



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

DECEMBER 3, 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 Reverend David Troxler of First Christian Church
2. Pledge of Allegiance
3. Roll Call
4. Election of Vice Mayor
5. Appointments to Council Committees for 2020

B. CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only
7. Agenda Approval
8. Approval of Minutes
 - a. November 19, 2019 - Regular City Council Meeting
9. Approval of the 2020 City Council Meeting Calendar
10. Bid Awards and Contract Items
 - a. Approval of Contract award for Lakeside HVAC to General Mechanical Corporation (GMC)
 - b. Approval of Task Authorization No. 27 to Mead & Hunt (CA4619), Construction Administration & Engineer of Record Services for Virginia Avenue and Monroe Street Stormwater Improvements
 - c. Approval of Amended Contract Language for FIE Change Orders
 - d. Approval of One Year Extension of Billboard Lease 13140 on I-4
 - e. Approval of One Year Extension of Billboard Lease 70137 on I-4
 - f. Approval of One Year Extension of Billboard Lease 70137A on I-4

g. Approval of One Year Extension of Billboard Lease 70137B on I-4

h. Approval of One Year Extension of Billboard Lease 13140A on I-4

11. Resolution No. 19-76 - Approving the Local Agency Program (LAP) Supplemental Agreement 1: 435539-1-58-01 (G1989) N. Spruce Creek Road Sidewalk

12. Resolution No. 19-77 - Appropriate funds in the Police Benefit Trust Fund (606) and the Transportation Impact Fee Fund (312)

13. Approval of Hurricane Irma Federally Funded Subaward and Grant Agreement

C. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

D. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Citizen Commendations (x3)

Matthew Fischer

Benny Radford

Israel Hammon

F. PUBLIC HEARING

16. Second Reading - Ordinance No. 2019-40 - Amending Chapter 54 relating to the General Employees Retirement Plans - Modification to the General Employees Defined Contribution Plan (401A) Vesting Schedule and the participation in the Contract Defined Contribution Plan (401A) to allow City Attorney to continued participation

G. REGULAR AGENDA

17. Perrine's Produce Economic Incentive Agreement – Ch. 20 Targeted Business

H. ADDITIONAL ITEMS

18. City Attorney

19. City Manager

I. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

J. ADJOURNMENT

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: No

SUBJECT: (A4) Election of Vice Mayor

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to elect a Vice Mayor for 2020 and authorize the City Clerk to amend related contact information as necessary.

SUMMARY: In accordance with Article III, Section 3.03 of the City Charter: "The vice mayor shall be elected at the first meeting of the newly elected council after the regular city elections; and, in nonelection years, at the first regular council meeting in January and commencing in 2007 at the first regular council meeting in December. The vice mayor shall act as mayor during the absence or disability of the mayor. In case of death, resignation, or removal of the mayor, the vice mayor shall serve as mayor for the remaining unexpired term of such office. The council vacancy left by the vice mayor shall be filled as provided in section 3.05(c). A vice mayor shall be elected by the council from its members either before or after the filling of the council vacancy as provided in the preceding sentence. In all instances, the vice mayor shall be elected by the affirmative vote of the majority of the council."

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 10/28/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: No

SUBJECT: (A5) Appointments to Council Committees for 2020

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY: Below is a listing of committees and the current Council Member assigned to each committee:

ArtHaus – Council Member Ford
General Employees Retirement Trust Fund – Council Member Stiltner
River to Sea Transportation Planning Organization – Council Member Stiltner
Municipal Firefighters Pension Board – Council Member Ford
Municipal Police Officers Retirement Trust – Council Member Bastian
Port Orange-South Daytona Chamber of Commerce – Mayor Burnette
Roundtable of Elected Officials - Mayor Burnette
First Step Shelter - Vice Mayor Tramont

Appointments will need to be made for service on these committees for 2020.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 11/19/2019

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

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 City Clerk Robin Fenwick

Mayor Don Burnette read a Proclamation for Small Business Saturday, November 30, 2019.

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Motion to approve the agenda as presented with Item Nos. 15 & 16 being continued as requested by the applicant prior to the meeting was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford. Motion carried unanimously by voice vote.

Motion to remove Item #7d from the Consent Agenda for further discussion was made by Council Member Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

Motion to remove Item #7b & 7c from the Consent Agenda for further discussion was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. November 5, 2019 - Regular City Council Meeting
- b. November 5, 2019 - Special City Council Meeting

7. Bid Awards and Contract Items

- a. Approval of Contract for Sale and Purchase of Real Property at 812 Lafayette Street
- b. Approval of Contract for Sale and Purchase of Real Property at Bruner Road

Vice Mayor Chase Tramont asked why the City is purchasing the property over the appraisal price. Jake Johansson, City Manager, explained the negotiated price was agreed upon prior to the appraisal being completed and the price is within the legal limits. It will be used as a debris management site during storms.

Motion to approve Item #7b was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

- c. Approval of Change Order No. 2 to the EJCDC Agreement with Carr & Collier Inc as it relates to ITB 19-01, Police Shooting Range (CNE009)

Motion to approve Item #7c was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Vice Mayor Chase Tramont asked for clarification regarding the full budgeted amount. Mr. Johansson advised this change order remains within the original budgeted amount.

Motion carried unanimously by voice vote.

- d. Approval of Amendment No. 1 with Sandy Point Progressive Sports

Motion to approve Item #7d was made by Council Member Scott Stiltner and Seconded by Vice Mayor Chase Tramont.

Council Member Scott Stiltner asked for more information regarding the lockers as they are large enough to store kayaks. Susan Lovallo, Parks & Recreation Director, explained they are looking to begin with only two lockers to see if there is a need. The lockers would become the property of the City and used by the City or another vendor on behalf of the City. She asked Council to provide direction if they would like anything specific. Mayor Don Burnette asked to include either payment or payment in-kind for the use of the property. Discussion was also held regarding the location of the lockers.

