouse Loop Half Marathon race takes place in Port Orange, Daytona Beach Shores, unincorporated Volusia County and Ponce Inlet.

City staff met with the applicant and Law Enforcement personnel from Daytona Beach Shores, Volusia County, and Ponce Inlet to review the race route and approval process for the proposed event. The applicant has received and provided staff the approvals from Daytona Beach Shores, Volusia County, and Ponce Inlet since portions of the Half Marathon will go through those jurisdictions. The applicant has also worked with the Port Orange Police Department to ensure the safety of the course and to provide a safer event for all involved.

Prior to the start of the race the DJ will begin music at 6:30 am and conclude at 7:10 a.m., after the runners leave the start line. The half marathon begins on the access road to Dunlawton Avenue near the Deck Down Under, 78 Dunlawton Avenue, at 7:00 a.m. Runners then head east on Dunlawton Avenue and turn south onto A1A. Running in the southbound lane the runners follow A1A all the way to Lighthouse Point Park. Runners, then return north on Peninsula Drive and Cardinal Boulevard to Dunlawton Avenue heading west in the eastbound lane over the Dunlawton bridge. Runners would turn south onto Halifax Drive and finish in the parking lot located at La Cantina Cocina Mexicana, 4085 Ridgewood Avenue.

The 5k course will begin at 8:00 a.m., on Halifax Drive, on the south side of Dunlawton Avenue near the parking lot located at 4085 Ridgewood Avenue. Runners will head south on Halifax Drive for approximately 1.5 miles to the turnaround point at Niver Street. They will then head back north to the finish line located at La Cantina Cocina Mexicana, 4085 Ridgewood Avenue.

After the completion of the races, there will be an awards ceremony, held at La Cantina Cocina Mexicana, 4085 Ridgewood Avenue. The ceremony will have designated areas for refreshments, a live DJ, and sponsor exhibit tents. Parking for the event will be in the City's lot across from Aunt Catfish's, and the lots utilized by Aunt Catfish's and La Cantina Cocina Mexicana, 4085 Ridgewood Avenue. Restrooms will be available inside Aunt Catfish's and provided by the applicant. Clean up for the race and ceremony will occur immediately after.

The proposed event has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The event director has received cost estimates from the Police and Public Works departments for staff overtime and equipment (barricades, lights, etc.) to assist the event with traffic control and safety issues.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Staff Recommendations 2019-Lighthouse Loop	Staff Recommendations 2019-Lighthouse Loop.pdf
2.	Email from Daytona Beach Shores	Email from Daytona Beach Shores.pdf
3.	Email from Ponce Inlet	Email from Ponce Inlet.pdf
4.	Race Map	Race Map.pdf

Briana Conlan-King	Created/Initiated - 9/12/2019
Tim Burman	Approved - 9/12/2019
Thomas Grimaldi	Approved - 9/13/2019
Ronny Buttrum	Approved - 9/16/2019
Jake Johansson	Approved - 9/16/2019
Robin Fenwick	Final Approval - 9/17/2019

RECOMMENDATION:

Staff recommends approval of the 2019 Lighthouse Loop Half Marathon & 5K subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 19-2.**
4. Hours of the event shall be from 5:00 a.m. until 12:00 p.m.
5. A \$250 surety bond is required as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances.
6. Access shall be maintained for all emergency vehicles.
7. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
8. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
9. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
10. All trash and debris generated along the route, along with any trash and debris at any of the event sites (e.g. Down Under Area, Aunt Catfish Restaurant, La Cocina Mexicana Restaurant, etc.) must be picked up and disposed of at the conclusion of the race.
11. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).
12. All public restroom facilities must remain open to the public.

Schmotzer, Melanie

From: Schwab, Cheri <cschwab@cityofdbb.org>
Sent: Wednesday, August 21, 2019 11:47 AM
To: Conlan-King, Briana
Subject: [EXT] 2019 lighthouse loop race

Good afternoon

At the August 13th city council meeting, the Council unanimously approved the race for this year. Our Public Safety officers and Public Works will be assisting as in years past.

Thank you
Cheri Schwab
City Clerk

Get [Outlook for iOS](#)

Schmotzer, Melanie

From: Zengotita, Amy <azengotita@ponce-inlet.org>
Sent: Tuesday, August 20, 2019 10:37 AM
To: Conlan-King, Briana
Cc: don@runnershighracing.com
Subject: [EXT] Lighthouse Loop

Good Morning Briana,

The Lighthouse Loop Event has been approved by all Departments and by the Town Manager.

Thank you!
Amy

Amy Zengotita, CPRP
Cultural Services Manager
Town of Ponce Inlet
4300 South Atlantic Avenue
Ponce Inlet, FL 32127
(386) 236-2163
azengotita@ponce-inlet.org
www.ponce-inlet.org

Ponce Inlet Historical Museum
143 Beach Street

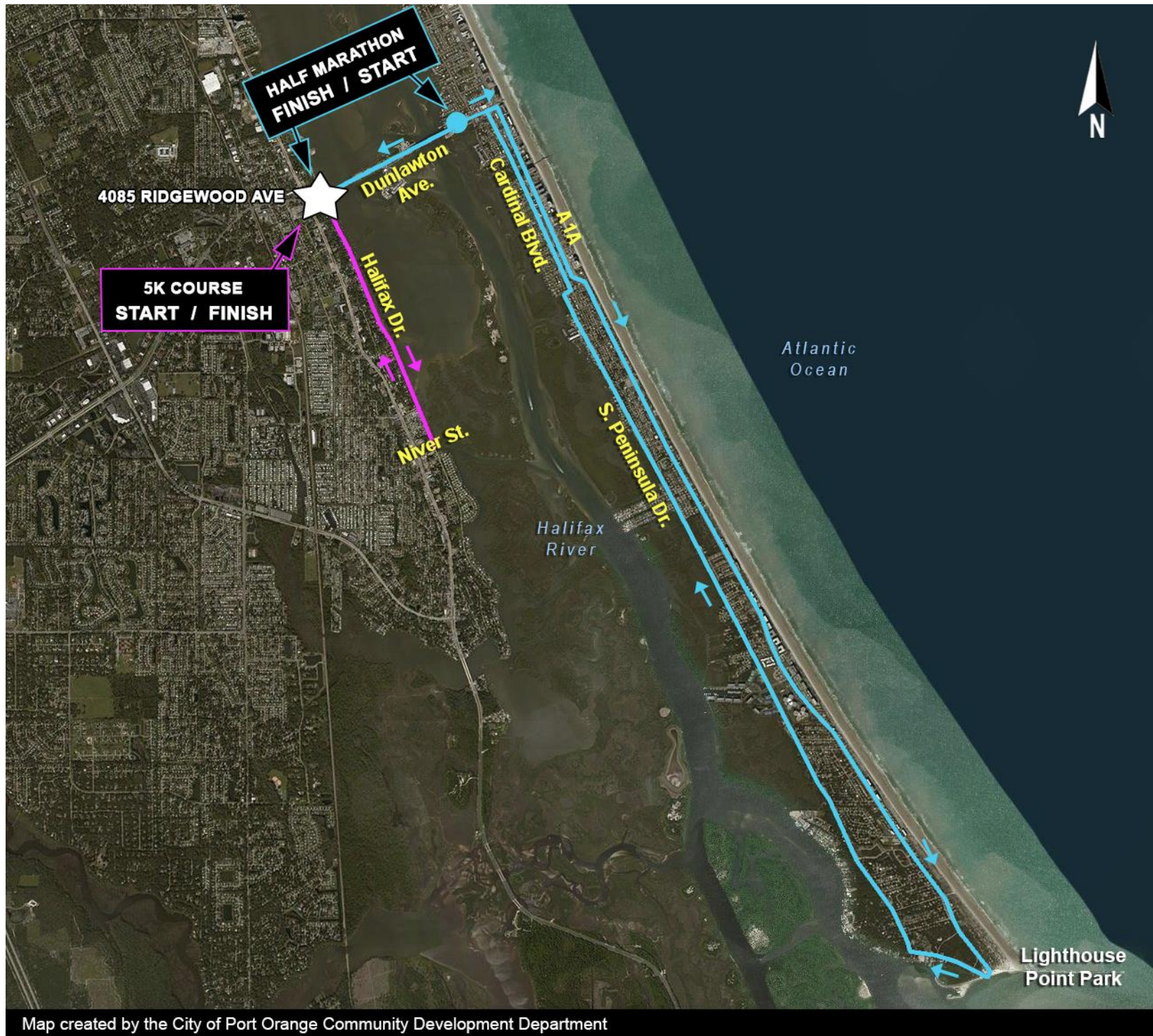


"In the end, our society will be defined not only by what we create, but by what we refuse to destroy."

The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar.

* * *

PLEASE NOTE: Please do not send any personal e-mail to this address. Florida has very broad public records laws. Most written communication to or from Town of Ponce Inlet officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B9) Approval of Major Special Event Request - Biketoberfest: First Turn Steakhouse & Lounge - 5236, 5204 & 5164 S. Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the four (4) day Special Event request for The First Turn Steakhouse & Lounge located at 5236, 5204 and 5164 South Ridgewood Avenue subject to the attached conditions.

SUMMARY: Rick Hilliard, owner of The First Turn Steakhouse & Lounge, requests approval of a Special Event to be held during Biketoberfest 2019. The proposed event is planned for a four (4) day period from Thursday, October 17, through Sunday, October 20, 2019. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m., daily with outside music ending at 10:00 p.m. The dates of Biketoberfest as recognized by the Daytona Regional Chamber of Commerce are Thursday, October 17, 2019, through Sunday, October 20, 2019.

Normal operations of The First Turn Steakhouse & Lounge will continue. Twelve (12) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Biketoberfest 2019, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Port-o-let facilities are proposed for the event, along with security.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The First Turn Steakhouse & Lounge shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner has received cost estimates from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues within the City of Port Orange. According to Code Enforcement, there are no code violations existing on any of the proposed sites at this time.

The First Turn Steakhouse & Lounge has requested that the surety bond be waived due to past good performance in clean-up after previous events. City Council has **not** waived the surety bond for these events in recent years. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Staff Recommendation Conditions	Staff recommendations.pdf
2.	First Turn Location Map	First Turn Location Map.pdf

Briana Conlan-King	Created/Initiated - 9/12/2019
Tim Burman	Approved - 9/12/2019
Thomas Grimaldi	Approved - 9/13/2019
Ronny Buttrum	Approved - 9/16/2019
Jake Johansson	Approved - 9/16/2019
Robin Fenwick	Final Approval - 9/17/2019

RECOMENDATION:

Staff recommends approval of The First Turn Steakhouse & Lounge Special Event request, subject to the following conditions:

- 1. Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
- 2. Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
- 3. Rates for this event for staff time and equipment are per Resolution 19-2.**
4. The First Turn Steakhouse & Lounge shall be responsible Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
5. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. with outside music ending at 10:00 pm. The First Turn Steakhouse & Lounge also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. 5204 and 5164 Ridgewood Avenue are not incorporated in the alcoholic beverages license for The First Turn Steakhouse & Lounge. These properties are only used for additional parking. Signs stating, "No Alcoholic Beverages Beyond This Point" shall be placed between 5204 and 5236 Ridgewood Avenue.
7. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
8. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
10. A copy of The First Turn Steakhouse & Lounge's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
11. The First Turn Steakhouse & Lounge shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The First Turn Steakhouse & Lounge must screen all participating vendors to ensure compliance with but not limited to the following:

- a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.
 - b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
12. 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.
13. If any outdoor lighting or other structural features are to be installed in association with this event, The First Turn Steakhouse & Lounge shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
14. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
15. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
16. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The First Turn Steakhouse & Lounge to maintain access for emergency vehicles.
17. The First Turn Steakhouse & Lounge shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
18. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
19. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.

20. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The First Turn Steakhouse & Lounge at the rate of \$40.00 per hour with a minimum of three hours.
21. The First Turn Steakhouse & Lounge shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The First Turn Steakhouse & Lounge and the Police Department and paid to the City prior to issuance of the permit.
22. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
23. A temporary sign permit shall be required for the one (1) banner permitted for this event.
24. No trees shall be removed, and care shall be taken to protect landscaped areas.
25. The First Turn Steakhouse & Lounge shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
26. Repair of any disturbance of public right-of-way shall be the sole responsibility of The First Turn Steakhouse & Lounge.
27. It is The First Turn Steakhouse & Lounges' responsibility to contact Code Enforcement for an inspection of debris removal within 48 hours after the event.
28. No more than the requested twelve (12) vendors shall be on this site.
29. The First Turn Steakhouse & Lounge shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
30. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.
31. The \$250.00 surety bond must be paid in full before issuance of permit.





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (B10) Approval of Major Special Event Request – Biketoberfest: The Last Resort Bar – 5812 and 5730 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the five (5) day Special Event request for The Last Resort Bar located at 5812 and 5730 South Ridgewood Avenue subject to the attached conditions.

SUMMARY: Al Bulling, owner of The Last Resort Bar, requests approval of a Special Event to be held during Biketoberfest 2019. The proposed event is planned for a five (5) day period from Wednesday, October 16, 2019, through Sunday October 20, 2019. The proposed hours for the event are from 10:00 a.m. until 2:00 a.m., daily with outside music ending at 10:00 p.m. The applicant is requesting a time extension for outside music on the Friday, October 18, 2019 and Saturday, October 19, 2019 nights of the event. If the Council grants the time extension, outside music would cease at 11:00 p.m. City Council has not approved the extra hour extension for past events, and the attached conditions do not permit the extra hour.

In addition, Mr. Bulling is requesting one (1) additional day Wednesday, October 16, 2019 before the start of the regionally recognized dates for Biketoberfest 2019. If the Council grants the day extension, the event would begin on Wednesday, October 16th. City Council has approved extra days outside the regionally recognized dates for past events, and the attached conditions do permit the extra day. The dates of Biketoberfest as recognized by the Daytona Regional Chamber of Commerce are Thursday, October 17, 2019, through Sunday October 20, 2019.

Normal operations of The Last Resort will continue. The outdoor activities for this event, intended to target the crowd attending Biketoberfest 2019, include music daily, and a bike show on Saturday October 19, from 12pm-5:00pm. Additional event parking will be provided by The First Baptist Church of Harbor Oaks, located at 5730 S. Ridgewood Avenue. Port-o-let facilities along with security will also be provided. According to the applicant there will not be any vendors at this event

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Last Resort Bar shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will

be taken into account before permitting future events. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner has received cost estimates from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

The Last Resort Bar has requested that the surety bond be waived due to past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in recent years. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Staff Recommendations 2019-Last Resort Biketoberfest	Staff Recommendations 2019-Last Resort Biketoberfest.pdf
2.	Last Resort Bar Location Map	Last Resort Bar Location Map.pdf

Briana Conlan-King	Created/Initiated - 9/12/2019
Tim Burman	Approved - 9/12/2019
Thomas Grimaldi	Approved - 9/13/2019
Ronny Buttrum	Approved - 9/16/2019
Jake Johansson	Approved - 9/16/2019
Robin Fenwick	Final Approval - 9/17/2019

RECOMMENDATION:

Staff recommends approval of The Last Resort Bar Special Event request, subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 19-2.**
4. The Last Resort Bar shall be responsible for coordination with Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
5. Hours for the event shall be from 10:00 a.m. to 2:00 a.m. The Last Resort Bar shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances*.
6. All outdoor music shall cease by 10:00 p.m. The Last Resort Bar shall place speakers for amplified music away from residential areas.
7. The \$250.00 surety bond must be paid in full before issuance of permit.
8. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
10. A copy of The Last Resort Bar's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
11. 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.
12. If any outdoor lighting or other structural features are to be installed in association with this event, The Last Resort Bar shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.

13. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
14. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
15. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The Last Resort Bar to maintain access for emergency vehicles.
16. The Last Resort Bar shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of Florida Building Code (FBC) as required per Section 213.2 FBC for handicapped-accessible facilities.*
17. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
18. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
19. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The Last Resort Bar at the rate of \$40.00 per hour with a minimum of three hours.
20. The Last Resort Bar shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The Last Resort Bar and the Police Department and paid to the City prior to issuance of the permit.
21. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
22. A temporary sign permit shall be required for the one (1) banner permitted for this event.
23. No trees shall be removed, and care shall be taken to protect landscaped areas.
24. The Last Resort Bar shall contact the Community Development Department, (386) 506-5602, to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
25. Repair of any disturbance of public right-of-way shall be the sole responsibility of The Last Resort Bar.

26. It is The Last Resorts Bar's responsibility to contact Code Enforcement, (386) 506-5604 for an inspection of debris removal within 48 hours after the event.
27. No vendors shall be on this site.
28. The Last Resort Bar shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
29. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.



Subject Property

**Last Resort
Bar**

S. Ridgewood Ave.

Bayshore Dr. E.

Riverside Dr.

Nova Rd.





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/1/2019

Consent item: Yes

SUBJECT: (C11) Police Department Recognition Awards

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Present awards to selected employees from the Police Department and one Citizen Commendation.

SUMMARY: The Police Department would like to present two Awards of Achievement to selected employees and one Citizen Commendation.

Award of Achievement - Officer Darren Starling - A citizen was choking at a local restaurant and Officer Starling performed the Heimlich maneuver and dislodged the food stuck in the citizen's throat which resulted in saving the citizen's life.

Award of Achievement - Officer Jarrad Alevisatos - A citizen was in the median of Dunlawton Avenue waving his arms and yelling at passing vehicles. The male did not follow Officer Alevisatos' command and began to walk in the roadway. Officer Alevisatos pulled the male out of the road and oncoming traffic saving the man's life.

Citizen Commendation - Shawn Albritton - While in a local convenience store, Mr. Albritton observed a male subject stealing a 24 pack of beer and the clerk was yelling at him to stop. Mr. Albritton contacted the subject and walked him back in the store. Police were called and arrested the subject for felony retail theft due to the multiple previous convictions for theft.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

Robin Fenwick
Thomas Grimaldi
Jake Johansson
Robin Fenwick

Created/Initiated - 9/20/2019
Approved - 9/23/2019
Approved - 9/23/2019
Final Approval - 9/23/2019



September 20th, 2019

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for August 2019 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING August 2019								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 33,638	\$ 42,102	\$ (8,464)		\$ 631,706	\$ 671,983	\$ 621,291	\$ (40,277)
Cart Fees	\$ 25,150	\$ 37,742	\$ (12,592)		\$ 402,359	\$ 441,148	\$ 421,137	\$ (38,789)
Range	\$ 1,782	\$ 2,900	\$ (1,118)		\$ 31,881	\$ 38,200	\$ 33,004	\$ (6,319)
Pro- Shop Revenues	\$ 6,768	\$ 4,870	\$ 1,898		\$ 79,878	\$ 74,871	\$ 78,596	\$ 5,007
City Surcharge R/R	\$ 2,127	\$ 2,700	\$ (573)		\$ 33,386	\$ 37,200	\$ 34,538	\$ (3,814)
Total Revenue	\$ 69,465	\$ 90,314	\$ (20,849)		\$ 1,179,210	\$ 1,263,402	\$ 1,188,566	\$ (84,192)
Cost of Sales	\$ 2,729	\$ 2,640	\$ 89		\$ 39,446	\$ 37,800	\$ 38,742	\$ 1,646
Merchandise	\$ 2,729	\$ 2,640	\$ 89	60%	\$ 39,446	\$ 37,800	\$ 38,742	\$ 1,646 62%
Gross Margin	\$ 66,736	\$ 87,674	\$ (20,938)		\$ 1,139,764	\$ 1,225,602	\$ 1,149,824	\$ (85,838)
Total Payroll	\$ 64,284	\$ 64,694	\$ (410)		\$ 599,263	\$ 703,418	\$ 568,506	\$ (104,155)
Total Operating Expenses	\$ 46,676	\$ 51,731	\$ (5,055)		\$ 498,432	\$ 552,258	\$ 475,019	\$ (53,826)
EBITDA	\$ (44,223)	\$ (28,752)	\$ (15,471)		\$ 42,089	\$ (30,075)	\$ 106,299	\$ 72,164
Other Expenses	\$ 6,040	\$ 5,979	\$ 61		\$ 66,335	\$ 65,674	\$ 65,053	\$ 661
Management Fee	\$ 5,944	\$ 5,884	\$ 60		\$ 65,380	\$ 64,724	\$ 64,098	\$ 656
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 95	\$ 1		\$ 955	\$ 950	\$ 955	\$ 5
Net Cash From Ops	\$ (50,263)	\$ (34,731)	\$ (15,532)		\$ (24,246)	\$ (95,749)	\$ 41,246	\$ 71,503
Rounds								
Total Rounds	2,851	3,863	(1,012)		41,389	44,682	42,199	(3,293)
Paid Rounds	2,343	3,107	(764)		34,564	35,287	33,367	(723)
Avg. GF/CF Total rounds	\$20.62	\$20.67	\$ (0.05)		\$24.98	\$24.91	\$24.70	\$ 0.07
Avg. GF/CF Paid rounds	\$25.09	\$25.70	\$ (0.61)		\$29.92	\$31.55	\$31.24	\$ (1.63)
Avg. Merchandise/round	\$2.37	\$1.26	\$ 1.11		\$1.93	\$1.68	\$1.86	\$ 0.25

Overview:

- Overall golf revenues for August finished lower than the projected budget for the month due to a combination of triple digit heat indexes and heavy amounts of afternoon thundershowers. The range revenues were lower than budgeted & Pro Shop revenues were higher than budgeted. There was a reduction in rounds played due to the aerification process performed on the greens and tee boxes in August. This process is necessary for the health of the turf; however players do not like to play on top dressed sanded greens.
- Total payroll for the month was equal to the projected budgeted amount.
- Our operating expenses finished lower to the budgeted amount.
- The month of August is the eleventh month in our fiscal year 2018-2019. YTD revenues were lower than projected, the range was slightly lower & the Pro Shop revenues were slightly higher than the amount budgeted. The payroll and operating expenses are both lower than the projected budgeted amounts.

R&R Projects:

- There were no projects for the month of August 2019.

Tee Sheet Activity:

- There were 2,851 total rounds for the month which included 2,343 paid rounds, 238 Annual with Cypress Pass member rounds and 270 other rounds. The round type for the month included 1,914 eighteen hole rounds and 697 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.

August 2019 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2343	3107	1892	34564	33367
Annual	238	584	454	4266	6472
Other rounds	270	172	180	2559	2360
Total Rounds	2851	3863	2526	41369	42199

Departmental Summaries:**Course & Grounds/Range**

- Ken Cascadden, our new superintendent, continues to evaluate all areas of the maintenance department and has developed an agronomic program to increase fertilization and herbicide application to control weed growth. We performed an aerification on the tees and greens in August which will improve the health of the turf as we head into the fall season.
- One of Ken's priorities has been to evaluate the current irrigation system which has been troublesome due to the age of the system. We have seen an increase in repair costs related to joint connections, sprinkler heads and satellite control boxes.

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 Antigua, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead merchandise and St Andrews products. There was \$160.00 in gift card sales purchased for the month with \$6,768.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.
- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. We are participating in a KemperSports initiative for Player development. This program includes complimentary lessons, junior programs, Golf get Ready programs and complimentary golf and range for all juniors.
- The MGA and the WGA are continuing their league play. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf and return to the clubhouse for their dinner and cocktails. Our weekly seasonal golf leagues continue to be active.

Marketing and Sales:

- 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 approximately 10,500 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.

- We continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.

Mindshare Reviews and Comments:

Report run: 9/10/2019 7:51 AM MDT
Data current as of: 9/10/2019 7:44 AM MDT

REPORT CRITERIA	
Date of Survey	8/1/19 - 8/31/19
Select level:	Cypress Head Golf Club

Number of Surveys: 13

#	Zip Code	Date Golled	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Recommend Rating	NPS	Overall Rating w/o F&B
Totals					8.7	9.5	7.8	8.8	69.2	8.7
Cypress Head Golf Club					8.7	9.5	7.8	8.8	69.2	8.7
Golf					8.7	9.5	7.8	8.8	69.2	8.7

- There were over 300 questionnaires mailed out to players during the month of August 2019. The overall rating for the golf course received an 8.7 with a course rating of 7.8 and our service rating is at 9.5.
- 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.



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 is dedicated to serving the needs of our community and continues in providing the best in class service for all of our guests throughout the season.
- The Cypress Pass will be available for the 2020 season beginning September 1st.
- Due to the success of the junior program, we will be continuing to offer complimentary junior rounds with paid adult on Saturdays and Sundays throughout the upcoming school year.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 2019

	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	55,842	1,042,428	1,111,456	94%	58,039	1,032,844	1,193,457	87%
Merchandise	3,941	64,463	68,906	94%	4,492	63,638	66,700	95%
Other Pro Shop	300	14,133	15,010	94%	2,276	16,260	12,341	132%
Range	1,606	33,004	34,886	95%	1,782	31,881	41,000	78%
Food and Beverage	0	121,455	121,455	100%	0	0	0	
Other Operating Revenues	2,000	34,538	36,815	94%	2,127	33,386	39,300	85%
Other G&A Income	0	0	0		749	1,221	0	
TOTAL REVENUE	63,690	1,310,021	1,388,528	94%	69,465	1,179,230	1,352,798	87%
COST OF SALES								
Merchandise	2,315	38,742	41,273	94%	2,729	39,446	40,020	99%
Food & Beverage	0	55,573	55,573	100%	0	0	0	
TOTAL COGS	2,315	94,315	96,846	97%	2,729	39,446	40,020	99%
COGS - Merchandise %	58.7%	60.1%	59.9%	100.3%	60.7%	62.0%	60.0%	103.3%
COGS - Food %		45.8%	45.8%	100.0%				
PAYROLL								
Course and Grounds	24,814	261,848	286,413	91%	32,073	278,123	410,798	68%
Carts, Range, Starters, Etc.	6,132	79,511	86,159	92%	7,107	83,693	95,625	88%
Pro Shop	4,465	51,412	56,997	90%	5,464	54,220	60,916	89%
Food and Beverage	0	81,967	81,967	100%	0	0	0	
General and Administrative	12,027	128,604	138,756	93%	15,084	134,337	148,394	91%
Marketing	4,144	47,132	51,006	92%	4,556	48,889	51,051	96%
TOTAL PAYROLL	51,583	650,473	701,298	93%	64,284	599,263	766,784	78%
OPERATING EXPENSES								
Course and Grounds	23,310	183,527	208,057	88%	22,823	200,017	260,225	77%
Carts, Range, Starters, Etc.	6,162	75,580	82,037	92%	7,159	83,991	80,417	104%
Pro Shop	0	6,324	6,359	99%	491	7,282	6,900	106%
Food and Beverage	0	17,884	17,884	100%	0	0	0	
General and Administrative	13,717	191,391	208,210	92%	16,535	192,337	226,888	85%
Marketing	1,526	18,197	20,064	91%	(332)	14,806	25,200	59%
TOTAL OPERATING EXPENSES	44,715	492,903	542,612	91%	46,676	498,432	599,630	83%
TOTAL EXPENSES	98,613	1,237,691	1,340,755	92%	113,689	1,137,141	1,406,434	81%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,827)	(69,240)	(75,067)	92%	(5,944)	(65,380)	(70,608)	93%
Depreciation & Amortization	(96)	(1,051)	(1,146)	92%	(96)	(1,051)	(1,140)	92%
TOTAL OTHER INCOME (EXPENSE)	(5,923)	(70,291)	(76,213)	92%	(6,039)	(66,431)	(71,748)	93%
NET INCOME	(40,846)	2,040	(28,441)	-7%	(50,263)	(24,342)	(125,384)	19%
Paid Rounds	1,892	33,367	35,583	17%	2,343	34,564	38,434	90%
Annual Pass Rounds	454	6,472	6,899	16%	238	4,266	8,541	50%
Other Rounds	180	2,360	2,590	17%	270	2,559	1,594	161%
Total Rounds	2,526	42,199	45,072	16%	2,851	41,389	48,569	85%
Revenue/Paid Rounds	34	39	39.02	106%	30	34	35	97%
Revenue/Total Rounds	25	31	30.81	106%	24	28	28	102%

**The Golf Club at Cypress Head
Course Cash Flow Report
August 31, 2019**

	<u>August</u>	<u>YTD</u>
EBITDA	(\$44,223.34)	\$42,088.73
Management Fee Expense	(5,943.66)	(65,380.26)
Depreciation & Amortization	<u>(95.53)</u>	<u>(1,050.83)</u>
Net Income	(50,262.53)	(24,342.36)
Working Capital Changes		
Inventory	2,618.76	(1,595.86)
Receivables	(179,272.95)	(72,275.70)
Payables	12,975.26	(120.76)
Due to from the City	(9.43)	540.10
Prepays	(2,472.08)	603.79
Accrued Liabilities	14,195.24	14,066.10
Other Liabilities	153,117.50	(31,285.07)
Depreciation & Amortization	<u>95.53</u>	<u>1,050.83</u>
Operating Cash Flow	(49,014.70)	(113,358.93)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(49,014.70)</u>	<u>(113,358.93)</u>
Beginning Cash	81,530.72	145,874.95
Net Cash Flows	<u>(49,014.70)</u>	<u>(113,358.93)</u>
Ending Cash	<u>32,516.02</u>	<u>32,516.02</u>

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2019

	<u>08/31/19</u>	<u>09/30/18</u>	<u>08/31/18</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	(16,183)	113,142	66,962
Cash - Payroll	47,349	31,383	31,921
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	595
Total Cash	<u>32,516</u>	<u>145,875</u>	<u>100,327</u>
Accounts Receivable			
A/R Member	180,161	107,885	217,859
Total Accounts Recievable	<u>180,161</u>	<u>107,885</u>	<u>217,859</u>
Other Current Assets			
Inventory - Merchandise	18,163	16,567	15,007
Prepaid Insurance	17,610	20,601	16,017
Prepaid Exp - Other	13,356	10,969	10,862
Total Other Current Assets	<u>49,129</u>	<u>48,137</u>	<u>41,887</u>
TOTAL CURRENT ASSETS	<u>261,806</u>	<u>301,897</u>	<u>360,073</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	(27,580)	(26,529)	(26,434)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>8,568</u>	<u>9,619</u>	<u>9,714</u>
TOTAL ASSETS	<u><u>270,374</u></u>	<u><u>311,516</u></u>	<u><u>369,787</u></u>

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2019

	<u>08/31/19</u>	<u>09/30/18</u>	<u>08/31/18</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	29,343	29,464	22,917
Accts Pay - Other	22,595	22,055	22,056
Accrued Expenses	702	480	3,337
Accrued Payroll	32,776	29,420	24,989
Accrued Taxes	13,964	3,477	17,189
Deferred Revenue	223,778	255,063	277,261
TOTAL CURRENT LIABILITIES	<u>323,158</u>	<u>339,958</u>	<u>367,749</u>
 TOTAL LIABILITIES	 <u>323,158</u>	 <u>339,958</u>	 <u>367,749</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	(52,784)	(28,442)	2,038
Net Retained Earnings	(52,784)	(28,442)	2,038
Stockholders Equity	(52,784)	(28,442)	2,038
TOTAL STOCKHOLDER'S EQUITY	<u>(52,784)</u>	<u>(28,442)</u>	<u>2,038</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>270,374</u>	 <u>311,516</u>	 <u>369,787</u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended August 31, 2019

	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	(7,009)	1,237	(1,126)	27,742	45,702	50,223	17,578	(10,108)	(18,260)	(19,666)	(44,223)	0	42,089
Management Fee Expense	(5,944)	(5,944)	(5,944)	(5,944)	(5,944)	(5,944)	(5,944)	(5,944)	(5,944)	(5,944)	(5,944)	0	(65,380)
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	(1,051)
Net Income	(13,049)	(4,803)	(7,165)	21,702	39,663	44,184	11,539	(16,147)	(24,299)	(25,705)	(50,263)	0	(24,342)
Working Capital Changes													
Inventory	(1,972)	(2,275)	1,518	508	(6,555)	3,032	769	260	(1,542)	2,043	2,619	0	(1,596)
Receivables	103,675	3,367	514	(151)	(1,248)	(1,295)	2,167	(1,882)	(10,648)	12,478	(179,273)	0	(72,276)
Prepaid Expenses	4,583	4,583	(2,761)	11,811	(9,259)	(1,254)	4,300	3,378	4,231	(16,514)	(2,472)	0	604
Payables	(3,400)	(445)	(12,756)	6,152	28,315	(11,453)	16,121	(10,975)	(2,555)	(22,100)	12,975	0	(121)
Due to from the City	909	(12)	(135)	170	(3)	(314)	163	(7)	(227)	6	(9)	0	540
Accrued Expenses	6,055	(15,461)	3,650	7,260	1,545	3,744	2,604	(17,931)	3,282	5,124	14,195	0	14,066
Deferred Revenues	(62,311)	(5,093)	(13,297)	(15,438)	(14,657)	(14,274)	(14,145)	(19,005)	(13,482)	(12,701)	153,118	0	(31,285)
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	96	0	1,051
Operating Cash Flow	34,586	(20,023)	(30,338)	32,110	37,896	22,465	23,692	(62,213)	(45,143)	(57,375)	(49,015)	0	(113,359)
Investing Activities													
Financing Activities													
Net Cash Flows	34,586	(20,023)	(30,338)	32,110	37,896	22,465	23,692	(62,213)	(45,143)	(57,375)	(49,015)	0	(113,359)
Beginning Cash	145,875	180,461	160,438	130,100	162,210	200,106	222,570	246,263	184,050	138,906	81,531	32,516	1,885,024
Net Cash Flows	34,586	(20,023)	(30,338)	32,110	37,896	22,465	23,692	(62,213)	(45,143)	(57,375)	(49,015)	0	(113,359)
Ending Cash	180,461	160,438	130,100	162,210	200,106	222,570	246,263	184,050	138,906	81,531	32,516	32,516	1,771,665