Motion withdrawn by Council Member Scott Stiltner so Staff can negotiate further and provide more details on location and renderings and Second withdrawn by Vice Mayor Chase Tramont.

8. Release of Access, Drainage, Utilities & Maintenance Easement for Howes Street, between FEC right-of-way and Orange Avenue

9. Resolution No. 19-71 - Budget Appropriation (Bruner Road purchase and Lafayette Street purchase)

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

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

10. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided an update of their recent meeting.

CITIZEN PARTICIPATION (Agenda)

11. Advent Health Welcome & Introduction Brief

David Weis, COO AdventHealth Daytona Beach, introduced himself and provided details of their upcoming project in Port Orange. Mr. Weis also answered questions from Council, who expressed concerns regarding traffic in the area of the project and access to the property.

12. Maria Velez - Potential venue for proposed concert

Maria Devila, Founder of Healthy Souls International, provided details of her upcoming event and would like to present again at another meeting when she can provide her presentation, which was not working at this meeting. She invited Council to attend her

Open House on December 15, 2019 from 5-7 p.m. They are collecting items for the Bahamas after they were devastated by the recent hurricane.

13. Request for a Refund from Elliot Meadows Certified Contractors, LLC

Elliot Meadows provided details of his mistake beginning work without a permit being issued and requested a refund of the \$500 penalty he paid in 2018. He asked for forgiveness and promised it will not happen again. He also asked for a refund for two homeowners for his staff's clerical error that resulted in these fines. Council discussed lowering the fines and setting a precedence if they grant the refund request.

Motion was made by Council Member Marilyn Ford to deny the contractor's request for a refund. Motion failed due to lack of a second.

Motion was made by Council Member Marilyn Ford to direct staff to review the fine structure for further consideration of Council and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by roll call vote.

Motion to reduce the contractor's fine from \$500 to \$250 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried 4-1 with Council Member Scott Stiltner voting no.

Council requested the Contractor ask the homeowners to attend and ask for their own refund.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Jim Cameron, Daytona Regional Chamber, discussed Volusia Days in Tallahassee, and the topics to be discussed.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Mayor Don Burnette asked if a traffic study (accident count) has been done on the area of Nova Road and Miles Road. Staff will take a look. Mayor Don Burnette asked for an assessment of the impact on minimum wage being potentially increased to \$15.00 per hour in 2020-2021. Mr. Johansson said Staff is reviewing that impact and will provide a report.

PUBLIC HEARING

15. First Reading - Ordinance No. 2019-38 - 19-1 Large-Scale Future Land Use Map Amendment/Fleur de Sol (Case No. 19-20000003)

16. First Reading - Ordinance No. 2019-39 - PUD Rezoning/Fleur de Sol PUD (Case No. 19-65000002)

The applicant requested a continuance of Item #15 and #16 until January 21, 2020. Council agreed.

17. Approval of Final Plat and Plans for the King's Landing Phase 2 Subdivision (Case No. 19-50000001)

Motion to approve the Final Plat & Plans for the King's Landing Subdivision, Phase 2 was made by Vice Mayor Chase Tramont and Seconded by Council Member Marilyn Ford.

Tim Burman, Community Development Director, provided details of the request and answered questions from Council.

Glen Storch, Attorney for the Developer, spoke as to the project.

Citizens spoke regarding their support and opposition of the project.

Motion carried unanimously by roll call vote.

Council took a 10-minute recess.

REGULAR AGENDA

18. First Reading - Ordinance No. 2019-31 - Recreational vehicles & equipment on residential lots

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

Thomas Grimaldi, Police Chief, discussed the changes being requested and answered questions of Council regarding the number of recreational vehicles being limited to three. Council would like more information as to the limit of recreational vehicles. They aren't comfortable limiting the number on a larger piece of property that could handle more than three.

Motion withdrawn to send back to staff was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

19. First Reading - Ordinance No. 2019-35 - Amending Chapter 16 of the Land Development Code for a Dog Friendly Dining Program

Mayor Don Burnette read Ordinance No. 2019-35.

ORDINANCE NO. 2019-35

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 16 MISCELLANEOUS REGULATIONS BY CREATING SECTION 16-11 DOG FRIENDLY DINING PROGRAM; ESTABLISHING PURSUANT TO SECTION 509.233, FLORIDA STATUTES, A LOCAL EXEMPTION TO CERTAIN PROVISIONS OF GENERAL LAW AND AGENCY RULES RELATING TO PUBLIC FOOD SERVICE ESTABLISHMENTS FOR THE PURPOSE OF PERMITTING PATRONS DOGS IN DESIGNATED OUTDOOR AREAS OF SUCH ESTABLISHMENTS; PROVIDING FOR IMPLEMENTATION AND ENFORCEMENT PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-35 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Penelope Cruz, Planning Manager, provided details of the ordinance being presented, which is to comply with Florida Statute and answered questions of Council.

Denise Hilliard, Owner of The Original First Turn, spoke in favor of the Ordinance.

Discussion was held regarding the fee for the permitting process. Council agreed to charge \$50.00. Ms. Cruz will present a fee resolution for Council's consideration in December.

Motion carried 4-1 by roll call vote with
Vice Mayor Chase Tramont voting no.

20. First Reading - Ordinance No. 2019-40 - Amending Chapter 54 relating to the General Employees Retirement Plans - Modification to the General Employees Defined Contribution Plan (401A) Vesting Schedule and the participation in the Contract Defined Contribution Plan (401A) to allow City Attorney to continued participation

Mayor Don Burnette read Ordinance No. 2019-40.