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2019

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												
32,889	42,102	78%	31,589	104%	Green Fees	630,485	671,983	94%	621,291	101%	714,205	671,303
25,150	37,742	67%	24,253	104%	Cart Fee	402,359	441,148	91%	421,137	96%	479,252	430,570
0	20	0%	30	0%	Handicap Fee	4,245	4,260	100%	4,159	102%	4,255	4,255
2,096	250	838%	0	0%	Lessons	8,985	4,611	195%	6,704	134%	4,861	9,662
180	200	90%	270	67%	Rental Clubs	3,030	3,000	101%	3,270	93%	3,200	3,220
4,492	4,400	102%	3,941	114%	Retail	63,638	63,000	101%	64,463	99%	66,700	68,081
1,782	2,900	61%	1,606	111%	Range	31,881	38,200	83%	33,004	97%	41,000	33,763
0	0	0%	0	0%	Food & Beverage	0	0	0%	63,318	0%	0	0
0	0	0%	0	0%	Beer	0	0	0%	34,326	0%	0	0
0	0	0%	0	0%	Liquor	0	0	0%	19,723	0%	0	0
0	0	0%	0	0%	Wine	0	0	0%	3,896	0%	0	0
0	0	0%	0	0%	F&B Other	0	0	0%	191	0%	0	0
2,127	2,700	79%	2,000	106%	City Surcharge R & R	33,386	37,200	90%	34,538	97%	39,300	35,662
749	0	0%	0	0%	Miscellaneous G&A	1,221	0	0%	0	0%	0	1,221
69,465	90,314	77%	63,690	109%	Total Revenues	1,179,230	1,263,402	93%	1,310,021	90%	1,352,798	1,257,736
COST OF GOODS SOLD												
2,729	2,640	103%	2,315	118%	COGS - Merchandise	39,446	37,800	104%	38,742	102%	40,020	41,977
0	0	0%	0	0%	COGS - Food & Beverage	0	0	0%	29,560	0%	0	0
0	0	0%	0	0%	COGS - Beer	0	0	0%	17,668	0%	0	0
0	0	0%	0	0%	COGS - Liquor	0	0	0%	6,638	0%	0	0
0	0	0%	0	0%	COGS - Wine	0	0	0%	1,707	0%	0	0
2,729	2,640	103%	2,315	118%	Total COGS	39,446	37,800	104%	94,315	42%	40,020	41,977
66,737	87,674	76%	61,375	109%	GROSS MARGIN	1,139,784	1,225,602	93%	1,215,706	94%	1,312,778	1,215,759
60.74%	60.00%	101.24%	58.75%	103.39%	COGS - Merchandise %	61.99%	60.00%	103.31%	60.10%	103.14%	60.00%	724.25%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	46.68%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	51.47%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	33.65%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	43.82%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	45.83%	0.00%	0.00%	0.00%
PAYROLL												
28,345	18,965	149%	18,682	152%	Gross Payroll - Salaried	218,555	208,232	105%	195,915	112%	227,198	237,318
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	0	0	0%	33,256	0%	0	0
25,520	34,448	74%	22,977	111%	Gross Payroll - Hourly	277,661	372,195	75%	273,943	101%	405,532	303,035
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	0	0	0%	34,550	0%	0	0
53,865	53,413	101%	41,659	129%	S/T Wages	496,215	580,427	85%	537,663	92%	632,730	540,353
3,956	4,086	97%	2,854	139%	Payroll Tax - FICA	35,812	44,403	81%	38,742	92%	48,404	38,762
211	331	64%	97	217%	Payroll Tax - UC	2,461	5,020	49%	3,362	73%	5,240	2,611
875	1,046	84%	638	137%	Payroll Tax - WC	8,595	11,122	77%	9,978	86%	12,146	9,251
5,376	5,818	92%	6,336	85%	Benefits	56,179	62,447	90%	60,727	93%	68,264	59,110
10,419	11,281	92%	9,924	105%	S/T Adders	103,047	122,991	84%	112,810	91%	134,054	109,735
64,284	64,694	99%	51,583	125%	TOTAL PAYROLL	599,263	703,418	85%	650,473	92%	766,784	650,087
OPERATING EXPENSES												
0	0	0%	0	0%	Bar Supplies	0	0	0%	144	0%	0	0
21	200	11%	0	0%	Cart Supplies	948	1,805	52%	1,281	74%	2,005	1,151
0	300	0%	179	0%	Chemicals	2,254	4,850	46%	4,850	46%	5,350	2,254
133	175	76%	127	105%	Course Accessories	1,758	1,505	117%	814	216%	1,803	3,683
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	4,027	0%	0	0
107	2,600	4%	1,450	7%	Fertilizer	23,923	30,200	79%	20,235	118%	32,900	25,513
0	0	0%	0	0%	Flowers/Decor	0	250	0%	59	0%	750	0
1,414	1,300	109%	2,414	59%	Fuel	10,598	13,400	79%	10,618	100%	14,400	10,598
2,463	600	410%	300	820%	Fungicides	3,880	3,250	119%	1,451	267%	4,450	3,880
2,278	2,800	81%	2,496	91%	Herbicides	12,689	19,850	64%	17,429	73%	23,200	15,417
322	1,000	32%	1,098	29%	Insecticides	10,219	18,205	56%	7,929	129%	19,805	16,728
253	400	63%	734	35%	Janitorial Supplies	5,429	4,900	111%	5,380	101%	5,300	5,820
0	0	0%	0	0%	Kitchen Supplies	0	0	0%	974	0%	0	0
0	0	0%	0	0%	Laundry/Linens	0	0	0%	1,465	0%	0	0
0	1,000	0%	51	0%	Laundry/Uniforms	617	1,780	35%	1,715	36%	1,780	617
328	353	93%	166	198%	Office Supplies	3,734	4,818	78%	5,470	68%	5,177	3,885
0	0	0%	0	0%	Range Balls	2,650	2,900	91%	2,650	100%	2,900	2,650
0	100	0%	0	0%	Range Equipment	2,169	985	220%	1,363	159%	1,085	2,169
0	0	0%	0	0%	Range Expenses	0	0	0%	439	0%	0	0
5,671	3,500	162%	2,308	246%	Sand/Topdress	12,392	13,200	94%	6,552	189%	14,300	12,972
0	0	0%	700	0%	Seeds/Trees	13,020	4,400	296%	2,230	584%	4,400	13,970
56	100	56%	68	82%	Small Tools	423	1,050	40%	289	147%	1,050	423
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	850	0%	0	0%	850	0
0	75	0%	0	0%	Supplies	1,538	1,000	154%	1,634	94%	1,075	1,538
491	80	613%	0	0%	Tournament Expense	835	880	95%	191	438%	960	835
121	140	87%	247	49%	Alarm System	3,119	1,400	223%	1,513	206%	1,490	3,382

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2019

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	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	550	0
0	100	0%	0	0%	Cart Repairs	248	1,100	23%	640	39%	1,200	248
368	250	147%	42	884%	Computer Service	599	2,150	28%	1,227	49%	2,400	599
812	812	100%	812	100%	Contract Cleaning	8,932	8,932	100%	8,985	99%	9,744	9,744
0	0	0%	0	0%	Guest Relations	135	60	225%	64	211%	60	135
0	175	0%	0	0%	Handicap Expense	4,323	4,225	102%	4,121	105%	4,225	4,358
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
1,126	1,000	113%	830	136%	Irrigation	5,787	6,180	94%	7,042	82%	6,680	5,827
0	75	0%	0	0%	Lesson Expense	49	450	11%	286	17%	450	49
0	0	0%	0	0%	Pest Control	0	0	0%	375	0%	0	0
1,264	1,600	79%	2,280	55%	Repair & Maint - Equipment	17,418	20,250	86%	18,850	92%	22,950	20,036
931	100	931%	445	209%	Repair & Maint - Building	4,555	3,300	138%	3,464	131%	3,700	4,709
6,225	5,136	121%	5,356	116%	Cart Lease	67,621	56,491	120%	58,912	115%	61,627	72,976
5,356	6,445	83%	5,316	101%	Equipment Lease	59,761	70,890	84%	59,387	101%	77,335	65,077
176	175	101%	186	95%	Off-Site Storage	1,925	1,936	101%	1,900	102%	2,100	2,112
1,164	1,200	97%	1,107	105%	Utilities - Electric	12,739	12,980	98%	12,896	99%	14,030	13,942
0	0	0%	0	0%	Utilities - Gas	0	0	0%	4,390	0%	0	0
3,207	3,800	84%	3,340	96%	Utilities - Other	38,173	37,260	102%	36,691	104%	40,860	41,136
450	250	180%	266	169%	Utilities - Telephone/Fax	2,984	2,750	109%	2,526	118%	3,000	3,268
196	250	79%	204	96%	Utilities - Water	2,398	2,600	92%	2,445	98%	2,800	2,586
(332)	1,500	-22%	1,526	-22%	Advertising & Promotion	14,668	22,500	65%	16,154	91%	24,000	16,535
317	300	106%	507	63%	Bank Charges	5,150	4,225	122%	5,164	100%	4,525	5,428
(20)	0	0%	(135)	15%	Cash Short/(Over)	(512)	0	0%	(2,171)	24%	0	(571)
250	200	125%	200	125%	Cell Phone	2,100	2,200	95%	2,142	98%	2,400	2,300
2,127	2,700	79%	2,000	106%	City Surcharge R & R	33,386	37,200	90%	34,538	97%	39,300	35,662
0	0	0%	0	0%	Copier/Photocopies	0	175	0%	0	0%	175	0
1,480	2,000	74%	1,233	120%	Credit Card Discounts	21,696	27,600	79%	25,364	86%	29,300	22,683
(100)	0	0%	(5)	2000%	Donations	(200)	300	-67%	523	-38%	300	127
20	100	20%	0	0%	Dues & Subscriptions	914	1,160	79%	739	124%	1,160	914
460	0	0%	45	1012%	Education & Training	460	200	230%	45	1012%	200	460
89	320	28%	0	-46758%	Employee Relations	(1,104)	1,895	-58%	1,245	-89%	1,945	(1,004)
83	30	278%	0	0%	Employee Testing	594	330	180%	93	636%	360	623
4,867	4,471	109%	4,230	115%	Insurance Expense	48,275	49,181	98%	47,671	101%	53,652	52,596
25	40	61%	0	0%	Member Relations	739	440	168%	0	0%	480	739
0	30	0%	0	0%	Messenger Service - Fedex	73	330	22%	276	26%	360	73
0	0	0%	0	0%	Miscellaneous	20	0	0%	(57)	-36%	0	20
0	0	0%	0	0%	O/S - Accounting	9,690	12,360	78%	12,000	81%	12,360	12,690
0	0	0%	0	0%	O/S - Legal	0	700	0%	720	0%	780	0
350	2,000	18%	1,900	18%	O/S - Other	8,137	7,900	103%	5,700	143%	7,900	8,967
357	500	71%	368	97%	Payroll Processing Fee	5,046	5,950	85%	5,568	91%	6,450	5,417
191	300	64%	159	121%	Postage/Shipping	1,447	1,290	112%	1,180	123%	1,340	1,689
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(245)	0	0%	(255)	96%	0	(275)
0	0	0%	0	0%	Theft Loss	0	0	0%	82	0%	0	0
53	0	0%	0	0%	Travel - Meals	2,758	0	0%	1,998	138%	0	2,798
1,557	1,150	135%	136	1148%	Travel - Other	5,489	12,650	43%	7,007	78%	13,800	5,952
0	0	0%	0	0%	Website Expenses	0	0	0%	2,100	0%	0	0
0	0	0%	56	0%	Employee Meals	0	0	0%	170	0%	0	0
46,676	51,731	90%	44,715	104%	TOTAL OPERATING EXPENSES	498,432	552,258	90%	492,903	101%	599,630	548,141
(44,223)	(28,752)	154%	(34,923)	127%	EBITDA	42,089	(30,075)	-140%	72,330	58%	(53,636)	17,531
5,944	5,884	101%	5,827	102%	Management Fee	65,380	64,724	101%	69,240	94%	70,608	71,207
5,944	5,884	101%	5,827	102%	Management Fees	65,380	64,724	101%	69,240	94%	70,608	71,207
23	23	101%	23	100%	Deprec - Mach & Equip	254	253	101%	254	100%	276	278
72	72	101%	72	100%	Deprec - Buildings	797	792	101%	797	100%	864	869
96	95	101%	96	100%	S/T DEPR. & AMORT	1,051	1,045	101%	1,051	100%	1,140	1,146
(50,263)	(34,731)	145%	(40,846)	123%	NET INCOME	(24,342)	(95,844)	25%	2,040	-1193%	(125,384)	(54,823)

The Golf Club at Cypress Head
Course & Grounds
For the Eleven Months Ending August 31, 2019

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												
32,889	42,102	78%	31,589	104%	Green Fees	630,485	671,983	94%	621,291	101%	714,205	671,303
2,127	2,700	79%	2,000	106%	City Surcharge R & R	33,386	37,200	90%	34,538	97%	39,300	35,662
35,016	44,802	78%	33,589	104%	Total Revenues	663,871	709,183	94%	655,829	101%	753,505	706,965
35,016	44,802	78%	33,589	104%	GROSS MARGIN	663,871	709,183	94%	655,829	101%	753,505	706,965
PAYROLL												
13,429	7,303	184%	7,239	186%	Gross Payroll - Salaried	84,881	79,950	106%	68,953	123%	87,253	92,952
13,469	21,406	63%	12,666	106%	Gross Payroll - Hourly	144,214	231,322	62%	147,456	98%	252,038	157,759
26,897	28,709	94%	19,905	135%	S/T Wages	229,095	311,272	74%	216,409	106%	339,291	250,711
1,936	2,196	88%	1,405	138%	Payroll Tax - FICA	16,168	23,812	68%	15,243	106%	25,956	17,428
118	156	76%	4	2669%	Payroll Tax - UC	1,031	2,512	41%	1,149	90%	2,570	1,041
436	562	78%	298	146%	Payroll Tax - WC	3,886	5,965	65%	3,994	97%	6,513	4,194
2,686	3,109	86%	3,202	84%	Benefits	27,943	33,359	84%	25,054	112%	36,468	29,315
5,176	6,023	86%	4,909	105%	S/T Adders	49,028	65,648	75%	45,439	108%	71,507	51,977
32,073	34,732	92%	24,814	129%	TOTAL PAYROLL	278,123	376,920	74%	261,848	106%	410,798	302,688
OPERATING EXPENSES												
0	300	0%	179	0%	Chemicals	2,254	4,850	46%	4,850	46%	5,350	2,254
133	175	76%	127	105%	Course Accessories	1,758	1,505	117%	814	216%	1,805	3,693
107	2,600	4%	1,450	7%	Fertilizer	23,923	30,200	79%	20,235	118%	32,900	25,513
0	0	0%	0	0%	Flowers/Decor	0	250	0%	59	0%	750	0
1,414	1,300	109%	2,414	59%	Fuel	10,598	13,400	79%	10,618	100%	14,400	10,598
2,463	600	410%	300	820%	Fungicides	3,880	3,250	119%	1,451	267%	4,450	3,880
2,278	2,800	81%	2,496	91%	Herbicides	12,689	19,850	64%	17,429	73%	23,200	15,417
322	1,000	32%	1,098	29%	Insecticides	10,219	18,205	56%	7,929	129%	19,805	16,728
5,671	3,500	162%	2,308	246%	Sand/Topdress	12,392	13,200	94%	6,552	189%	14,300	12,972
1,650	0	0%	700	236%	Seeds/Trees	13,020	4,400	296%	2,230	584%	4,400	13,970
56	100	56%	68	82%	Small Tools	423	1,050	40%	289	147%	1,050	423
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	850	0%	0	0%	850	0
1,126	1,000	113%	830	136%	Irrigation	5,787	6,180	94%	7,042	82%	6,680	5,827
1,264	1,500	84%	2,280	55%	Repair & Maint - Equipment	15,919	18,600	86%	18,065	88%	20,800	18,538
6	100	6%	0	0%	Repair & Maint - Building	6	600	1%	318	2%	700	6
5,356	6,445	83%	5,316	101%	Equipment Lease	54,406	70,890	77%	58,477	93%	77,335	59,722
250	300	83%	301	83%	Utilities - Electric	2,422	2,430	100%	2,602	93%	2,730	2,727
1,090	1,500	73%	1,184	92%	Utilities - Other	16,559	14,360	115%	15,106	110%	15,660	17,313
153	100	153%	119	128%	Utilities - Telephone/Fax	1,016	1,100	92%	1,105	92%	1,200	1,153
196	250	79%	204	96%	Utilities - Water	2,398	2,600	92%	2,445	98%	2,800	2,586
460	0	0%	0	0%	Education & Training	460	0	0%	0	0%	0	460
0	100	0%	0	0%	Employee Relations	80	200	40%	0	0%	200	80
83	30	278%	0	0%	Employee Testing	594	330	180%	93	636%	360	623
350	2,000	18%	1,900	18%	O/S - Other	8,137	7,900	103%	5,700	143%	7,900	8,987
45	50	90%	35	129%	Travel - Other	1,079	550	196%	118	912%	600	1,079
24,473	25,750	95%	23,310	105%	TOTAL OPERATING EXPENSES	200,017	236,750	84%	183,527	109%	260,225	224,547
(21,531)	(15,680)	137%	(14,535)	148%	EBITDA	185,732	95,512	194%	210,454	88%	82,482	179,730
(21,531)	(15,680)	137%	(14,535)	148%	NET INCOME	185,732	95,512	194%	210,454	88%	82,482	179,730

The Golf Club at Cypress Head
Maintenance
For the Eleven Months Ending August 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					OPERATING EXPENSES							
(1,650)	0	0%	0	0%	Seeds/Trees	0	0	0%	0	0%	0	0
(1,650)	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	0	0%	0	0
1,650	0	0%	0	0%	EBITDA	0	0	0%	0	0%	0	0
1,650	0	0%	0	0%	NET INCOME	0	0	0%	0	0%	0	0

The Golf Club at Cypress Head
Carts
For the Eleven Months Ending August 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
25,150	37,742	67%	24,253	104%	REVENUES	402,359	441,148	91%	421,137	96%	479,252	430,570
25,150	37,742	67%	24,253	104%	Cart Fee	402,359	441,148	91%	421,137	96%	479,252	430,570
25,150	37,742	67%	24,253	104%	Total Revenues	402,359	441,148	91%	421,137	96%	479,252	430,570
					GROSS MARGIN	402,359	441,148	91%	421,137	96%	479,252	430,570
6,395	7,307	88%	5,506	116%	PAYROLL	75,424	78,964	96%	71,588	105%	86,036	81,428
6,395	7,307	88%	5,506	116%	Gross Payroll - Hourly	75,424	78,964	96%	71,588	105%	86,036	81,428
524	559	94%	420	125%	S/T Wages	6,043	6,041	100%	5,640	107%	6,582	6,509
71	113	63%	61	116%	Payroll Tax - FICA	822	1,139	72%	857	96%	1,248	912
109	143	76%	85	128%	Payroll Tax - UC	1,316	1,513	87%	1,315	100%	1,652	1,410
9	9	95%	60	14%	Payroll Tax - WC	88	99	89%	111	79%	108	82
712	824	86%	627	114%	Benefits	8,269	8,792	94%	7,923	104%	9,589	8,913
7,107	8,131	87%	6,132	116%	S/T Adders	83,693	87,756	95%	79,511	105%	95,625	90,341
					TOTAL PAYROLL							
21	200	11%	0	0%	OPERATING EXPENSES	948	1,805	52%	1,281	74%	2,005	1,151
0	0	0%	0	0%	Cart Supplies	17	0	0%	0	0%	0	17
0	100	0%	0	0%	Supplies	248	1,100	23%	640	39%	1,200	248
6,225	5,136	121%	5,356	116%	Cart Repairs	67,621	56,491	120%	58,912	115%	61,627	72,976
913	900	101%	806	113%	Cart Lease	10,317	10,550	98%	10,294	100%	11,300	11,216
7,159	6,336	113%	6,162	116%	Utilities - Electric	79,151	69,946	113%	71,128	111%	76,132	85,608
10,885	23,275	47%	11,959	91%	TOTAL OPERATING EXPENSES	239,515	283,445	85%	270,497	89%	307,495	254,621
10,885	23,275	47%	11,959	91%	EBITDA	239,515	283,445	85%	270,497	89%	307,495	254,621
					NET INCOME	239,515	283,445	85%	270,497	89%	307,495	254,621

The Golf Club at Cypress Head
Range
For the Eleven Months Ending August 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
1,782	2,900	61%	1,606	111%	REVENUES							
1,782	2,900	61%	1,606	111%	Range	31,881	38,200	83%	33,004	97%	41,000	33,763
1,782	2,900	61%	1,606	111%	Total Revenues	31,881	38,200	83%	33,004	97%	41,000	33,763
					GROSS MARGIN	31,881	38,200	83%	33,004	97%	41,000	33,763
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	2,650	2,900	91%	2,650	100%	2,900	2,650
0	100	0%	0	0%	Range Equipment	2,169	985	220%	1,363	159%	1,085	2,169
0	0	0%	0	0%	Range Expenses	0	0	0%	439	0%	0	0
0	0	0%	0	0%	Repair & Maint - Equipment	21	300	7%	0	0%	300	21
0	100	0%	0	0%	TOTAL OPERATING EXPENSES	4,840	4,185	116%	4,452	109%	4,285	4,840
1,782	2,800	64%	1,606	111%	EBITDA	27,041	34,015	79%	28,552	95%	36,715	28,923
1,782	2,800	64%	1,606	111%	NET INCOME	27,041	34,015	79%	28,552	95%	36,715	28,923

The Golf Club at Cypress Head
F & B Cafe
For the Eleven Months Ending August 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Food & Beverage	0	0	0%	63,318	0%	0	0
0	0	0%	0	0%	Beer	0	0	0%	34,326	0%	0	0
0	0	0%	0	0%	Liquor	0	0	0%	19,723	0%	0	0
0	0	0%	0	0%	Wine	0	0	0%	3,896	0%	0	0
0	0	0%	0	0%	F&B Other	0	0	0%	191	0%	0	0
0	0	0%	0	0%	Total Revenues	0	0	0%	121,455	0%	0	0
COST OF GOODS SOLD												
0	0	0%	0	0%	COGS - Food & Beverage	0	0	0%	29,560	0%	0	0
0	0	0%	0	0%	COGS - Beer	0	0	0%	17,668	0%	0	0
0	0	0%	0	0%	COGS - Liquor	0	0	0%	6,638	0%	0	0
0	0	0%	0	0%	COGS - Wine	0	0	0%	1,707	0%	0	0
0	0	0%	0	0%	Total COGS	0	0	0%	55,573	0%	0	0
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	65,882	0%	0	0
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	46.68%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	51.47%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	33.65%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	43.82%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	45.83%	0.00%	0.00%	0.00%
PAYROLL												
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	0	0	0%	33,256	0%	0	0
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	0	0	0%	34,550	0%	0	0
0	0	0%	0	0%	S/T Wages	0	0	0%	67,806	0%	0	0
0	0	0%	0	0%	Payroll Tax - FICA	0	0	0%	5,177	0%	0	0
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	613	0%	0	0
0	0	0%	0	0%	Payroll Tax - WC	0	0	0%	1,413	0%	0	0
0	0	0%	0	0%	Benefits	0	0	0%	6,959	0%	0	0
0	0	0%	0	0%	S/T Adders	0	0	0%	14,161	0%	0	0
0	0	0%	0	0%	TOTAL PAYROLL	0	0	0%	81,967	0%	0	0
OPERATING EXPENSES												
0	0	0%	0	0%	Bar Supplies	0	0	0%	144	0%	0	0
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	4,027	0%	0	0
0	0	0%	0	0%	Kitchen Supplies	0	0	0%	974	0%	0	0
0	0	0%	0	0%	Laundry/Linens	0	0	0%	1,465	0%	0	0
0	0	0%	0	0%	Office Supplies	0	0	0%	316	0%	0	0
0	0	0%	0	0%	Contract Cleaning	0	0	0%	4,925	0%	0	0
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	650	0%	0	0
0	0	0%	0	0%	Equipment Lease	0	0	0%	910	0%	0	0
0	0	0%	0	0%	Utilities - Gas	0	0	0%	4,390	0%	0	0
0	0	0%	0	0%	Theft Loss	0	0	0%	82	0%	0	0
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	17,884	0%	0	0
0	0	0%	0	0%	EBITDA	0	0	0%	(33,969)	0%	0	0
0	0	0%	0	0%	Management Fee	0	0	0%	5,142	0%	0	0
0	0	0%	0	0%	Management Fees	0	0	0%	5,142	0%	0	0
0	0	0%	0	0%	NET INCOME	0	0	0%	(39,110)	0%	0	0

The Golf Club at Cypress Head
Golf Shop
For the Eleven Months Ending August 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	20	0%	30	0%	Handicap Fee	4,245	4,260	100%	4,159	102%	4,280	4,255
2,096	250	838%	0	0%	Lessons	8,985	4,611	195%	6,704	134%	4,861	9,662
180	200	90%	270	67%	Rental Clubs	3,030	3,000	101%	3,270	93%	3,200	3,220
4,492	4,400	102%	3,941	114%	Retail	63,638	63,000	101%	64,463	99%	66,700	66,061
6,768	4,870	139%	4,241	160%	Total Revenues	79,898	74,871	107%	78,596	102%	79,041	85,218
COST OF GOODS SOLD												
2,729	2,640	103%	2,315	118%	COGS - Merchandise	39,446	37,800	104%	38,742	102%	40,020	41,977
2,729	2,640	103%	2,315	118%	Total COGS	39,446	37,800	104%	38,742	102%	40,020	41,977
4,039	2,230	181%	1,926	210%	GROSS MARGIN	40,451	37,071	109%	39,854	101%	39,021	43,241
60.74%	60.00%	101.24%	58.75%	103.39%	COGS - Merchandise %	61.99%	60.00%	103.31%	60.10%	103.14%	60.00%	724.25%
PAYROLL												
0	0	0%	106	0%	Gross Payroll - Salaried	0	0	0%	106	0%	0	(106)
4,995	4,672	107%	4,063	123%	Gross Payroll - Hourly	49,196	50,489	97%	46,541	106%	55,011	54,306
4,995	4,672	107%	4,169	120%	S/T Wages	49,196	50,489	97%	46,647	105%	55,011	54,200
384	357	107%	205	188%	Payroll Tax - FICA	3,824	3,862	99%	3,502	109%	4,208	4,301
16	44	36%	24	67%	Payroll Tax - UC	354	606	58%	453	78%	641	391
69	91	76%	68	102%	Payroll Tax - WC	846	967	87%	810	104%	1,056	912
469	493	95%	296	158%	S/T Adders	5,024	5,436	92%	4,765	105%	5,905	5,605
5,464	5,166	106%	4,465	122%	TOTAL PAYROLL	54,220	55,925	97%	51,412	105%	60,916	59,805
OPERATING EXPENSES												
0	0	0%	0	0%	Office Supplies	236	190	124%	92	257%	190	236
0	75	0%	0	0%	Supplies	1,521	1,000	152%	1,634	93%	1,075	1,521
491	80	613%	0	0%	Tournament Expense	835	880	95%	191	438%	960	835
0	175	0%	0	0%	Handicap Expense	4,323	4,225	102%	4,121	105%	4,225	4,358
0	75	0%	0	0%	Lesson Expense	49	450	11%	286	17%	450	49
0	0	0%	0	0%	Repair & Maint - Building	318	0	0%	0	0%	0	318
491	405	121%	0	0%	TOTAL OPERATING EXPENSES	7,282	6,745	108%	6,324	115%	6,900	7,317
(1,915)	(3,341)	57%	(2,539)	75%	EBITDA	(21,050)	(25,599)	82%	(17,882)	118%	(28,795)	(23,881)
(1,915)	(3,341)	57%	(2,539)	75%	NET INCOME	(21,050)	(25,599)	82%	(17,882)	118%	(28,795)	(23,881)

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 2019

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												
749	0	0%	0	0%	Miscellaneous G&A	1,221	0	0%	0	0%	0	1,221
749	0	0%	0	0%	Total Revenues	1,221	0	0%	0	0%	0	1,221
749	0	0%	0	0%	GROSS MARGIN	1,221	0	0%	0	0%	0	1,221
PAYROLL												
11,233	8,260	136%	8,135	138%	Gross Payroll - Salaried	93,747	90,860	103%	88,392	106%	99,120	101,173
662	1,063	62%	743	89%	Gross Payroll - Hourly	8,827	11,419	77%	8,358	106%	12,448	9,541
11,895	9,323	128%	8,878	134%	S/T Wages	102,573	102,279	100%	96,751	106%	111,568	110,715
819	713	115%	596	137%	Payroll Tax - FICA	6,957	7,824	89%	6,419	108%	8,535	7,493
6	15	42%	8	77%	Payroll Tax - UC	169	547	31%	203	83%	562	182
194	183	106%	138	141%	Payroll Tax - WC	1,858	1,960	95%	1,772	105%	2,141	1,996
2,171	2,181	100%	2,409	90%	Benefits	22,780	23,408	97%	23,458	97%	25,588	24,104
3,189	3,091	103%	3,150	101%	S/T Adders	31,764	33,739	94%	31,853	100%	36,826	33,775
15,084	12,414	122%	12,027	125%	TOTAL PAYROLL	134,337	136,018	99%	128,604	104%	148,394	144,490
OPERATING EXPENSES												
253	400	63%	734	35%	Janitorial Supplies	5,429	4,900	111%	5,380	101%	5,300	5,820
0	1,000	0%	51	0%	Laundry/Uniforms	617	1,780	35%	1,715	36%	1,780	617
328	353	93%	166	198%	Office Supplies	3,499	4,628	76%	5,062	69%	4,987	3,649
121	140	87%	247	49%	Alarm System	3,119	1,400	223%	1,513	206%	1,490	3,382
0	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	550	0
368	250	147%	42	884%	Computer Service	599	2,150	28%	1,227	49%	2,400	599
812	812	100%	812	100%	Contract Cleaning	8,932	8,932	100%	4,060	220%	9,744	9,744
0	0	0%	0	0%	Guest Relations	135	60	225%	64	211%	60	135
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	0	0	0%	375	0%	0	0
0	100	0%	0	0%	Repair & Maint - Equipment	1,477	1,350	109%	135	1094%	1,850	1,477
925	0	0%	445	208%	Repair & Maint - Building	4,231	2,700	157%	3,146	134%	3,000	4,385
0	0	0%	0	0%	Equipment Lease	5,356	0	0%	0	0%	0	5,356
176	175	101%	186	95%	Off-Site Storage	1,936	1,925	101%	1,900	102%	2,100	2,112
2,117	2,300	92%	2,157	98%	Utilities - Other	21,614	22,900	94%	21,585	100%	25,200	23,823
297	150	198%	147	203%	Utilities - Telephone/Fax	1,968	1,650	119%	1,422	138%	1,800	2,115
317	300	106%	507	63%	Bank Charges	5,150	4,225	122%	5,164	100%	4,525	5,428
(20)	0	0%	(135)	15%	Cash Short/(Over)	(512)	0	0%	(2,171)	24%	0	(571)
250	200	125%	200	125%	Cell Phone	2,100	2,200	95%	2,142	98%	2,400	2,300
2,127	2,700	79%	2,000	106%	City Surcharge R & R	33,386	37,200	90%	34,538	97%	39,300	35,662
0	0	0%	0	0%	Copier/Photocopies	0	175	0%	0	0%	175	0
1,480	2,000	74%	1,233	120%	Credit Card Discounts	21,696	27,600	79%	25,364	86%	29,300	22,683
(100)	0	0%	(5)	2000%	Donations	(200)	300	-67%	523	-38%	300	127
20	100	20%	0	0%	Dues & Subscriptions	914	1,160	79%	739	124%	1,160	914
0	0	0%	45	0%	Education & Training	0	200	0%	45	0%	200	0
89	220	40%	0	-46758%	Employee Relations	(1,184)	1,695	-70%	1,245	-95%	1,745	(1,084)
4,867	4,471	109%	4,230	115%	Insurance Expense	48,275	49,181	98%	47,671	101%	53,652	52,596
25	40	61%	0	0%	Member Relations	739	440	168%	0	0%	480	739
0	30	0%	0	0%	Messenger Service - Fedex	73	330	22%	276	26%	360	73
0	0	0%	0	0%	Miscellaneous	20	0	0%	0	0%	0	20
0	0	0%	0	0%	O/S - Accounting	9,690	12,360	78%	12,000	81%	12,360	12,690
0	0	0%	0	0%	O/S - Legal	0	700	0%	720	0%	780	0
357	500	71%	368	97%	Payroll Processing Fee	5,046	5,950	85%	5,568	91%	6,450	5,417
191	300	64%	151	121%	Postage/Shipping	1,447	1,290	112%	1,180	123%	1,340	1,589
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(245)	0	0%	(255)	96%	0	(275)
53	0	0%	0	0%	Travel - Meals	2,758	0	0%	1,998	138%	0	2,798
1,511	1,000	151%	100	1504%	Travel - Other	4,272	11,000	39%	6,889	62%	12,000	4,735
0	0	0%	56	0%	Employee Meals	0	0	0%	170	0%	0	0
16,535	17,541	94%	13,717	121%	TOTAL OPERATING EXPENSES	192,337	211,031	91%	191,391	100%	226,888	209,156
(30,870)	(29,955)	103%	(25,744)	120%	EBITDA	(325,453)	(347,049)	94%	(319,994)	102%	(375,282)	(352,425)
5,944	5,884	101%	5,827	102%	Management Fee	65,380	64,724	101%	64,098	102%	70,608	71,207
5,944	5,884	101%	5,827	102%	Management Fees	65,380	64,724	101%	64,098	102%	70,608	71,207
23	23	101%	23	100%	Deprec - Mach & Equip	254	253	101%	254	100%	276	278
72	72	101%	72	100%	Deprec - Buildings	797	792	101%	797	100%	864	869
96	95	101%	96	100%	S/T DEPR. & AMORT	1,051	1,045	101%	1,051	100%	1,140	1,146
(36,910)	(35,934)	103%	(31,667)	117%	NET INCOME	(391,884)	(412,818)	95%	(385,143)	102%	(447,030)	(424,779)

The Golf Club at Cypress Head
Marketing
For the Eleven Months Ending August 31, 2019

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							
3,683	3,402	108%	3,202	115%	Gross Payroll - Salaried	39,927	37,422	107%	38,463	104%	40,824	43,298
3,683	3,402	108%	3,202	115%	S/T Wages	39,927	37,422	107%	38,463	104%	40,824	43,298
294	260	113%	228	129%	Payroll Tax - FICA	2,821	2,863	99%	2,761	102%	3,123	3,032
0	4	0%	0	0%	Payroll Tax - UC	85	216	39%	88	97%	220	85
68	67	102%	50	137%	Payroll Tax - WC	689	717	96%	675	102%	784	739
510	519	98%	664	77%	Benefits	5,368	5,581	96%	5,146	104%	6,100	5,609
873	850	103%	942	93%	S/T Adders	8,962	9,377	96%	8,669	103%	10,227	9,465
4,556	4,252	107%	4,144	110%	TOTAL PAYROLL	48,889	46,799	104%	47,132	104%	51,051	52,763
					OPERATING EXPENSES							
(332)	1,500	-22%	1,526	-22%	Advertising & Promotion	14,668	22,500	65%	16,154	91%	24,000	16,535
0	0	0%	0	0%	Miscellaneous	0	0	0%	(57)	0%	0	0
0	100	0%	0	0%	Travel - Other	138	1,100	13%	0	0%	1,200	138
0	0	0%	0	0%	Website Expenses	0	0	0%	2,100	0%	0	0
(332)	1,600	-21%	1,526	-22%	TOTAL OPERATING EXPENSES	14,806	23,600	63%	18,197	81%	25,200	16,673
(4,224)	(5,852)	72%	(5,670)	74%	EBITDA	(63,695)	(70,399)	90%	(65,329)	97%	(76,251)	(69,437)
(4,224)	(5,852)	72%	(5,670)	74%	NET INCOME	(63,695)	(70,399)	90%	(65,329)	97%	(76,251)	(69,437)

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2019

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												
58,039	79,844	73%	55,842	104%	Green Fees & Cart Fees	1,032,844	1,113,131	93%	1,042,428	99%	1,193,457	1,101,872
4,492	4,400	102%	3,941	114%	Merchandise	63,638	63,000	101%	64,463	99%	66,700	66,081
2,276	470	484%	300	759%	Other Pro Shop	16,260	11,871	137%	14,133	115%	12,341	17,137
1,782	2,900	61%	1,606	111%	Range	31,681	38,200	83%	33,004	97%	41,000	33,763
0	0	0%	0	0%	Food and Beverage	0	0	0%	121,455	0%	0	0
2,127	2,700	79%	2,000	106%	Other Operating Revenues	33,386	37,200	90%	34,538	97%	39,300	35,662
749	0	0%	0	0%	Other G&A Income	1,221	0	0%	0	0%	0	1,221
69,465	90,314	77%	63,690	109%	TOTAL REVENUE	1,179,230	1,263,402	93%	1,310,021	90%	1,352,798	1,257,736
COST OF SALES												
2,729	2,640	103%	2,315	118%	Merchandise	39,446	37,800	104%	38,742	102%	40,020	41,977
0	0	0%	0	0%	Food & Beverage	0	0	0%	55,573	0%	0	0
2,729	2,640	103%	2,315	118%	TOTAL COGS	39,446	37,800	104%	94,315	42%	40,020	41,977
60.7%	60.0%	101.2%	58.7%	103.4%	COGS - Merchandise %	62.0%	60.0%	103.3%	60.1%	103.1%	60.0%	724.3%
0.0%	0.0%	0.0%	0.0%	0.0%	COGS - Food %	0.0%	0.0%	0.0%	45.8%	0.0%	0.0%	0.0%
PAYROLL												
32,073	34,732	92%	24,814	129%	Course and Grounds	278,123	376,920	74%	261,848	106%	410,798	302,688
7,107	8,131	87%	6,132	116%	Carts, Range, Starters, Etc.	83,693	87,758	95%	79,511	105%	95,625	90,341
5,464	5,166	106%	4,465	122%	Pro Shop	54,220	55,925	97%	51,412	105%	60,916	59,805
0	0	0%	0	0%	Food and Beverage	0	0	0%	81,967	0%	0	0
15,084	12,414	122%	12,027	125%	General and Administrative	134,337	136,018	99%	128,604	104%	148,394	144,490
4,556	4,252	107%	4,144	110%	Marketing	48,889	46,799	104%	47,132	104%	51,051	52,763
64,284	64,694	99%	51,583	125%	TOTAL PAYROLL	599,263	703,418	85%	650,473	92%	766,784	650,087
OPERATING EXPENSES												
22,823	25,750	89%	23,310	98%	Course and Grounds	200,017	236,750	84%	183,527	109%	260,225	224,547
7,159	6,436	111%	6,162	116%	Carts, Range, Starters, Etc.	83,991	74,131	113%	75,580	111%	80,417	90,448
491	405	121%	0	0%	Pro Shop	7,282	6,745	108%	6,324	115%	6,900	7,317
0	0	0%	0	0%	Food and Beverage	0	0	0%	17,884	0%	0	0
16,535	17,541	94%	13,717	121%	General and Administrative	192,337	211,031	91%	191,391	100%	226,888	209,156
(332)	1,600	-21%	1,526	-22%	Marketing	14,806	23,600	63%	18,197	81%	25,200	16,673
46,676	51,731	90%	44,715	104%	TOTAL OPERATING EXPENSES	498,432	552,258	90%	492,903	101%	599,630	548,141
113,689	119,066	95%	98,613	115%	TOTAL EXPENSES	1,137,141	1,293,476	88%	1,237,691	92%	1,406,434	1,240,205
(44,223)	(28,752)	154%	(34,923)	127%	EBITDA	42,089	(30,075)	-140%	72,330	58%	(53,636)	17,531