ORDINANCE NO. 2019-40

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54, ARTICLE VI, RELATING TO THE 2003 GENERAL EMPLOYEES RETIREMENT SYSTEM; AMENDING THE CODE SECTIONS 54-175 AND 54-47; PROVIDING FOR A MODIFICATION TO THE GENERAL EMPLOYEES 401(A) VESTING SCHEDULE IN ACCORDANCE WITH PLAN DOCUMENTS; PROVIDING FOR AN AMENDMENT TO THE PARTICIPATION OF THE CONTRACT 401(A) TO INCLUDE THE CITY ATTORNEY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2019-40 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Jamie Miller, Administrative Services Director, provided details of the requested changes.

Motion carried unanimously by roll call vote.

21. Resolution No. 19-72 - Budget Appropriation - FY19 Budget Execution Review - Final Year End True-Up

Mayor Don Burnette read Resolution No. 19-72.

RESOLUTION NO. 19-72.

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS FOR VARIOUS CITY OPERATIONS FOR FISCAL YEAR 2019; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 19-72 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian.

Scott Neils, Finance Director, provided details of this Resolution, as well as Items #22 and 23, and answered questions from Council.

Motion carried unanimously by roll call vote.

22. Resolution No. 19-73 - Budget Appropriation - FY19 Carryover of Open Encumbrances and Project Budgets

Mayor Don Burnette read Resolution No. 19-73.

RESOLUTION NO. 19-73.

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING FUNDS FOR PROJECT CARRY OVER AND OPEN ENCUMBRANCE CARRY OVER FUNDS FROM FISCAL YEAR 2019 TO FISCAL YEAR 2020 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 19-73 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

23. Resolution No. 19-74 - Budget Appropriation - FY19 Additional Carryover

Mayor Don Burnette read Resolution No. 19-74.

RESOLUTION NO. 19-74.

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING ADDITIONAL PROJECT CARRY OVER FUNDS FROM FISCAL YEAR 2019 TO FISCAL YEAR 2020 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 19-74 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

24. Resolution No. 19-75 - Updating Standard Construction Details

Mayor Don Burnette read Resolution No. 19-75.

RESOLUTION NO. 19-75.

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING REVISED STANDARD CONSTRUCTION DETAILS; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 19-75 was made by Vice Mayor Chase Tramont and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

25. City Attorney

Matt Jones, Deputy City Attorney, advised Council the attorney's office has hired outside counsel regarding Click2Gov. He also discussed the opioids class action lawsuit. He recommended remaining in the class action lawsuit and asked Council to consider. Council agreed to remain in the class action lawsuit.

a. Approval of City Attorney Contract - Matthew Jones

Council Member Scott Stiltner has concerns with the amount of leave accruing. He would like to see a cap on the accrual as there is a severance package already included. Discussion was held regarding the cap. Mr. Jones agreed with a 1,200 cap with any overage being deposited into an IMCA account. He will work out the language

Council Member Marilyn Ford suggested paying for two professional memberships only. Mr. Jones explained his position on the professional organizations he currently belongs to and would like to remain involved in. Council would like it to remain the same but paragraph (b) should be cleaned up.

Robert Reinhausen, citizen, expressed a concern regarding an automobile allowance as Mr. Jones will also get reimbursement of travel expenses.

Motion to approve the contract with Matthew Jones with the changes as discussed was made by Council Member Scott Stiltner and Seconded by Vice Mayor Chase Tramont. Motion carried unanimously by roll call vote.

26. City Manager

Mr. Johansson advised Council their January 28, 2020 workshop was slated to discuss the TNR (feral cat) program; however, two Council Members will be absent. He asked Council whether they want to reschedule or keep it. Council agreed to hold the workshop on January 9, 2020 at 5:15 p.m. in Council Chambers.

COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

- a. ArtHaus - Council Member Marilyn Ford provided details from their recent meeting. Their meeting schedule is changing to odd months only in 2020.
- b. First Step Shelter - Vice Mayor Chase Tramont reported on the most recent meeting.
- c. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided information on upcoming events.
- d. Roundtable of Elected Officials - Mayor Don Burnette provided details of their recent meeting.

ADJOURNMENT - 10:00 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: No

SUBJECT: (B9) Approval of the 2020 City Council Meeting Calendar

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve the 2020 meeting schedule as presented.

SUMMARY: The normal meeting schedule for Council is to meet twice per month, the first and third Tuesdays, except during holidays, elections, and other events as determined by Council.

The proposed schedule for 2020 Regular City Council Meetings is as follows:

January 7, 21 July 21*
February 4, 18 August 4, 19*
March 3, 17 September 1, 15
April 7, 21 October 6, 20
May 5, 19 November 4*, 17
June 2, 16 December 1, 15

(* indicates a change in the normal schedule due to holidays or elections)

In addition, Council has designated the 4th Tuesday of each month for Council workshops, with an exception in November and December, which typically do not have workshops scheduled due to the holidays.

This schedule does not contemplate the budget workshops that typically occur over the summer months. Those and other workshops and any other necessary special meetings will be scheduled as needed and approved by Council.

Staff has discussed the 2020 budget presentations and offer the following tentative schedule for Council's review:

3/24/2020 - 1st Budget Workshop/Visioning Session
4/28/2020 - CIP Workshop
5/26/2020 - General Fund Workshop
6/23/2020 - CIP/General Fund Workshop #2
7/14/2020 - CIP Concept approval/General Fund review
7/28/2020 - Special Meeting to set the max millage rate
8/25/2020 - Budget wrap up (General Fund & CIP)

9/2020 - 1st and 2nd Readings of Budget TBD

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 11/19/2019
Approved - 11/25/2019
Final Approval - 11/25/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B10a) Approval of Contract award for Lakeside HVAC to General Mechanical Corporation (GMC)

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve contract award and 10% contingency budget and authorize the Mayor and City Clerk to execute the associated documents, subject to City Attorney approval of final draft.

SUMMARY: Three bids were opened on 11/7/19 for the HVAC replacement and incidental work at the Lakeside Community Center. The apparent low bidder was General Mechanical Corporation (**GMC**) for a bid price of \$204,823.00 and alternate one for the surge protector on the controls of \$1,105.00 bringing the total cost to **\$205,928.00**. The work is scheduled to take 60 days from notice to proceed to substantial and an additional 30 days to final. Staff is asking council to approve a 10% contingency budget authority of \$20,593.00 since this is a remodel project. The project will begin on January 2, 2020. This bid came in well under budget and is funded in QPC 073.

Staff recommends approval

Project No.: QPC073 Funding Account No.: 317-1000-519-6397

Presenter: Susan Lovallo

ATTACHMENTS:

1.	ITB 19-33 LAKESIDE HVAC CEILING REPLACEMENT Final 09.19.2019	ITB 19-33 LAKESIDE HVAC CEILING REPLACEMENT Final 09.19.2019.pdf
2.	Addendum 1 ITB 19-33 LAKESIDE HVAC and CEILING REPLACEMENT Final 10.28.2019	Addendum 1 ITB 19-33 LAKESIDE HVAC and CEILING REPLACEMENT Final 10.28.2019.pdf
3.	Addendum 2 ITB 19-33 LAKESIDE HVAC and CEILING REPLACEMENT Final 11.06.2019	Addendum 2 ITB 19-33 LAKESIDE HVAC and CEILING REPLACEMENT Final 11.06.2019.pdf
4.	Bid Tabulation Sheet 11.07.2019	Bid Tabulation Sheet 11.07.2019.pdf
5.	Certificate of Insurance for Workers Compensation	Certificate of Insurance for Workers Compensation.PDF
6.	Affidavit Regarding Workers Compensation	Affidavit Regarding Workers Compensation.PDF

7.	DJDesign Recommendation	DJDesign Recommendation.pdf
8.	NOTICE OF INTENT TO AWARD	NOTICE OF INTENT TO AWARD.pdf
9.	GMC Proposal	GMC Proposal.pdf
10.	GMC Proposal	GMC Proposal.pdf

Susan Lovallo	Created/Initiated - 11/11/2019
Susan Lovallo	Approved - 11/11/2019
Scott Neils	Approved - 11/11/2019
Matthew Jones	Approved - 11/25/2019
Jake Johansson	Approved - 11/25/2019
Robin Fenwick	Final Approval - 11/25/2019

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

LAKESIDE HVAC and CEILING REPLACEMENT INCIDENTAL WORK



ITB #19-33

City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent

Release Date: October 1, 2019

Bid Due Date and Time: November 7, 2019 at 1:30 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 #19-33

LAKESIDE HVAC, CEILING REPLACEMENT and INCIDENTAL WORK

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-33 LAKESIDE HVAC, CEILING REPLACEMENT and INCIDENTAL WORK. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **1:30 P.M. on November 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 **10:00 A.M.** (local time) on **October 15, 2019** and an Optional Pre-Bid Meeting and Site Visit following the Pre-Bid Conference at **10:00 A.M.** (local time) on **October 17, 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 either 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 to acquiring the services to remove existing HVAC units and replace with new units to include all materials, controls, electrical, ceiling finishes, disposal and all incidental work required. Project must begin January 2, 2020 due to building schedule.*

All Bidders shall be a commercial contractor entity licensed to do business in the State of Florida and to 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 contractor/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 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# 19-33 LAKESIDE HVAC and CEILING REPLACEMENT INCIDENTAL WORK"** in the subject line. Last day for questions is **October 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.

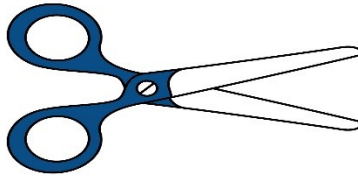
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

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 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 #19-33 LAKESIDE HVAC AND CEILING REPLACEMENT INCIDENTAL WORK"**

David Van Valkenburgh – Purchasing Agent
Legal Ad - One Time – October 1, 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 #19-33

BID TITLE:

**LAKESIDE HVAC & CEILING RELACEMENT
INCIDENTAL WORK**

DUE DATE/TIME:

November 7, 2019 at 1:30 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**

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 **commercial general contractor** (contractor/vendors) for the provision ***LAKESIDE HVAC, CEILING REPLACEMENT and INCIDENTAL WORK. Remove existing HVAC units and replace with new units to include all materials, controls, electrical, ceiling finishes and disposal. Project must begin January 2, 2020 due to building schedule.***

Bidders must be a commercial contractor 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 (contractor/vendors) 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:October 1, 2019
Mandatory Pre-Bid ConferenceOctober 15, 2019 at 10:00 A.M.
Optional Pre-Bid Meeting.....October 17, 2019 at 10:00 A.M.
Deadline for Questions:October 24, 2019 by 5:00 P.M.
Final Addendum Posting:October 31, 2019 by 5:00 P.M.
Bids Due:November 7, 2019 by 1:30 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 contractor/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 Contractor/Vendor
- d) Address of Contractor/Vendors

Due to the timing of mail service, the City cautions Contractor/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.

Contractor/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, Contractor/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 Contractor/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 Bidders must attend either one of the meetings.** All attendees to the Mandatory Pre-Bid Conferences and site visit must sign in. The representative of each Contractor shall be an authorized employee of the company 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 #19-33 LAKESIDE HVAC AND CEILING 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
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. Contractor/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 Contractor/Vendor’s responsibility to be sure all correct number of addenda was received. The Contractor/Vendors should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Contractor/Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Contractor/Vendors 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 Contractor/Vendors or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Contractor/Vendors or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Contractor/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. Contractor/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/Vendors shall be commercial contractor and licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Contractor/Vendors must be a commercial contractor 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.