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2019

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(44,223)	(28,752)	154%	(34,923)	127%	EBITDA	42,089	(30,075)	-140%	72,330	58%	(53,636)	17,531
(5,944)	(5,884)	101%	(5,827)	102%	MANAGEMENT FEES	(65,380)	(64,724)	101%	(69,240)	94%	(70,608)	(71,207)
(96)	(95)	101%	(96)	100%	OTHER INCOME (EXPENSE)	(1,051)	(1,045)	101%	(1,051)	100%	(1,140)	(1,146)
(96)	(95)	101%	(96)	100%	Depreciation & Amortization	(1,051)	(1,045)	101%	(1,051)	100%	(1,140)	(1,146)
(50,263)	(34,731)	145%	(40,846)	123%	TOTAL OTHER INCOME (EXPENSE)	(24,342)	(95,844)	25%	2,040	-1193%	(125,384)	(54,823)
					NET INCOME							
2,343	3,107	75%	1,892	124%	Paid Rounds	34,564	35,287	98%	33,367	104%	38,434	36,780
238	584	41%	454	52%	Annual Pass Rounds	4,266	7,931	54%	6,472	66%	8,541	4,693
270	172	157%	180	150%	Other Rounds	2,559	1,464	175%	2,360	108%	1,594	2,789
2,851	3,863	74%	2,526	113%	Total Rounds	41,389	44,682	93%	42,199	98%	48,569	44,262
30	29	102%	34	88%	Revenue/Paid Rounds	34	36	95%	39	87%	35	407
24	23	104%	25	97%	Revenue/Total Rounds	28	28	101%	31	92%	28	337

TRIAL BALANCE SUMMARY FOR 2018

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 8/31/2019 Last

Sorted By: Account Posting, Unit

Include: Print Currency In: Functional (Z-US\$)

Account: First

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$55,246.16	\$61,606.05	\$133,035.61	(\$71,429.56)	(\$16,183.40)
	10050-5950-900	Cash - Course Payroll BMO	\$24,934.56	\$48,669.02	\$26,254.16	\$22,414.86	\$47,349.42
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$887.95	\$376,743.97	\$197,471.02	\$179,272.95	\$180,160.90
	12000-5950-900	Inventory - Merchandise	\$20,781.36	\$543.75	\$3,162.51	(\$2,618.76)	\$18,162.60
	13020-5950-900	Prepaid Insurance	\$16,359.59	\$7,067.00	\$5,816.54	\$1,250.46	\$17,610.05
	13040-5950-900	Prepaid Exp - Other	\$12,134.81	\$7,340.46	\$6,118.84	\$1,221.62	\$13,356.43
	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	(\$3,838.38)	\$0.00	\$23.12	(\$23.12)	(\$3,861.50)
	22080-5950-900	Accum. Deprec - Buildings	(\$23,646.13)	\$0.00	\$72.41	(\$72.41)	(\$23,718.54)
	30000-5950-900	Accts Pay - Trade	(\$16,367.60)	\$93,686.51	\$106,661.77	(\$12,975.26)	(\$29,342.86)
	30040-5950-900	Accts Pay - Other	(\$22,604.75)	\$12,109.02	\$12,099.59	\$9.43	(\$22,595.32)
	31000-5950-900	Accrued Expenses	(\$1,651.96)	\$1,651.96	\$701.96	\$950.00	(\$701.96)
	31020-5950-900	Accrued Payroll	(\$26,704.17)	\$16,445.51	\$22,285.14	(\$5,839.63)	(\$32,543.80)
	31080-5950-900	Accrued Tips Payable	(\$475.00)	\$475.00	\$232.00	\$243.00	(\$232.00)
	31220-5950-900	Accrued Sales Tax	(\$4,415.83)	\$36,549.82	\$46,098.43	(\$9,548.61)	(\$13,964.44)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,126.75	\$2,126.75	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$3,527.75)	\$1,132.10	\$824.39	\$307.71	(\$3,220.04)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$3,387.12)	\$32,472.10	\$32,232.04	\$240.06	(\$3,147.06)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$7,459.60)	\$49,479.81	\$91,500.00	(\$42,020.19)	(\$49,479.79)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$5,384.20)	\$29,184.11	\$52,984.00	(\$23,799.89)	(\$29,184.09)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$22,219.17)	\$1,202.77	\$21.20	\$1,181.57	(\$21,037.60)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,034.47)	\$510.95	\$513.22	(\$2.27)	(\$12,036.74)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$16,310.00)	\$104,091.00	\$191,872.00	(\$87,781.00)	(\$104,091.00)
	32220-5950-900	Deferred Rev - Founders Pass	(\$213.00)	\$1,456.51	\$2,700.00	(\$1,243.49)	(\$1,456.49)
	49020-5950-900	Retained Earnings - Current	\$28,442.07	\$0.00	\$0.00	\$0.00	\$28,442.07
	50000-5950-100	Green Fees - Annual Pass	(\$64,611.61)	\$0.00	\$6,528.43	(\$6,528.43)	(\$71,140.04)
	50040-5950-100	Green Fees - Member	(\$501,725.46)	\$0.00	\$24,233.89	(\$24,233.89)	(\$525,959.35)
	50070-5950-100	Green Fees - (surcharge)	(\$31,259.23)	\$2,126.75	\$4,253.50	(\$2,126.75)	(\$33,385.98)
	50500-5950-200	Cart Fee 18	(\$296,918.27)	\$0.00	\$16,995.33	(\$16,995.33)	(\$313,913.60)
	50520-5950-200	Cart Fee - Annual Trail	(\$80,290.00)	\$0.00	\$8,155.00	(\$8,155.00)	(\$88,445.00)
	52090-5950-600	Handicap Fee	(\$4,245.00)	\$0.00	\$0.00	\$0.00	(\$4,245.00)
	52150-5950-600	Lessons	(\$6,889.00)	\$0.00	\$2,095.50	(\$2,095.50)	(\$8,984.50)
	52280-5950-600	Rental Clubs	(\$2,850.00)	\$0.00	\$180.00	(\$180.00)	(\$3,030.00)
	52310-5950-600	Retail	(\$59,146.07)	\$0.00	\$4,492.23	(\$4,492.23)	(\$63,638.30)
	53050-5950-220	Range Pass Revenue	(\$30,098.80)	\$0.00	\$1,782.24	(\$1,782.24)	(\$31,881.04)
	56120-5950-100	City Surcharge R & R	(\$31,259.23)	\$0.00	\$2,126.75	(\$2,126.75)	(\$33,385.98)
	59010-5950-900	Miscellaneous G&A	(\$472.00)	\$0.00	\$749.11	(\$749.11)	(\$1,221.11)
	60000-5950-600	COGS - Merchandise - Accessories	\$36,717.70	\$2,728.68	\$0.00	\$2,728.68	\$39,446.38
	70000-5950-100	Gross Payroll - Salaried	\$71,452.50	\$15,554.93	\$2,126.37	\$13,428.56	\$84,881.06
	70000-5950-900	Gross Payroll - Salaried	\$82,513.47	\$4,979.89	\$2,979.89	\$11,233.17	\$93,746.64
	70000-5950-950	Gross Payroll - Salaried	\$36,243.64	\$5,018.32	\$1,335.12	\$3,683.20	\$39,926.84
	70010-5950-100	Gross Payroll - Hourly	\$130,744.91	\$18,445.97	\$4,977.10	\$13,468.87	\$144,213.78
	70010-5950-200	Gross Payroll - Hourly	\$69,029.77	\$8,749.56	\$2,354.96	\$6,394.60	\$75,424.37
	70010-5950-600	Gross Payroll - Hourly	\$44,201.43	\$6,273.13	\$1,278.49	\$4,994.64	\$49,196.07
	70010-5950-900	Gross Payroll - Hourly	\$8,164.92	\$914.93	\$253.33	\$661.60	\$8,826.52
	71000-5950-100	Payroll Tax - FICA	\$14,231.58	\$2,479.49	\$543.42	\$1,936.07	\$16,167.65
	71000-5950-200	Payroll Tax - FICA	\$5,519.69	\$703.77	\$180.15	\$523.62	\$6,043.31
	71000-5950-600	Payroll Tax - FICA	\$3,439.74	\$481.82	\$97.80	\$384.02	\$3,823.76
	71000-5950-900	Payroll Tax - FICA	\$6,138.08	\$1,065.98	\$247.34	\$818.64	\$6,956.72
	71000-5950-950	Payroll Tax - FICA	\$2,526.52	\$365.63	\$71.54	\$294.09	\$2,820.61
	71010-5950-100	Payroll Tax - UC	\$912.62	\$118.23	\$0.00	\$118.23	\$1,030.85
	71010-5950-200	Payroll Tax - UC	\$750.75	\$71.22	\$0.00	\$71.22	\$821.97
	71010-5950-600	Payroll Tax - UC	\$338.27	\$15.90	\$0.00	\$15.90	\$354.17

TRIAL BALANCE SUMMARY FOR 2018

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-900	Payroll Tax - UC	\$162.73	\$6.10	\$0.00	\$6.10	\$168.83
	71010-5950-950	Payroll Tax - UC	\$85.27	\$0.00	\$0.00	\$0.00	\$85.27
	71020-5950-100	Payroll Tax - WC	\$3,450.65	\$435.72	\$0.00	\$435.72	\$3,886.37
	71020-5950-200	Payroll Tax - WC	\$1,207.31	\$108.50	\$0.00	\$108.50	\$1,315.81
	71020-5950-600	Payroll Tax - WC	\$776.64	\$69.20	\$0.00	\$69.20	\$845.84
	71020-5950-900	Payroll Tax - WC	\$1,664.52	\$193.67	\$0.00	\$193.67	\$1,858.19
	71020-5950-950	Payroll Tax - WC	\$620.80	\$68.23	\$0.00	\$68.23	\$689.03
	71030-5950-100	Benefits	\$25,257.41	\$4,883.49	\$2,197.70	\$2,685.79	\$27,943.20
	71030-5950-200	Benefits	\$79.24	\$43.55	\$34.84	\$8.71	\$87.95
	71030-5950-900	Benefits	\$20,609.32	\$3,515.15	\$1,344.20	\$2,170.95	\$22,780.27
	71030-5950-950	Benefits	\$4,857.23	\$932.41	\$422.14	\$510.27	\$5,367.50
	80110-5950-200	Cart Supplies	\$926.56	\$21.01	\$0.00	\$21.01	\$947.57
	80120-5950-100	Chemicals	\$2,253.66	\$0.00	\$0.00	\$0.00	\$2,253.66
	80170-5950-100	Course Accessories	\$1,624.69	\$133.00	\$0.00	\$133.00	\$1,757.69
	80230-5950-100	Fertilizer	\$23,816.23	\$107.00	\$0.00	\$107.00	\$23,923.23
	80270-5950-100	Fuel	\$9,184.10	\$1,413.84	\$0.00	\$1,413.84	\$10,597.94
	80280-5950-100	Fungicides	\$1,417.89	\$2,462.50	\$0.00	\$2,462.50	\$3,880.39
	80320-5950-100	Herbicides	\$10,410.43	\$2,278.19	\$0.00	\$2,278.19	\$12,688.62
	80370-5950-100	Insecticides	\$9,897.21	\$322.20	\$0.00	\$322.20	\$10,219.41
	80380-5950-900	Janitorial Supplies	\$5,175.51	\$253.33	\$0.00	\$253.33	\$5,428.84
	80420-5950-900	Laundry/Uniforms	\$617.16	\$0.00	\$0.00	\$0.00	\$617.16
	80520-5950-600	Office Supplies	\$235.68	\$0.00	\$0.00	\$0.00	\$235.68
	80520-5950-900	Office Supplies	\$3,170.24	\$328.33	\$0.00	\$328.33	\$3,498.57
	80610-5950-220	Range Balls	\$2,650.00	\$0.00	\$0.00	\$0.00	\$2,650.00
	80620-5950-220	Range Equipment	\$2,169.07	\$58.49	\$58.49	\$0.00	\$2,169.07
	80690-5950-100	Sand/Topdress	\$6,721.22	\$5,670.61	\$0.00	\$5,670.61	\$12,391.83
	80710-5950-100	Seeds/Trees	\$11,370.00	\$1,650.00	\$0.00	\$1,650.00	\$13,020.00
	80710-5950-150	Seeds/Trees	\$1,650.00	\$0.00	\$1,650.00	(\$1,650.00)	\$0.00
	80730-5950-100	Small Tools	\$367.16	\$55.76	\$0.00	\$55.76	\$422.92
	80780-5950-200	Supplies	\$16.97	\$0.00	\$0.00	\$0.00	\$16.97
	80780-5950-600	Supplies	\$1,521.22	\$0.00	\$0.00	\$0.00	\$1,521.22
	80810-5950-600	Tournament Expense	\$344.96	\$490.50	\$0.00	\$490.50	\$835.46
	81010-5950-900	Alarm System	\$2,998.00	\$121.48	\$0.00	\$121.48	\$3,119.48
	81090-5950-200	Cart Repairs	\$247.99	\$0.00	\$0.00	\$0.00	\$247.99
	81130-5950-900	Computer Service	\$230.91	\$368.46	\$0.00	\$368.46	\$599.37
	81140-5950-900	Contract Cleaning	\$8,120.00	\$1,004.98	\$192.98	\$812.00	\$8,932.00
	81200-5950-900	Guest Relations	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00
	81220-5950-600	Handicap Expense	\$4,322.50	\$0.00	\$0.00	\$0.00	\$4,322.50
	81250-5950-100	Irrigation	\$4,660.82	\$1,126.47	\$0.00	\$1,126.47	\$5,787.29
	81270-5950-600	Lesson Expense	\$49.15	\$423.61	\$423.61	\$0.00	\$49.15
	81350-5950-100	Repair & Maint - Equipment	\$14,655.01	\$1,282.27	\$18.00	\$1,264.27	\$15,919.28
	81350-5950-220	Repair & Maint - Equipment	\$20.86	\$0.00	\$0.00	\$0.00	\$20.86
	81350-5950-900	Repair & Maint - Equipment	\$1,477.37	\$0.00	\$0.00	\$0.00	\$1,477.37
	81360-5950-100	Repair & Maint - Building	\$0.00	\$6.00	\$0.00	\$6.00	\$6.00
	81360-5950-600	Repair & Maint - Building	\$318.00	\$87.96	\$87.96	\$0.00	\$318.00
	81360-5950-900	Repair & Maint - Building	\$3,306.10	\$924.50	\$0.00	\$924.50	\$4,230.60
	82000-5950-200	Cart Lease	\$61,396.17	\$6,224.50	\$0.00	\$6,224.50	\$67,620.67
	82020-5950-100	Equipment Lease	\$49,049.86	\$5,355.67	\$0.00	\$5,355.67	\$54,405.53
	82020-5950-900	Equipment Lease	\$5,355.67	\$0.00	\$0.00	\$0.00	\$5,355.67
	82060-5950-900	Off-Site Storage	\$1,760.00	\$176.00	\$0.00	\$176.00	\$1,936.00
	83000-5950-100	Utlities - Electric	\$2,171.65	\$250.29	\$0.00	\$250.29	\$2,421.94
	83000-5950-200	Utlities - Electric	\$9,403.93	\$913.45	\$0.00	\$913.45	\$10,317.38
	83020-5950-100	Utlities - Other	\$15,468.78	\$1,089.95	\$0.00	\$1,089.95	\$16,558.73
	83020-5950-900	Utlities - Other	\$19,496.53	\$2,339.22	\$221.96	\$2,117.26	\$21,613.79
	83030-5950-100	Utlities - Telephone/Fax	\$863.08	\$152.67	\$0.00	\$152.67	\$1,015.75
	83030-5950-900	Utlities - Telephone/Fax	\$1,670.81	\$297.46	\$0.00	\$297.46	\$1,968.27
	83050-5950-100	Utlities - Water	\$2,201.22	\$196.48	\$0.00	\$196.48	\$2,397.70
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$12,899.45	\$521.40	\$853.11	(\$331.71)	\$12,567.74
	84110-5950-950	Adv/Promo - Website	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00
	85020-5950-900	Bank Charges	\$4,832.24	\$317.30	\$0.00	\$317.30	\$5,149.54
	85050-5950-900	Cash Short/(Over)	(\$491.68)	\$138.79	\$159.26	(\$20.47)	(\$512.15)
	85060-5950-900	Cell Phone	\$1,850.00	\$300.00	\$50.00	\$250.00	\$2,100.00
	85070-5950-900	City Surcharge R & R	\$31,259.23	\$2,126.75	\$0.00	\$2,126.75	\$33,385.98