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 Contractor/Vendors 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 Contractor/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 Contractor/Vendors 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 Contractor/Vendors must indicate those exceptions as stated on the Contractor/Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Contractor/Vendors 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 Contractor/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. Contractor/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 Contractor/Vendors 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 Contractor/Vendor's litigation history information in its review and determination of responsibility. All Contractor/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 Contractor/Vendors, any parent or subsidiary of the Contractor/Vendors, or any predecessor organization. If the Contractor/Vendors 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 Contractor/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 Contractor/Vendor's debarment history information in its review and determination of responsibility. All Contractor/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 Contractor/Vendors, any parent or subsidiary of the Contractor/Vendors, or any predecessor organization. If the Contractor/Vendors 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 Contractor/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 CONTRACTOR/VENDORS 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 Contractor/Vendors 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 Contractor/Vendors must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Contractor/Vendors 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, DRAWINGS, SPECIFICATIONS AND REQUIREMENTS

Remove existing HVAC units and replace with new units to include all materials, controls, electrical, ceiling finishes and disposal. Project must begin January 2, 2020 due to building schedule.

Drawings, Specifications and Requirements:

<https://portorange.sharepoint.com/:f:/g/pch/EtnEetrZlotCnMwYcOsDJB4BgPOczkzEPjPBVE1s26DuNg?e=bnHTVM>

See document:

“Attachment A” ITB 19-33 Bid Set - Drawings and Specifications for LAKESIDE HVAC CEILING REPLACEMENT”

See also link for documents:

You can find in City of Port Orange website

<https://www.port-orange.org/bids.aspx>

End of Scope of Work

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that 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".)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the 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 City 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.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

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 written 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.

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.

REPAIR OF DAMAGES:

It is the Contractor's responsibility to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified immediately and shall inspect the repairs upon completion.

SAFETY:

Contractor shall comply with all applicable OSHA, State of Florida Safety Regulations and comply with all safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

Working hours are 7am- 5pm Monday through Friday, a working superintendent must be on site at all time, no smoking with in 25" of building, contractor is responsible for quantity take offs, field measurements and means and methods. Contractor must supply portable toilets, All debris generated by project is to be removed daily. Disposal of materials will conform to applicable codes and ordinances and placed in licensed landfill or similar disposal site. Existing dumpsters are not to be used by contractor or subs.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left on City premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash, construction debris and cleaned every day.

CONTRACT TERM:

The term of the contract shall be from the notice to proceed. The desired substantial completion will be sixty (60) days and ten (10) calendar days for final completion.

No subcontractor is allowed with written approval from the City of Port Orange.

TIME-LINE:

- A. Notice of Intent Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by Public Works
- C. Start Date and Time: TBD by Public Works
- D. Substantial Completion Time: Not to exceed sixty (60) days from the date of the Notice to Proceed.
- E. Final Completion Time: Not to exceed ten (10) days from the date of the Notice to Proceed.

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.

LICENCES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

[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 – Local Business Affidavit of Eligibility
- _____ Form 7.11 – Certificate as to Corporate Principal
- _____ Form 7.12 – Listing of Subcontractors
- _____ 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.”

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)

(NAME OF ORGANIZATION) and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

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)

(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 7.7 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List 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.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.10 – 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 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.12 – 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 Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1 HVAC contractor

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2 Electrical contractor

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3 Ceramic Tile

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4 Painting Contractors

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5 OTHER

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

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 # 19-33			
LAKESIDE HVAC CEILING REPLACEMENT and INCIDENTALS			
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:
BID PROPOSAL PRICING			
ITEM #	DESCRIPTION	COST	
1	Remove & Replace HVAC Unit per SOW	\$0.00	
2	Alternative Pricing: Surge Protector on the controls	\$0.00	
	TOTAL PRICE with Alternative Pricing	\$0.00	
A	Confirm the number of calendar days to complete upon receipt of PO:		Days
B	Warranty for Labor:		Years
C	Warranty for Materials:		Years
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: N/A

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.

LEGAL NOTICE OF COPYRIGHT

**YOU MAY NOT USE, COPY, MODIFY, OR
TRANSFER AIA DESIGN AND
CONSTRUCTION RELATED DOCUMENTS, OR
ANY COPY, MODIFICATION OR MERGED
PORTION, IN WHOLE OR IN PART, EXCEPT AS
DULY LICENSED BY THE AMERICAN INSTITUTE OF ARCHITECTS.
REPRODUCTION OF AIA 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. UNAUTHORIZED
REPRODUCTION, DISTRIBUTION, OR USE OF ANY PORTION OF IT,
MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES, AND
WILL BE PROSECUTED TO THE MAXIMUM EXTENT POSSIBLE
UNDER THE LAW.**

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☐ [« »] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

« »

« »

« »

« »

« »

« »

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

« »

« »

« »

« »

« »

« »

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

<< >>

[< >] The Sustainability Plan:

Title	Date	Pages

[< >] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

<< >>

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

<< >><< >>

(Printed name and title)

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)

for the following PROJECT:
(Name and location or address)

<< >>
<< >>

THE OWNER:
(Name, legal status and address)

<< >><< >>
<< >>

THE ARCHITECT:
(Name, legal status and address)

<< >><< >>
<< >>

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or a Separate Contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



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

November 7, 2019

purchdiv@port-orange.org

ITB# 19-33 LAKESIDE HVAC and CEILING 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 October 1, 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:

Revised 10/10/2019 new Specification have been uploaded into Demand Star and City Port Orange Website:

"Revised Attachment A ITB 19-33 Bid Set - Drawings and Specifications for LAKESIDE HVAC CEILING REPLACEMENT Revised 10.10.2019"

C. QUESTIONS AND ANSWERS:

Question 1. **What is the engineer's budget estimate?**

Answer: **The annual estimated expenditure budgetted amount is \$400,000**

Question 2. **What are the liquidated damages?**

Answer: **\$200/day**

Question 3. **How many days for Substantial completion & Final completion?**

Answer: **That info is in the ITB**

Question 4. **Are there any union requirements?**

Answer: **No**

Question 5. Please clarify the following:

- **Drawing A1.0, General Note #11 states: “Verify all sprinkler coverage with new layout and add heads as required for complete coverage. Fire sprinkler contractor shall provide as-built drawings of final sprinkler head locations for record.”**
 - Does this general note only pertain to the penthouse where the AHU’s and ductwork are getting reconfigured or does this pertain to the entire facility?
 - For either case, please provide the amount of heads the City is anticipating being moved so bidders are bidding apples to apples.
 - If no heads are moved or added during construction please confirm as built drawings will not be required.

Answer: There are no sprinkler heads being added or subtracted unless they interfere with either the demolition work in the Mechanical Room or the new mechanical duct lay-out. In either case, it will be unknown until demolition/construction commences. Additionally, any such changes will need to be noted on the “As-Built” drawings.

Question 6. After patching and replacing portions of removed GWB ceilings is the contractor required to paint the entire ceiling to match or can we paint only the patched section?

Answer: General Note #6 on Sheet A1.0 reads: *Paint all new surfaces as scheduled and as required to assure a uniform appearance.*

General Note #3 on Sheet A1.1 reads: *Re-paint all GWB ceiling surfaces, soffits, coffers, etc.* yes they must paint the entire surface.

Question 7. What restroom and toilets will the contractors be allowed to use?

Answer: Inside restrooms and toilets, the contractors will need to keep them clean and make sure they are clean when completing the job

Question 8. What is the requirements for Materials removal and dumpster use and is there a place to drop a dumpster?

Answer: All materials need to be removed daily and the dumpster that are there are for the City use only, contractors will need to provide their own and the City will provide a place to drop a dumpster.

Question 9. The HVAC is going to be prime contractor and then the electrical, the electrical contractors will work under the HVAC?

Answer: No, the General contractor is the prime

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

In all other respects, except as specifically stated herein, the subject ITB 19-33 remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 2

November 7, 2019

ITB# 19-33 LAKESIDE HVAC and CEILING 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 October 1, 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 1a: Please clarify the following as it relates to the subject project:

Drawing A1.1, General Note #1, in part states to replace ceiling panels to match existing grid. Please clarify if both the ceiling tiles and the grid system get replaced or just the ceiling tiles.

Answer 1a Refer to the project documents.

Questions 1b: Who has the existing HVAC controls in this facility?

Answer 1b There is no localized control system, we control with thermostat on the wall.

Question 1c: Can an approx. amount be provided of the bulbs that are faulty and will need to be replaced so all bidders are bidding apples to apples? Please provide the type of bulbs to be replaced.

Answer 1c Refer to the project documents.

Question 2a: Please clarify the following as it relates to the subject project:

It has been brought to my attention direct from Greenheck that the Exhaust Fan scheduled does not come in 1.5HP, 115V, 1ph but only comes in 2HP, 208/230, 1ph. Please clarify how you'd like the bidding contractors to proceed.

Answer 2a Provide quote based on available materials

Question 2b: Is there adequate electric to facilitate a 208/230 1ph EF? Please provide clarification as to which panel, breaker, panel location, etc.

Answer 2b Per the panel schedule for P2, there are plenty of available 20A/1-pole spare circuit breakers. Remove spare breakers from slots 35 and 37. Provide 30A/2-pole circuit breaker is P@-35:37. KAIC rating shall match existing. Provide 2#10, 1#10G, ¾" c.

Question 3: As per today's site visit for the above referenced project, please see the below RFI's.

Drawing M-101 (Flag Note #3) provides a description for the new refrigerant piping for the new AC Units. Is it allowable to attach the new refrigerant pipe the existing exterior wall with a pipe enclosure and elbow into the building at the upper level? The site visit proved that finding a desirable routing for the new refrigerant piping is difficult especially if the desired installation location as shown on M-101 (lower level) is not negotiable.

Answer Pipe routing shall be attached to exterior of the building and same shall be protected with a painted metal cover.

Question 4: Will any existing rooms need temporary cooling while the system is being demolished?

Answer The building will not be operational during construction.

Question 5: Please confirm that cutting and patching the existing concrete walkway to install the new buried refrigerant pipe is allowable.

Answer Existing pavement may be cut to provide routing of refrigerant/condensate piping, but shall be returned to serviceable condition at project completion.

Question 6: Please clarify the following:

The basis of design ERV can be ordered broken down into two smaller modules. The smallest module will measure approx. 40"x 60"x 88" as shown in the attachment. The doorway on the ground floor leading to the upper level mechanical room measures 32". This is without removing the door from the hinges, and approx. 35" with the door removed. What was the original intent on how to get the ERV into the space? The unit manufacturer will not warrant the equipment if the it is broken down further than as it was shipped, and cannot confirm that it can in fact be broken down any further

Custom Configuration Cores Stacked Vertically

# CORES	MODEL #	A	B	C	D
2	D2i - FSE	29.18	26.72	23.57	10
3	D3i - FSE	41.52	39.06	35.91	15
4	D4i - FSE	53.87	51.41	48.26	21
5	D5i - FSE	66.21	63.75	60.60	27
6	D6i - FSE	78.55	76.09	72.94	33
7	D7i - FSE	90.9	88.44	85.29	39
8	D8i - FSE	103.24	100.78	97.63	45
9	D9i - FSE	115.59	113.13	109.98	51

NOTES:

SYSTEM IS INTENDED FOR INDOOR USE ONLY

OA - OUTSIDE AIR INTAKE

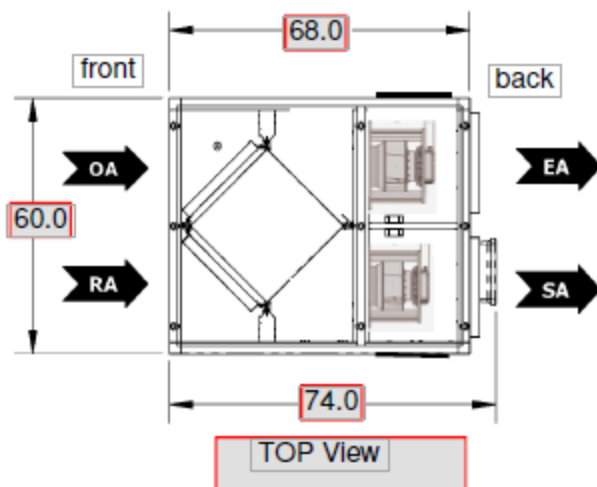
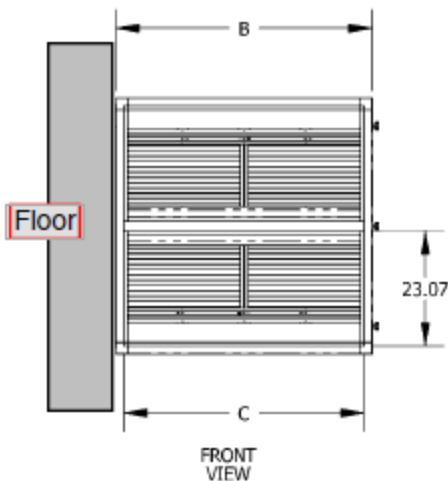
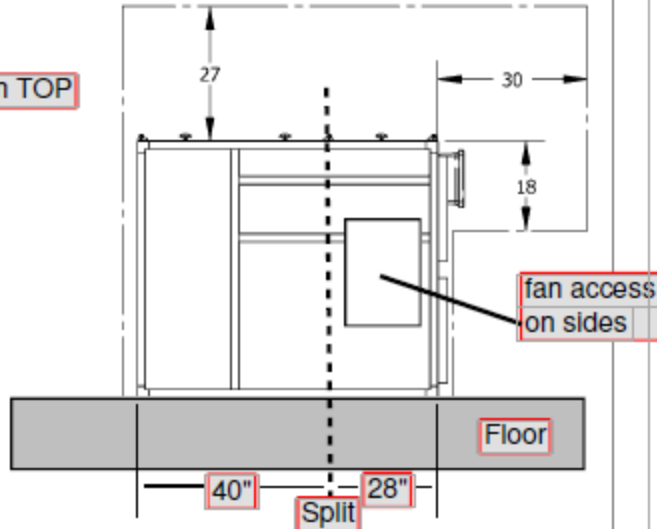
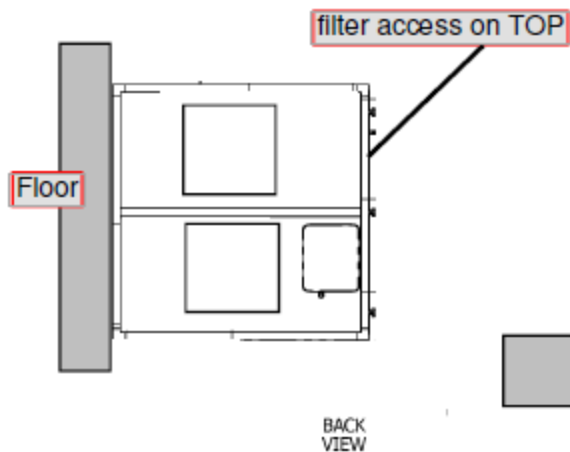
SA - SUPPLY AIR EXIT

RA - RETURN AIR INTAKE

EA - EXHAUST AIR EXIT

OA & RA INPUTS CAN BE SWITCHED UPON REQUEST,
CAUSING SA & EA TO REVERSE POSITIONS

D4i-FSE-xSHHHH MODEL PICTURED



* THESE DIMENSIONS ARE REDUCED TO 2.00 FOR THE D2i-FSS-xSHHHH MODEL

SIZE A	REV. 1	MODIFIED 11/10/2006	INDOOR SYSTEM - EXTENDED DUCT OPENINGS	MODEL Dxi - FSE - xSHHHH
DO NOT SCALE DRAWING			DIMENSIONS IN INCHES	

Answer Drawings included in your email shows 7-cores D-series ERV with motors and fans. But the basis of the design unit is passive (without fans and motor) 6-core ERV box from G series of the same manufacturer. The size of that unit is about 26"x 33"x 96" what should allow delivering through the doors without breaking in pieces.

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

In all other respects, except as specifically stated herein, the subject ITB 19-33 remains unchanged.