TRIAL BALANCE SUMMARY FOR 2018

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85120-5950-900	Credit Card Discounts	\$20,215.55	\$1,480.38	\$0.00	\$1,480.38	\$21,695.93
	85140-5950-900	Donations	(\$100.00)	\$100.00	\$200.00	(\$100.00)	(\$200.00)
	85150-5950-900	Dues & Subscriptions	\$893.83	\$20.00	\$0.00	\$20.00	\$913.83
	85160-5950-100	Education & Training	\$0.00	\$459.64	\$0.00	\$459.64	\$459.64
	85190-5950-100	Employee Relations	\$80.00	\$0.00	\$0.00	\$0.00	\$80.00
	85190-5950-900	Employee Relations	(\$1,273.12)	\$1,428.81	\$1,339.97	\$88.84	(\$1,184.28)
	85200-5950-100	Employee Testing	\$510.20	\$83.40	\$0.00	\$83.40	\$593.60
	85280-5950-900	Insurance Expense	\$43,408.64	\$5,816.54	\$950.00	\$4,866.54	\$48,275.18
	85320-5950-900	Member Relations	\$714.81	\$24.51	\$0.00	\$24.51	\$739.32
	85330-5950-900	Messenger Service - Fedex	\$73.13	\$0.00	\$0.00	\$0.00	\$73.13
	85340-5950-900	Miscellaneous	\$20.09	\$0.00	\$0.00	\$0.00	\$20.09
	85390-5950-900	O/S - Accounting	\$9,690.34	\$0.00	\$0.00	\$0.00	\$9,690.34
	85430-5950-100	O/S - Other	\$7,787.00	\$350.00	\$0.00	\$350.00	\$8,137.00
	85480-5950-900	Payroll Processing Fee	\$4,688.77	\$916.40	\$559.43	\$356.97	\$5,045.74
	85490-5950-900	Postage/Shipping	\$1,255.61	\$191.12	\$0.00	\$191.12	\$1,446.73
	85610-5950-900	Tax/Licenses/Fees	(\$214.96)	\$0.00	\$30.00	(\$30.00)	(\$244.96)
	85710-5950-900	Travel - Meals	\$2,704.71	\$109.02	\$55.68	\$53.34	\$2,758.05
	85720-5950-100	Travel - Other	\$1,033.36	\$45.24	\$0.00	\$45.24	\$1,078.60
	85720-5950-900	Travel - Other	\$2,760.87	\$1,511.29	\$0.00	\$1,511.29	\$4,272.16
	85720-5950-950	Travel - Other	\$138.45	\$0.00	\$0.00	\$0.00	\$138.45
	90000-5950-900	Management Fee	\$59,436.60	\$5,943.66	\$0.00	\$5,943.66	\$65,380.26
	98020-5950-900	Deprec - Mach & Equip	\$231.20	\$23.12	\$0.00	\$23.12	\$254.32
	98040-5950-900	Deprec - Buildings	\$724.10	\$72.41	\$0.00	\$72.41	\$796.51
	RCMWD-5950-100	Rounds - Complimentary - Weekday	14,215.00	172.00	0.00	172.00	14,387.00
	REMWD-5950-100	Rounds - Employee - Weekday	20,089.00	98.00	0.00	98.00	20,187.00
	RMBWD-5950-100	Rounds - Member - Weekday	75,726.00	238.00	0.00	238.00	75,964.00
	RPKWD-5950-100	Rounds - Peak - Weekday	406,849.00	2,343.00	0.00	2,343.00	409,192.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			148	\$0.00	\$1,033,693.52	\$1,033,693.52	\$0.00

OSPREY LANDINGS LIMITED PARTNERSHIP

September 10, 2019

City of Port Orange Economic Development
Penelope Cruz
1000 City Center Circle
Port Orange, FL 32129

**Re: Local Government Contribution for Affordable Housing
Osprey Landing Apartments
1040 Herbert St.
Port Orange, FL**

Dear Ms. Cruz,

Osprey Landings Limited Partnership (Osprey) intends to seek funding from the Florida Housing Finance Corporation for its development Osprey Landings in the RFA for the 9% Affordable Housing Tax Credits. To ensure the most competitive qualified application, Osprey is pursuing funding in order to qualify for the Local Government Area of Opportunity Goal which greatly increases the chances of receiving funding from Florida Housing. The Local Government Area of Opportunity Funding Goal for the 9% program requires a contribution of \$354,000 to qualify. Volusia County has a RFP open that would award \$300,000 of the required funding and if our development is awarded these funds; it will still require an additional \$54,000 from the City to qualify for the Local Government Area of Opportunity Funding Goal. In the event that the County does not award funding to the proposed development, a contribution of \$354,000 from the City of Port Orange would be needed to qualify our development as a Local Government Area of Opportunity Funding Goal. The contribution will be in the form of a 0% interest mortgage that will subordinate to the primary lenders' mortgages, and be paid back from operational revenues from the ongoing development.

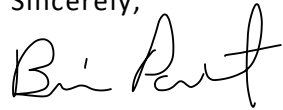
The Local Government Area of Opportunity Funding will greatly increase the likelihood of a successful award from Florida Housing Finance Corporation. Typically, contribution are be in the form of a 0% interest mortgage that will subordinate to the primary lenders' mortgages, and paid back from operational revenues from the ongoing development. However, we can be flexible on specific terms to meet the City's needs.

Osprey Landing Apartments is a proposed 104-unit new construction affordable housing community located at 1040 Herbert St., Port Orange, FL. The site is approximately 7.3 acres total, zoned R-3H for High Density Residential. Water, sewer and electric services are available at the site. The site is located in a CDBG eligible area of the City. More information on our proposed development can be found in the attachment to this letter.

Applications for these RFA's are expected to be due on November 5, 2019, with funding decisions announced after the New Year. The proposed construction commencement date is in early 2021 and completion is estimated for early 2022. The actual funding to the development of any funds committed would not be required until at least 2021 at the earliest.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Parent". The signature is fluid and cursive, with the first name "Brian" and last name "Parent" clearly distinguishable.

Brian Parent

Manager, Osprey Landings GP LLC

Project Narrative Description

Osprey Landings Port Orange, Florida

The proposed development will be located on approximately 7.6 acres located at 1040 Herbert Street in Port Orange, Florida. This location is in close proximity to many desirable amenities, services, and activities including shopping, medical, grocery, schools, and recreation areas. Additionally, its close proximity to Nova Road provides excellent access to bus transportation. The site is fully served by local utilities and properly zoned for its intended use as a Family multifamily housing development.

The development will be designed as a garden style apartment configuration with a standalone clubhouse and office building with full amenities including a community room, exterior gathering area, on-site laundry facility, and interior furnished gathering areas. Additional amenities will include fully equipped computer room, exterior playground and pool. The building's design will incorporate high efficiency energy provisions and be fully compliant to all Florida Housing Finance design and energy efficiency requirements.

Osprey Landings will contain 104 units offering one, two, and three-bedroom units. Unit amenities will include high efficiency HVAC systems, Energy Star refrigerators, Energy Star dishwashers, stoves, microwave ovens, ceiling fans, and powder-based stovetop fire suppression canisters above the range tops. All units will have patios or balconies.

The following table illustrates the unit mix and income targeting.

# of Bedrooms	<u>% Area Median Income</u>	<u># of Units</u>
1	40%	2
1	40% SHIP	1
1	60%	21
2	40%	3
2	40% SHIP	2
2	60%	42
3	40%	2
3	40% SHIP	1
3	60%	29

In addition to the \$300,000 in SHIP funding being applied for in this proposal, the development will be financed primarily by Low Income Tax Credits. The applicant intends to apply to Florida Housing Finance Corporation for an allocation of \$1,700,000 in tax credits.

Additionally, applicant has also applied for \$54,000 in local CDBG funds from the City of Port Orange in order to bring the total local funding dollars up to the \$354,000 required to fully qualify for the Local Government Area of Opportunity Funding Goal. Qualifying for this goal will greatly enhance the chances of receiving the tax credit award from Florida Housing. We are optimistic of receiving the funding approval from the City of Port Orange, as the development site is located within a CDBG targeting area designated by the City (See attached CDBG target area map). The City of Port Orange has indicated that a location in a CDBG eligible area will be considered as a requirement for their financial support. The proposal for City funds is expected to go before City Council on October 1st.

SITE INFORMATION

The 7.6 acre site is ideally located for housing development due to both its close proximity to services as well as its geographic features. Based on information listed on the National Wetlands Mapper website and the FEMA Flood Map Service Center website, the development site does not include any areas of wetlands jurisdiction or flood hazard. The entire site is located in flood hazard zone X. These are extremely positive criteria in determining eligibility for federal funding and are positive characteristics when evaluating the investment of any state or federal dollars.



Atlantic Ocean

Intracoastal Waterway

Hallix River

Rose

Block Group 1
Tract 082414

Block Group 1
Tract 082511

Block Group 1
Tract 082506

PID: 630504000021

Block Group 2
Tract 082503

PID: 633701240011

PID: 630504000040

Block Group 2
Tract 082506

Block Group 2
Tract 082511

Block Group 2
Tract 082510

Block Group 1
Tract 082510

Block Group 3
Tract 082507

**Vacant Zoned Multi-family
in CDBG Eligible Areas**

 Vacant Zoned Multi-family in CDBG

 CDBG 2019

 City Boundary

Surrounding Areas

Type Area

 Inside City

 Outside City

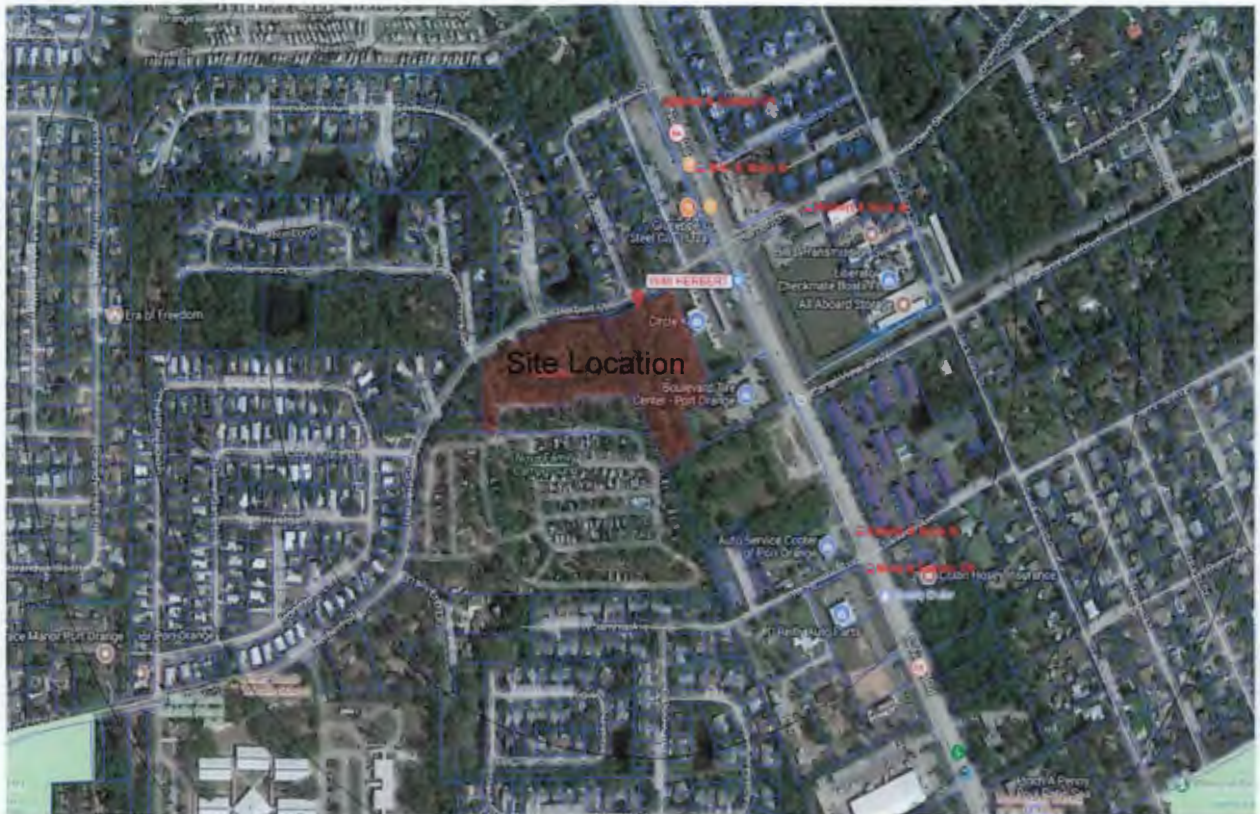
 Water Feature

Date: 9/6/2019

OSPREY LANDINGS

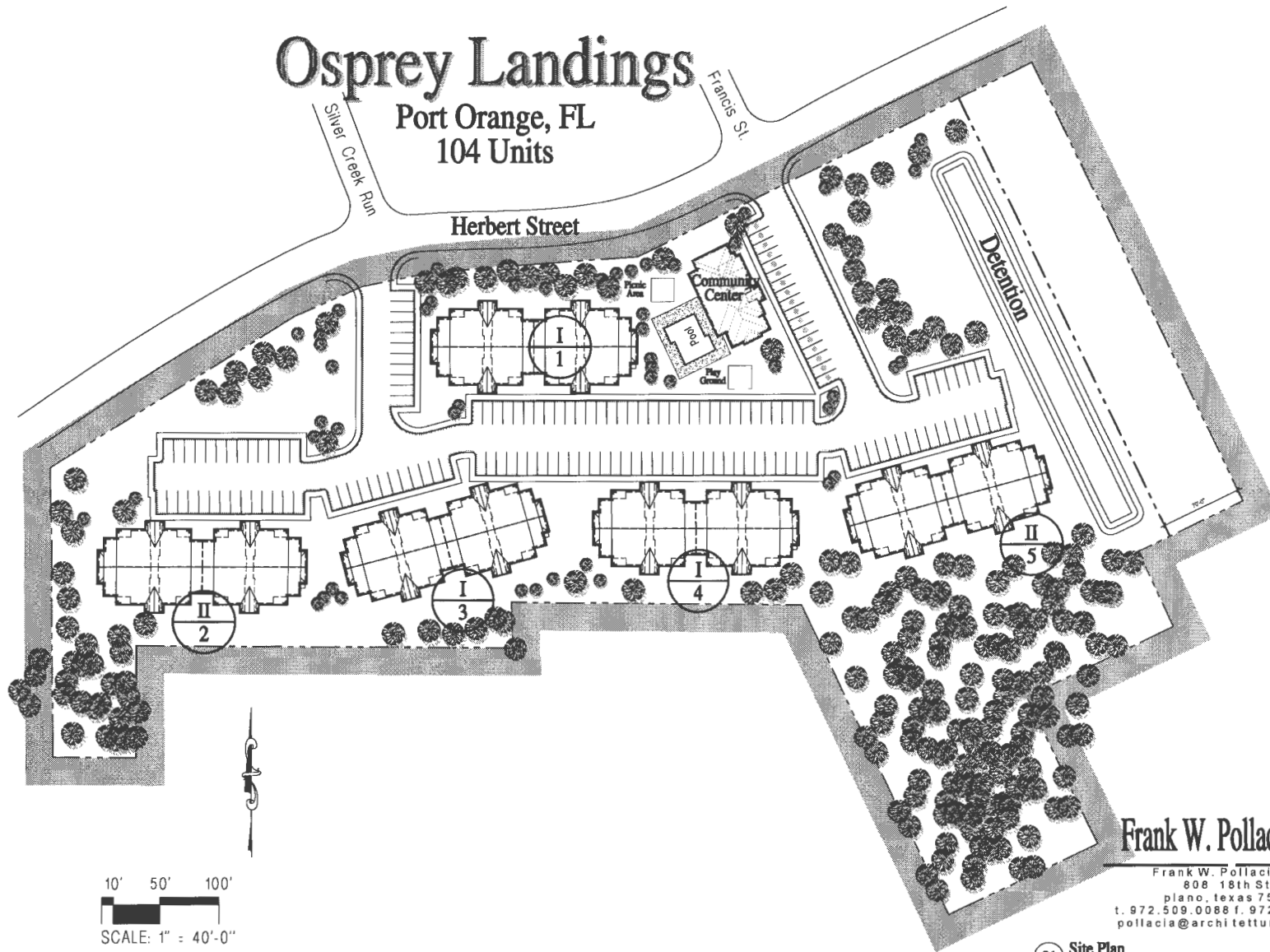
1040 Herbert St.
Port Orange, FL 32129

SITE LOCATION



Osprey Landings

Port Orange, FL
104 Units



Frank W. Pollacia AIA

Frank W. Pollacia AIA
808 18th St.
plano, texas 75074
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

01 Site Plan
SCALE: 1" = 40'-0"

Osprey Landings

Summary Sources & Uses

Osprey Landings LP
 Osprey Landings
 Osprey Landings LP

SOURCES OF FUNDS

LIHTC Equity, Federal	15,468,453
LIHTC Equity, State	0
Historic (Fed) Equity	0
Historic (State) Equity	0
Permanent First Mortgage	3,900,000
Soft Second Mortgage-Volusia	300,000
Interest Earned	0
Deferred Developer Fee	409,927
Port Orange	54,000
Total Sources of Funds	<u><u>20,132,380</u></u>

USES OF FUNDS

Acquisition Costs	1,005,000
Construction Hard Costs	13,710,000
Construction Soft Costs	915,000
Construction Financing Costs	565,000
Permanent Financing Costs	70,000
Soft Funds Financing Costs	3,000
LIHTC Costs	418,000
Leaseup & Third Party Costs	349,500
Taxes, Insurance, FF&E	170,000
Developer Fee	2,596,880
Consulting Fee	0
Reserves & Contingency	330,000
Total Uses of Funds	<u><u>20,132,380</u></u>

Osprey Landin Osprey Landings LP**Rent Schedule** Osprey Landings
Osprey Landings LP

Unit Type	Income Level Served	# of Units (A)	# of Bedrooms	# of Bathrooms	Rentable SF (B)	Max Gross Rent / Unit (C)	Tenant Utility Allowance (D)	Max Net / Unit (C) - (D) = (E)	Actual Rent / Unit (F)	Total Rent / Month (A) * Min(E), (F)
Rent Restricted										
TC30	40%	2	1	1	750	\$459	\$109	\$350	\$350	\$700
TC60	60%	21	1	1	750	\$689	\$109	\$580	\$580	\$12,180
TC80	40%	3	2	2	950	\$551	\$139	\$412	\$410	\$1,230
TC30	60%	43	2	2	950	\$826	\$139	\$687	\$685	\$29,455
TC60	40%	2	3	2	1,150	\$636	\$167	\$469	\$465	\$930
TC80	60%	29	3	2	1,150	\$954	\$167	\$787	\$785	\$22,765
TC/SHIP	40%	1	1	1	750	\$459	\$109	\$350	\$350	\$350
TC/SHIP	40%	2	2	2	950	\$551	\$139	\$412	\$410	\$820
TC/SHIP	40%	1	3	2	1,150	\$636	\$167	\$469	\$465	\$465
Total	--	104	--	--	100,400	\$5,761	\$1,245	\$4,516	\$4,500	\$68,895
Wtd Avg (Units)	--	--	--	--	965	\$805	\$141	\$664	\$662	RHS

Osprey Landings LP

100% Historic Cost Allocation

		Historical			Eligible	Construction	Non-Eligible Depr	Funded	Historic Basis	Other	
Development Cost		Category	Basis?	Total	% Eligible	Acquisition Cost	Basis	Basis	Expense	(Y or N)	(6)
						(1)	(2)	(3)	(4)		Notes
Acquisition Costs											
Land Acquisition	6	N	995,000	0%	--	--	--	--	--	--	
Building Acquisition	1	N	-	100%	--	--	--	--	--	--	
Other Acquisition Costs	4	N	10,000	100%	--	--	--	10,000	--	--	
Construction Costs											
Hard Costs											
Direct Construction Costs	2	N	11,500,000	90%	--	10,350,000	--	--	--	1,150,000	
Construction Contingency	2	N	600,000	100%	--	600,000	--	--	--	--	
Soft Costs											
Architect	2	N	250,000	100%	--	250,000	--	RHS	--	--	
Engineering	2	N	140,000	100%	--	140,000	--	--	--	--	
Building Permits & Impact Fees	2	N	360,000	100%	--	360,000	--	--	--	--	
Builders Risk	2	N	50,000	100%	--	50,000	--	--	--	--	
Hazard & Liability Insurance	2	N	15,000	100%	--	15,000	--	--	--	--	
Other Const Costs											
General Conditions	2	N	690,000	90%	--	621,000	--	--	--	69,000	
P&P Bond	2	N	100,000	100%	--	100,000	--	--	--	--	
General Contractor Fee	2	N	690,000	90%	--	621,000	--	--	--	69,000	
Construction Overhead	2	N	230,000	90%	0	207,000	--	--	--	23,000	
Construction Financing											
Construction Loan Interest	2	N	450,000	100%	--	450,000	--	--	--	--	
Origination Fee	2	N	80,000	100%	1	80,000	--	--	--	--	
Legal & Closing Costs	2	N	35,000	100%	0	35,000	--	--	--	--	
Permanent Financing Costs											
Lender Fees	3	N	30,000	0%	--	--	--	--	--	30,000	
Legal and Closing Costs	3	N	25,000	0%	--	--	--	--	--	25,000	
Lender Due Diligence	2	N	15,000	0%	--	--	--	--	--	15,000	
Soft Funds Financing Costs											
Origination Fee	4	N	3,000	100%	--	--	--	3,000	--	--	
Interest Expense	4	N	-	100%	--	--	--	--	--	--	
LIHTC Costs											
Application Fee	2	N	3,000	0%	--	--	--	--	--	3,000	
Compliance Fee	2	N	250,000	0%	--	--	--	--	--	250,000	
Reservation Fee	2	N	155,000	0%	--	--	--	--	--	155,000	
Monitoring Fee	2	N	-	0%	--	--	--	--	--	--	
Cost Certification	6	N	10,000	100%	--	--	--	--	--	10,000	
Lease Up Costs											
Marketing	3	N	30,000	0%	--	--	--	--	--	30,000	
Lease Up Reserve	6	N	50,000	0%	--	--	--	--	--	--	
Third Party Costs											
Accounting	2	N	10,000	100%	--	10,000	--	--	--	--	
Organization Costs	3	N	3,000	0%	--	--	--	--	--	3,000	
Partnership Syndication Cost	2	N	-	0%	--	--	--	--	--	--	
General Legal	2	N	85,000	50%	--	42,500	--	--	--	42,500	
Title & Recording	2	N	90,000	100%	--	90,000	--	--	--	--	
Survey	2	N	25,000	100%	--	25,000	--	--	--	--	
Environmental Reports	2	N	20,000	100%	--	20,000	--	--	--	--	
Appraisal	2	N	5,500	100%	--	5,500	--	--	--	--	
Soil Tests	2	N	10,000	100%	--	10,000	--	--	--	--	
Market Study	2	N	6,000	100%	--	6,000	--	--	--	--	
Other	2	N	15,000	100%	--	15,000	--	--	--	--	
Real Estate Taxes											
	2	N	20,000	100%	--	20,000	--	--	--	--	
Title Insurance											
	2	N	-	100%	--	--	--	--	--	--	
Furniture, Fixtures & Equipment											
	2	N	150,000	100%	--	150,000	--	--	--	--	
Reserves											
Perm Loan Escrows	6	N	-	0%	--	--	--	--	--	--	
Operating Deficit Reserve	6	N	300,000	0%	--	--	--	--	--	--	
Investor Required Reserve	6	N	-	0%	--	--	--	--	--	--	
Development Contingency											
	2	N	30,000	100%	--	30,000	--	--	--	--	
Total Dev Costs Less Acquisition			\$16,530,500		\$1	\$14,303,000	\$0	\$3,000	\$0	\$1,874,500	
Developer Fee											
0% Overhead	2	N	-		0	0	0	0	0	0	
Consulting Fee			-			0					
16% Profit	2	N	2,596,880	100%	0	2,596,880					Capped per Application
TOTAL DEVELOPMENT COSTS			\$20,132,380		\$1	\$16,899,880	\$0	\$13,000	\$0	\$1,874,500	

Capped per Application

Os| Osprey Landings LP

Bas Osprey Landings

Osprey Landings LP

Total Units: 104

		TOTAL EXPENSE	PER UNIT
REAL ESTATE TAXES			
Assessed Value			
Tax Rate per \$100 of Assessment			
Ad Valorem Taxes	70,000		673
Other Taxes			
Total Property Taxes	70,000		673
PROPERTY INSURANCE	Rate per sq ft: \$0.00	65,000	625
GENERAL & ADMINISTRATIVE			
Accounting	7,500		72
Advertising	2,000		19
Legal fees	3,000		29
Leased equipment	0		
Postage & office supplies	1,140		11
Telephone	3,590		35
Other office expenses	10,000		96
Supportive service contract fees	0		
Compliance fees	0		
Security	2,000	0	19
Credit Investigations	1,500		14
W/D Rental	0		
Total General & Administrative Expenses:	30,730	1	295
MANAGEMENT FEE	Percent of EGI: 5.00%	39,035	0
PAYROLL & TAXES			
Manager	45,000		433
F/T Leasing	0		
Maintenance Super	35,000		337
Porter	0		
Payroll Tax & Benefits	30,000		288
Total Payroll, Payroll Tax & Employee Benefits:	110,000		1,058
REPAIRS & MAINTENANCE			
Elevator	0		
Exterminating	4,500		43
Grounds	22,000		212
Make-ready	5,000		48
Repairs	9,000		87
Pool	5,000		48
Miscellaneous	6,000		58
Total Repairs & Maintenance:	51,500		495
UTILITIES			
Electric	15,000		144
Natural gas	0		
Garbage/trash	18,000		173
Water & sewer	42,000		404
Cable TV	1,200		12
Other	0		
Total Utilities:	76,200		733
GENERAL MISCELLANEOUS	0		
TOTAL OPERATING EXPENSES	442,465		4,254
RESERVES FOR REPLACEMENT	31,200		\$300
TOTAL OPERATING EXPENSES & RESERVES	473,665		4,554

Notes to Analysis

Os Osprey Landings LP
 Ca Osprey Landings
 Osprey Landings LP

	Prorated 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
PROPERTY CASH FLOWS	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Income																		
Gross Potential Rent	344,475	843,275	860,140	877,343	894,890	912,788	931,044	949,664	968,658	988,031	1,007,791	1,027,947	1,048,506	1,069,476	1,090,866	1,112,683	1,134,937	1,157,636
Other Income	5,300	12,974	13,234	13,499	13,769	14,044	14,325	14,611	14,904	15,202	15,506	15,816	16,132	16,455	16,784	17,119	17,462	17,811
Gross Income	349,775	856,249	873,374	890,842	908,659	926,832	945,368	964,276	983,561	1,003,232	1,023,297	1,043,763	1,064,638	1,085,931	1,107,650	1,129,803	1,152,399	1,175,447
Less: Vacancy	(24,484)	(59,937)	(61,136)	(62,359)	(63,606)	(64,878)	(66,176)	(67,499)	(68,849)	(70,226)	(71,631)	(73,063)	(74,525)	(76,015)	(77,535)	(79,086)	(80,668)	(82,281)
Less: Collection Loss	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Effective Gross Income	325,291	796,312	812,238	828,483	845,052	861,953	879,193	896,776	914,712	933,006	951,666	970,700	990,114	1,009,916	1,030,114	1,050,716	1,071,731	1,093,165
Expenses																		
Real Estate Taxes	29,167	72,100	74,263	76,491	78,786	81,149	83,584	86,091	88,674	91,334	94,074	96,896	99,803	102,797	105,881	109,058	112,329	115,699
Insurance	27,083	66,950	68,959	71,027	73,158	75,353	77,613	79,942	82,340	84,810	87,355	89,975	92,674	95,455	98,318	101,268	104,306	107,435
General & Administrative	12,804	31,652	32,601	33,580	34,587	35,624	36,693	37,794	38,928	40,096	41,299	42,538	43,814	45,128	46,482	47,876	49,313	50,792
Management fee	16,265	40,206	41,412	42,654	43,934	45,252	46,610	48,008	49,448	50,932	52,460	54,033	55,654	57,324	59,044	60,815	62,640	64,519
Payroll & Taxes	45,833	113,300	116,699	120,200	123,806	127,520	131,346	135,286	139,345	143,525	147,831	152,266	156,834	161,539	166,385	171,376	176,518	181,813
Utilities	31,750	78,486	80,841	83,266	85,764	88,337	90,987	93,716	96,528	99,424	102,406	105,479	108,643	111,902	115,259	118,717	122,279	125,947
Repairs & Maintenance	21,458	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239	67,196	69,212	71,288	73,427	75,629	77,898	80,235	82,642	85,122
General Misc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenses	184,360	455,739	469,411	483,493	497,998	512,938	528,326	544,176	560,501	577,316	594,636	612,475	630,849	649,775	669,268	689,346	710,026	731,327
Net Operating Income	140,930	340,573	342,827	344,989	347,054	349,015	350,866	352,600	354,211	355,690	357,030	358,225	359,264	360,141	360,846	361,371	361,705	361,838
Reserves for Replacement	(13,000)	(31,200)	(31,200)	(31,200)	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Cash Avail for Debt Service	127,930	309,373	311,627	313,789	0	349,016	350,867	352,601	354,211	355,690	357,031	358,225	359,265	360,142	360,847	361,371	361,705	361,839
Debt Service Coverage	1.30	1.31	1.32	1.33	0.00	1.48	1.49	1.49	1.50	1.51	1.51	1.52	1.52	1.52	1.53	1.53	1.53	1.53
Interest Expense	(67,437)	(192,253)	(190,005)	(187,642)	(185,158)	(182,547)	(179,802)	(176,917)	(173,884)	(170,696)	(167,346)	(163,823)	(160,120)	(156,228)	(152,137)	(152,137)	(152,137)	(152,137)
Net Income Before Dep & Amort	60,493	117,120	121,622	126,147	(185,158)	166,469	171,065	175,684	180,327	184,994	189,686	194,402	199,145	203,913	208,710	209,234	209,568	209,702
Principle Repayment	(30,977)	(43,941)	(46,189)	(48,552)	(51,036)	(53,647)	(56,392)	(59,277)	(62,309)	(65,497)	(68,848)	(72,371)	(76,073)	(79,965)	(84,057)	(84,057)	(84,057)	(84,057)
Asset Mangement Fee	(4,167)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
P'ship Admin Fee	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Available Cash Flow	25,350	68,179	70,433	72,596	(241,194)	107,822	109,673	111,407	113,017	114,497	115,837	117,031	118,071	118,948	119,653	120,177	120,511	120,645

Regions Bank
225 S. Federal Highway
Deerfield Beach, FL 33441



September 9, 2019

Mr. Brian Parent
Osprey Landings Limited Partnership
4110 Southpoint Blvd., Ste 206
Jacksonville, FL 32216

Re: Osprey Landings, Port Orange, FL.

Dear Mr. Parent:

Regions Bank is pleased to offer you the following letter of interest based on information received to date. We appreciate the opportunity to work with you as a provider of tax credit equity and related debt products. The purpose of this letter of interest is to generally describe an investment Regions Bank is considering. These terms are subject to change upon the completion of the Banks Due Diligence, and as may be required pursuant to the Bank's applicable investment criteria, credit policies, or underwriting standards as may be in effect from time to time, along with other factors relevant to making an investment or lending decision. *This correspondence is not a commitment to invest, and no commitment to invest will exist prior to the negotiation and execution of a mutually satisfactory Partnership Agreement.*

Investment Entity: Osprey Landings GP, LLC the General Partner, with a 0.01% ownership interest in Osprey Landings Limited Partnership the "Partnership", and Regions Bank, as Federal Investor Limited Partner (hereafter "Regions") with a 99.99% ownership interest in the Partnership.

Project Description: Osprey Landings, a 104-unit affordable apartment complex located in Port Orange, FL.

Eligible Annual Housing

Credit Request Amount: \$1,700,000

**Total Housing Credit
Allocation for**

Investment: \$16,998,300

Tax Credit Price: \$0.91

**Total Capital
Contribution:** \$15,468,453

- (\$3,093,361 or 20% of total equity) paid prior to or simultaneous with the closing of construction financing
- (\$9,281,072, or 60% of total equity) paid at 99% construction completion
- (\$3,093,361, or 20% of total equity) paid at project stabilization and receipt of 8609s

<i>Asset Management Fee:</i>	Asset management fees will be \$75 per unit per year.
<i>Cash Flow Split:</i>	Cash Flow shall be distributed as follows after all other expenses, asset management fees and debt service has been paid: A. 90.00% to Managing Member. B. 10.00% to Federal Investor Limited Partner.
<i>Residual Split:</i>	Any gain upon sale or refinancing shall be distributed as follows: A. 90.00% to Managing Member. B. 10.00% to Federal Investor Limited Partner.
<i>Replacement Reserves:</i>	\$300 per unit per year (<i>or per permanent lender</i>).
<i>Obligations of the General Partner</i>	A. <u>Operating Deficit Guaranty</u>: Unlimited operating deficit guaranty from an entity acceptable to Regions until the latter of i) the achievement of a 1.20x income to expense ratio for 90 consecutive days and ii) receipt of Form(s) 8609s. Once achieved, the operating deficit guaranty will be in effect for 60 months. B. <u>Development Completion Guaranty</u>: There will be a 100% guaranty by an entity acceptable to Regions for the completion of construction of the Project substantially in accordance with plans and specifications approved by Regions, including, without limitation, a guaranty (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements, (ii) of all amounts necessary to achieve an debt service coverage ratio of 1.20x for three (3) consecutive months, and (iii) to pay any operating deficits prior to conclusion of Project construction. C. <u>Tax Credit Guaranty</u>: There will be an unlimited tax credit guaranty by an entity acceptable to Regions for seven years following stabilization.
<i>Other Notes and Conditions:</i>	Regions reserves the right to adjust the Capital Contributions herein based on diligence of the following information: A. Contingent upon receipt, review and approval of environment reports (including testing for lead based paint, asbestos and black mold as applicable) and geological reports, site inspection, appraisal, market study supporting lease-up schedule, personal and/or corporate financial statements on the General Partner, general contractor and guarantor(s), management company review, revised construction budgets, contractor, contract, and cash flow.

- B. Regions will engage an inspecting engineer to review the project and plans and specs prior to partnership close. The cost of this service will be paid by the partnership. If an acceptable appraisal is not required by the lender, the cost of an appraisal will also be paid by the partnership. The costs of inspections on monthly draws will be the cost of the partnership if not available from permanent lender. In addition, all legal fees will be paid by the partnership.
- C. To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and/or enters into a business relationship.
- D. If the project has soft debt financing, Regions may require a residual analysis that shows that any soft debt financing will be repaid at the end of the respective soft debt term.
- E. Agreed upon lease-up schedule will be subject to review of due diligence and market information.



At your convenience, please send an executed copy of this Letter of Intent to Regions Bank.

Again, thank you for your time and we appreciate the opportunity to work with you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "M. Carl".

Marilyn L. Carl
Vice President
Regions Bank

Agreed and Accepted this Day:

Osprey LandinSg Limited Partnership

By: A handwritten signature in cursive script, appearing to read "B. Land" followed by a flourish.

Osprey Landings GP LLC

Its: General Partner

Date: September 18, 2019 ^{9th}

The purpose of this Letter is to generally describe an investment Regions Bank is considering. These terms are subject to change upon the completion of the Banks Due Diligence, and as may be required pursuant to the Bank's applicable investment criteria, credit policies, or underwriting standards as may be in effect from time to time, along with other factors relevant to making an investment decision. These terms may not be changed or otherwise modified orally. This Letter does not survive Closing of the transaction.

This correspondence is not a commitment to invest, and no commitment to invest will exist prior to the negotiation and execution of a mutually satisfactory letter of intent and Partnership Agreement.



Real Estate Banking
225 S. Federal Highway
Deerfield Beach, FL 33441

**LETTER OF INTENT
FOR CONSTRUCTION AND PERMANENT LOAN**

September 9, 2019

Mr. Brian Parent
Osprey Landings Limited Partnership
4110 Southpoint Blvd., Ste 206
Jacksonville, FL 32216

***Re: Osprey Landings, a 104-unit development
located in Port Orange, FL (the "Property")***

Dear Mr. Parent:

Regions Bank (hereafter "Bank") is pleased to provide you this letter of intent in connection with the above referenced property. This letter of intent is made based upon the initial financial information and projections provided to us in support of your loan application, and under the following general terms and conditions:

Borrower:	Osprey Landings Limited Partnership (Applicant).	
Guaranty:	The unconditional guaranty of payment and performance of the construction loan and permanent loan (described below) by the managing member of the Borrower.	
Loan Amount:	Construction	\$15,000,000
	Permanent	\$3,900,000 ¹
Interest Rate:	Construction	30 Day LIBOR + 3.00%
	Permanent	Estimated at 5.00%

¹ Permanent Loan based upon a minimum 1.25 debt service coverage ratio, and maximum 85% loan to value.

Repayable:	Construction	Interest only payments made on a monthly basis, in arrears.
	Permanent	Principal and interest payments on a monthly basis
Term:	Construction	24 months
	Permanent	20 years
	Amortization	35 years
Prepayment:	Years 1-10 no prepayment, subject to yield maintenance thereafter.	
Origination Fee:	1.00% of the Construction loan payable at closing.	
	1.00% of the Permanent loan payable at closing.	
Security:	First mortgage lien on the Property (Construction and Permanent) Pledge of Equity Installments (Construction only)	

Conditions to funding Construction Loan:

Bank acceptable allocation of annual low income housing tax credits from the Florida Housing Finance Corporation.

Bank acceptable plans and specifications.

Bank acceptable Sources and Uses.

Bank acceptable Appraisal.

Bank approved general contractor and the construction contract.

Bank acceptable Guarantees of Completion

Such other conditions which are customary and reasonable for a loan of this nature and amount.

Conditions to Funding Permanent Loan:

Bank acceptable project completion.

Property has reached stabilized physical occupancy for at least 90 consecutive days and meets the minimum required debt service coverage ratio based upon the Property's net operating income as determined by Regions.

All certificates of occupancy have been issued and remain in effect.

Bank acceptable final allocation of low income housing tax credits.

Such other conditions which are customary and reasonable for a loan of this nature and amount.

The terms of this letter of intent are strictly confidential between the Borrower and Bank. All third-party beneficiary rights are expressly negated. No person who is not a party to this letter of intent shall have or enjoy any rights under this letter. No change, amendment or modification of this letter of intent shall be valid unless made in writing, addressed to the Borrower and signed by an authorized officer of Bank.

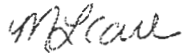
Any changes to the Property and the financing will require Bank's review and approval to ensure compliance to our underwriting standards. This letter of intent does not expire before December 31st, 2019 and can only be extended in writing by Bank.

BANK'S OBLIGATION TO MAKE ANY LOANS ARE AT ALL TIMES SPECIFICALLY CONDITIONED UPON BANK'S RECEIPT OF SATISFACTORY DUE DILIGENCE REPORTS, INCLUDING AN APPRAISAL, A TAX CREDIT RESERVATION, AN EQUITY LETTER OF INTENT AND FINAL LOAN DOCUMENTS, IN FORM AND CONTENT DEEMED SATISFACTORY BY BANK IN ITS SOLE AND ABSOLUTE DISCRETION.

Thank you for the opportunity to serve your financing needs in connection with this property. We look forward to working with you.

Please do not hesitate to call me if you have any questions.

Sincerely,
Regions Bank



Marilyn L. Carl
Vice President
Real Estate Banking

Agreed to and Accepted this ^{9th} ~~13th~~ Day of September 2019 by:

By: Osprey Landings Limited Partnership

By: 
Name: Osprey Landings GP LLC
Title: General Partner

OSPREY LANDINGS UNIT MIX DETAIL

Unit Type	Income Level Served	# of Units (A)	# of Bedrooms	# of Bathrooms	Rentable SF (B)	Max Gross Rent / Unit (C)	Tenant Utility Allowance (D)	Max Net / Unit (C) - (D) = (E)	Actual Rent / Unit (F)	Total Rent / Month (A) * Min(E), (F)
Rent Restricted										
TC30	40%	2	1	1	750	\$459	\$109	\$350	\$350	\$700
TC60	60%	21	1	1	750	\$689	\$109	\$580	\$580	\$12,180
TC80	40%	3	2	2	950	\$551	\$139	\$412	\$410	\$1,230
TC30	60%	43	2	2	950	\$826	\$139	\$687	\$685	\$29,455
TC60	40%	2	3	2	1,150	\$636	\$167	\$469	\$465	\$930
TC80	60%	29	3	2	1,150	\$954	\$167	\$787	\$785	\$22,765
TC/SHIP	40%	1	1	1	750	\$459	\$109	\$350	\$350	\$350
TC/SHIP	40%	2	2	2	950	\$551	\$139	\$412	\$410	\$820
TC/SHIP	40%	1	3	2	1,150	\$636	\$167	\$469	\$465	\$465

ZONING

The Osprey Landing development is made up of two adjacent parcels (#63050400000 and #633701240011) approximately 3.7 acres each. Both parcels are zoned R-3H High Density Multifamily. Per the Port Orange Zoning Code, 16 units per acre is maximum allowable density in the R-3H zoning district. At 104 units, Osprey Landing is within the maximum density requirement for R-3H High Density Multifamily zoning.

Utility Verification

Each of these parcels have been submitted separately to Florida Housing Finance Corporation in previous funding cycles, parcel #633701240011 as early as 2018. Each received utility verification letters from the appropriate department verifying the availability of water, sanitary sewer, roads and electricity to develop 55-60 units on each parcel.

E. Target population will be households with incomes at or below the 60% AMI level. Additionally, 10% of the units will be at or below 40% AMI, including 4 units which will be SHIP units. The development will target individuals and families with children. The need for affordable, decent housing is a widespread and growing need in the community. Affordable housing made possible through the LIHTC program is one of the primary resources for communities such as Volusia County and the City of Port Orange to counter the growing need for affordable housing. The County's Annual Action Plan of the Consolidated Plan states that "new construction of affordable multifamily rental housing" is among the top priorities under the current plan. The strategic use of the SHIP funding to provide local financial support and make possible federal housing tax credit funding for development of affordable housing is the optimal use of local funds that will leverage local support by capturing millions of dollars in federal tax credits. The \$300,000 contribution by the County into the Osprey Landing development will be supplemented by over \$17,000,000 in federal tax credits. This is a valuable investment in the local economy and the improved housing stock of the County.

Osprey Landings

SHIP-ASSISTED UNIT DETAIL

# Units	# BR	#Bath	Size Sq Ft	Max Gross Rent	Actual Gross Rent	Utility Allowance	Actual Net Rent	Fixed or Floating Unit
1	1	1	750	\$459	\$459	\$109	\$350	Floating
2	2	2	950	\$551	\$549	\$139	\$410	Floating
1	3	2	1150	\$636	\$632	\$167	\$465	Floating

Osprey Landings

Project Development Schedule

Application to Florida Housing Finance for LIHTC	11/5/19
Anticipated LIHTC award notification	8/30/20
Receive Building Permits	2/1/21
Close on Equity and construction loan financing	2/15/21
Start Construction	3/1/21
Construction Completion	3/1/22
100% Initial Occupancy	8/1/22
Close on Permanent Financing	2/1/23

OSPREY LANDINGS LIMITED PARTNERSHIP

FIRM PROFILE

1. Osprey Landings Limited Partnership was formed in 2013 for the sole purpose of owning and providing affordable housing to seniors. This is a single purpose entity for which the sole purpose will be the ownership of the Osprey Landings development.

There are three individuals with ownership interests in Osprey Landings Limited Partnership: Brian Parent, Craig Jeup, and Brian Stadler. As a group we have been involved in the affordable housing industry for over twenty years completing similar tax credit projects in Florida, Georgia, Michigan and Arkansas. We have successfully completed similar projects for Florida Housing Finance Corporation and are experienced in all aspects of affordable housing development and operation. Our previous developments in Florida also utilized local SHIP funding, and we have also completed developments utilizing HOME and NSP. We were recently awarded funding for an LIHTC development in Georgia which will utilize CDBG-DR funds.

2. Attached are organizational charts for both Osprey Landings Limited Partnership, as well as for the developer entity providing the project development services: JPM Outlook LLC. JPM Outlook LLC is a joint venture between JPM Development and Outlook Development, which are both experienced developers of affordable housing communities.

3. Osprey Landings Limited Partnership is a Florida limited partnership in good standing in the State of Florida. See attached Certificate of Limited Partnership and Certificate of Status.

4. See attached Sunbiz Report

5. Ownership interests are shown in the attached "Applicant Ownership Structure" attached.

6. The principals of Osprey Landings Limited partnership are active owners of affordable apartment developments in the following locations:

Pasco County Florida (2 developments)
Pope County Arkansas

Pulaski County Arkansas
Johnson County Arkansas
Phillips County Arkansas
Calhoun County Michigan (2 developments)
Saginaw County Michigan (2 developments)
Liberty County Georgia
Gordon County Georgia
Camden County Georgia
Hernando County Florida

7. Current business status is active in affordable housing development and operation of existing properties. The Principals continue to focus and specialize on providing high quality affordable housing. The team was recently awarded funding for new developments in Hernando County and Calhoun County, Georgia this year. Please see attached resume of JPM Outlook LLC for further verification of qualifications and experience.

8. Please see attached resume of JPM Outlook LLC for further verification of qualifications and experience.

9. Key employees have over 50 years of cumulative experience and are qualified affordable housing professionals. See resume referenced in item #7&8. The Firms principals will be the primary contacts working on the Contract as well as the overall development.

**Osprey Landings
Applicant Ownership Structure**

Applicant: Osprey Landings Limited Partnership

Managing General Partner: Osprey Landings GP, LLC 0.009%

Manager: Brian J Parent

Manager: Brian Stadler

Member: Jax Housing LLC 50%

Manager/Member: Brian Parent 50%

Manager/Member: Craig Jeup 50%

Member: Westbrook Housing LLC 50%

Manager/Member: Brian Stadler 100%

Limited Partner: Jax Housing LLC 99.991%
(to be replaced by investor)

Manager/Member: Brian Parent 50%

Manager/Member: Craig Jeup 50%

Developer Structure

Development Company	JPM Outlook LLC		
JPM Development LLC	Member		50%
Outlook Development LLC	Member		50%

Member Structure

JPM Development LLC		
Manager/Member: Brian Parent		50%
Manager/Member: Craig Jeup		50%
Outlook Development LLC		
Manager/Member: Brian Stadler		100%

Division of Corporations

Page 1 of 1

A13000000621

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : BROAD AND CASSEL (ORLANDO)
Account Number : I19980000090
Phone : (407) 839-4200
Fax Number : (407) 839-4264

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: biparent@comcast.net

FLORIDA/FOREIGN LP/LLP
Osprey Landings Limited Partnership

Certificate of Status	1
Certified Copy	0
Page Count	03
Estimated Charge	\$1,008.75

* File and * After # H13000224008

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TALLAHASSEE, FLORIDA

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Help

J. SAULSBERRY
EXAMINER

OCT 14 2013

CERTIFICATE OF LIMITED PARTNERSHIP**OF****OSPREY LANDINGS LIMITED PARTNERSHIP**

Pursuant to the authority of Section 620.1201, Florida Statutes, the undersigned, constituting the sole general partner of OSPREY LANDINGS LIMITED PARTNERSHIP (the "Partnership"), hereby submits the following in connection with the formation of the Partnership:

1. The name of the Partnership shall be OSPREY LANDINGS LIMITED PARTNERSHIP (the "Partnership").

2. The address of the initial office where records shall be kept shall be 4110 Southpoint Blvd., Suite 206, Jacksonville, Florida 32216. The name and address of the initial registered agent for service of process is Brian J. Parent, 4110 Southpoint Blvd., Suite 206, Jacksonville, Florida 32216.

3. The names and initial business address of the General Partner is:

OSPREY LANDINGS GP, LLC, a Florida limited liability company
4110 Southpoint Blvd.
Suite 206
Jacksonville, Florida 32216

4. The initial mailing address of the limited partnership is 4110 Southpoint Blvd., Suite 206, Jacksonville, Florida 32216.

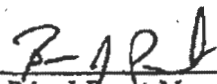
5. The latest date upon which the Partnership is to dissolve shall be December 31, 2073.

6. The Partnership hereby elects to not be a limited liability limited partnership.

This Certificate has been executed by the undersigned as of the 8th day of October, 2013.

GENERAL PARTNER:

OSPREY LANDINGS GP, LLC, a Florida limited liability company

By: 

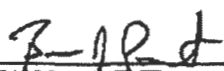
Brian J. Parent, Manager

By: _____

Brian R. Stadler, Manager

ACKNOWLEDGEMENT OF REGISTERED AGENT

Having been designated as the Registered Agent for OSPREY LANDINGS LIMITED PARTNERSHIP, the undersigned hereby accepts the designation and agrees to act as the Registered Agent of said limited partnership and states that it is familiar with and accepts its statutory obligations as such.


BRIAN J. PARENT

Dated this 8th day of October, 2013.

2013 OCT 11 AM 8:17
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FAX
FAX

2019 FLORIDA LIMITED PARTNERSHIP ANNUAL REPORT

DOCUMENT# A13000000621

Entity Name: OSPREY LANDINGS LIMITED PARTNERSHIP

Current Principal Place of Business:

4110 SOUTHPOINT BLVD.
SUITE 206
JACKSONVILLE, FL 32216

Current Mailing Address:

4110 SOUTHPOINT BLVD.
SUITE 206
JACKSONVILLE, FL 32216

FEI Number: 46-5298397

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PARENT, BRIAN J
4110 SOUTHPOINT BLVD.
SUITE 206
JACKSONVILLE, FL 32216 US

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

SIGNATURE:

Electronic Signature of Registered Agent

Date

General Partner Detail :

Document # L13000144089
Name OSPREY LANDINGS GP, LLC
Address 4110 SOUTHPOINT BLVD., SUITE 206
City-State-Zip: JACKSONVILLE FL 32216

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a general partner of the limited partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BRIAN PARENT

MANAGER

04/30/2019

Electronic Signature of Signing General Partner Detail

Date

State of Florida

Department of State

I certify from the records of this office that OSPREY LANDINGS LIMITED PARTNERSHIP is a limited partnership organized under the laws of the State of Florida, filed on October 11, 2013.

The document number of this limited partnership is A13000000621.

I further certify that said limited partnership has paid all fees due this office through December 31, 2018 and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of October,
2018*



Ken Detjen
Secretary of State

Tracking Number: CU2031747316

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

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



• JPM Outlook, LLC

Housing Development Capabilities

PRESENTED FOR

Volusia County, Florida

JPM Outlook, LLC

JPM Outlook LLC., is a partnership that has been formed for the purpose of developing Affordable Housing projects. This partnership between JPM Development, LLC and Outlook Development, LLC is an extension of a long and successful relationship between Brian Parent, Craig Jeup, and Brian Stadler. This team along with their associate, John Dupont, has been developing and building housing projects since 2005. Most recently the team has completed Stone Ridge Apartments in Calhoun, Georgia as co-developers. Previously, the team co-developed eight other projects in Michigan, Arkansas, Florida, and Georgia while acting as the primary principles in charge of JPM and Westbrook Housing Development LLC. In total, the team has developed 13 affordable housing projects since 2004.

This team has been successful developing projects due to the team members diverse expertise which when brought together has delivered successful projects that have been completed on time while creating positive relationships and outcomes in all of the communities we have worked in while improving the quality of life to community members.

Our work doesn't end with the development of our projects. Our team plays an active role in the ongoing operations of our projects. We work with our teams of professional property managers to ensure that the projects are an asset to the communities they serve. We are actively engaged, making sure the properties perform to their greatest potential through regular site visits and through the participation of weekly performance reviews with property managers. This oversight allows us to closely monitor the performance to ensure that we keep our promises to the communities we are a part of.

Affordable Housing Development Experience:



Stone Ridge Apartments

Calhoun, Georgia

\$12,600,000

64 Units

Completed: 11/18

This 64 unit Garden style project includes 3 buildings and a Clubhouse/office. The project was completed early and 100% leased in 60 days. This project was done in partnership with US Bank and includes a permanent mortgage guaranteed by the USDA.



Journet Place Senior Apartments

Port Richey, Florida

\$18,000,000

108 Units

Completed: 2011

The 108 unit Senior (55 and older) project was financed with Tax Credits and Bonds in association with PNC Bank and RBC. The project includes ample common space inside for tenant services along with a pool, nature trail, and dog run.



Magnolia Place Senior Apartments
 New Port Richey, Florida
 \$16,000,000
 80 Units
 Completed: 2014

This 80 unit Senior community was financed with Tax Credits in association with Bank of America. This sister project to Journet Place Senior Apartments offers many of the same amenities but with a more adjacent services including the County Aquatic center with direct access from the property.



Liberty Place Apartments
 Hinesville, Georgia
 \$14,000,000
 72 Units
 Completed: 2016

This 72 unit family project was financed with State and Federal Tax Credits in association with Regions Bank and Sugar Creek Capital. This project is nestled in a wooded residential community features 4 garden style buildings and a clubhouse that provides services and amenities to the residents.



Westbrook Place Senior Apartments
 Battle Creek, Michigan
 \$12,000,000
 69 Units
 Completed: 2006

This unique property is a 1940's hospital with historic significance that has been converted to Senior apartments. This renovation project included a complete removal of the interior of the structure creating a clean slate to provide it's oversized desirable units while the exterior of the structure completely maintained its historic features. This project was financed with Tax Credits in association with PNC Bank



Residences @ Westbrook
 Battle Creek, Michigan
 \$11,000,000
 48 Units
 Completed: 2008

This is the sister project the Westbrook Senior Apartments. A seven story 1970's architecturally obsolete hospital addition to the original Hospital we renovated was demolished to make way for the 48 unit family project. The project consists of six two story buildings located next the school districts athletic fields and services. The project was financed with Tax Credits in association with PNC Bank.



Millwood Place Apartments
 Clarksville, Arkansas
 \$8,000,000
 48 Units
 Completed: 2016

This development includes 3 buildings with 16, 3-bedroom garden style apartments. Additionally, there is a commons building that houses an exercise facility, community room with kitchenette, laundry and library/computer room. This project was financed with Tax Credits in association with Wells Fargo and a Permanent Mortgage from ADFA.



West Helena Village Apartments, West Helena, Arkansas

\$8,000,000

48 Units

Completed: 2016

This project is the sister to Millwood Place Apartments. Both projects were built at the same time but on the opposite end of the State. As with Millwood the 3-bedroom units are spacious and very desirable in their markets. This project was financed with Tax Credits in association with Wells Fargo and a Permanent Mortgage from ADFA.



West End Village, Russellville, Arkansas

\$6,500,000

30 Single Family Homes

Completed: 2014

This project included the development of the entire subdivision roads and utility infrastructure to service the 30 homes that ranged in size from 1200-1400 square feet. This project was financed with Tax Credits in association with Wells Fargo and a Permanent Mortgage from ADFA.



Keown Homes, Little Rock, Arkansas

\$7,000,000

34 Single Family Homes

Completed: 2011

This project included the development of the entire subdivision roads and utility infrastructure to service the 34 homes that ranged in size from 1200-1400 square feet. Financing was made possible with 1602 Tax Credits and a Permanent Mortgage from ADFA.



Stonewood Apartments, Little Rock, Arkansas

\$6,000,000

52 Units

Completed: 2016

This development includes 4 buildings with 3-bedroom garden style apartments. Additionally, there is a commons building that houses an exercise facility, community room with kitchenette, laundry and library/computer room. This project was financed with Tax Credits in association with PNC Bank.



Bliss Park Senior Apartments, Saginaw, Michigan

\$6,000,000

35 Units

Completed: 2014

Our Development team worked with the City of Saginaw, MSHDA, Saginaw County Land Bank and Covenant Hospital to bring this affordable housing for seniors to an area that desperately needed it. Senior residents now have 35 units adjacent to the hospital that provides valuable services at the property. This project is financed with NSP funds, Tax Credits, and Bonds in association with the City of Saginaw and the Great Lakes Capital Fund.