END OF ADDENDUM NO. #2

		OPENING DATE/TIME: 11/07/2019 @ 1:30PM Bid Tabulation ITB #19-33 Lakeside HVAC Ceiling Replacement & Incidentals					
		Air Mechanical & Service Corp		General Mechanical Corp		A G Pifer Constrution Co	
		Tampa, FL		Milwaukee, WI		Daytona Beach FL	
ITEM #	DESCRIPTION	COST		COST		COST	
1	Remove & Replace HVAC Unit Per SOW	\$ 328,000.00		\$ 204,823.00		\$ 327,415.00	
2	Alternative Pricing: Surge Protector on the Controls	\$ 1,260.00		\$ 1,105.00		\$ 1,210.00	
	TOTAL PRICE WITH ALTERNATIVE PRICING:	\$ 329,260.00		\$ 205,928.00		\$ 328,625.00	
A	Number of calendar days to complete upon receipt of PO:	DAYS:	60	DAYS:	60	DAYS:	90
B	Warranty for Labor:	YEARS:	1	YEARS:	1	YEARS:	1
C	Warranty for Materials:	YEARS:	1	YEARS:	1	YEARS:	1 materials (5 years Compressor)
	Required Forms Submitted:	YES		YES		YES	
	Bid Bond Submitted:	YES		YES		YES	
	Responsive & Responsible Bidder:	YES		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

**CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION**

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed 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 is to certify that _____, Company has
issued to _____, of the City of _____,
State of _____, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. _____
Effective on _____, 20____, and expiring on _____, 20____.
Description of limits: _____

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the _____ in writing thirty (30) days prior to cancellation of policy.

WITNESS:

By: _____

Name: _____

INSURANCE COMPANY:

Company: _____

By: _____

Name/Title: _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

Sworn to and subscribed before me this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

Notary Public Printed Name

Lovallo, Susan

From: Dana Smith <DSmith@djdesigninc.com>
Sent: Friday, November 8, 2019 3:11 PM
To: Lovallo, Susan; Flagg, Frank; Abbate, Barbara; Cockcroft, Kynah
Cc: Jim Wachtel; victord@cdeco.com; Steve Steven; Brian Williams
Subject: RE: [EXT] Port Orange Lakeside Pavilion-HVAC

Susan,

While I'm not entirely comfortable with the optics of this bid, we have given **General Mechanical Corporation** ample opportunity to check and re-check their bid numbers. Mark Berrios said that he'd reviewed the numbers with his boss, Joe Roche and with the staff that will be completing the work on-site. He admitted that he was, at first skeptical of the number and a bit alarmed by the differences high to low, but he has now unequivocally confirmed that their bid is complete in every way.

As I said on the telephone the other day, they did complete the renovation of the Daytona Beach Bandshell satisfactorily and are working with us on a Volusia County Sheriff's Training Facility HVAC upgrade.

That said, and unless there are inconsistencies in the bid form, I can't see any reason not to award them the job.

Dana M. Smith, Architect

Principal

DJdesign Services, Inc.

913 North Nova Road, Holly Hill FL 32117

(386) 255-6987 office

<http://www.djdesigninc.com>

From: Lovallo, Susan <slovallo@port-orange.org>
Sent: Friday, November 08, 2019 2:53 PM
To: Dana Smith <DSmith@djdesigninc.com>
Subject: RE: [EXT] Port Orange Lakeside Pavilion-HVAC

Ok thanks Dana. Can you provide me a recommendation? Are you comfortable with this?

From: Dana Smith <DSmith@djdesigninc.com>
Sent: Friday, November 8, 2019 2:16 PM
To: Lovallo, Susan <slovallo@port-orange.org>; Flagg, Frank <fflagg@port-orange.org>; Abbate, Barbara <babbate@port-orange.org>; Cockcroft, Kynah <Kcockcroft@port-orange.org>
Cc: Jim Wachtel <jim@djdesigninc.com>; victord@cdeco.com
Subject: [EXT] Port Orange Lakeside Pavilion-HVAC

Susan,

I just completed a call with Mark Berrios at **GMC**. He went over the drawings, specifications, all the addenda; checked his subcontractor and supplier prices and confirmed that they could complete the project for the bid offered. I also left a message on Frank's mobile to let him know what I found out. Call me if you have questions, I'll be here late.

Thanks,

Dana M. Smith, Architect

Principal

DJdesign Services, Inc.

913 North Nova Road, Holly Hill FL 32117

(386) 255-6987 office

<http://www.djdesigninc.com>



NOTICE OF INTENT TO AWARD

ITB #19-33 LAKESIDE HVAC and CEILING REPLACEMENT INCIDENTAL WORK November 11th, 2019

On November 7th, 2019 Purchasing received Three (3) proposals for ITB #19-33 LAKESIDE HVAC and CEILING REPLACEMENT INCIDENTAL WORK

After review of the proposals submitted, City Staff has made its recommendation to award to the lowest bidder, General Mechanical Corporation for Total Price with Alternatives \$205,928.

Recommendation to award will be presented for City Council approval on December 3rd, 2019.

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



PROPOSAL PRESENTED TO THE
City of Port Orange Purchasing Division
For The
LAKESIDE HVAC, CEILING
REPLACEMENT and INCIDENTAL WORK
ITB #19-33

COPY

Bid Date: November 7, 2019
Bid Time: 1:30 PM

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 – Local Business Affidavit of Eligibility
- ☒ Form 7.11 – Certificate as to Corporate Principal
- ☒ Form 7.12 – Listing of Subcontractors
- ☒ 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: General Mechanical Corporation
Name of Business

Authorized Signature Francine Skenandore, J. D., Contracts Manager
November 7, 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.

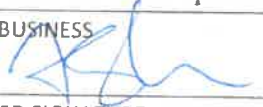
I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested 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):

<u>General mechanical Corporation</u>	<u>418 N. Segrave St. Suite B</u>
NAME OF BUSINESS	MAILING ADDRESS
	<u>Daytona Beach, FL 32114</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>Francine Skenandore, J. D., Contracts Manager</u>	<u>386-255-5222 / 386-258-8924</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>59-3363980</u>	<u>Jroche@gmcfll.com</u>
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS
STATE OF <u>WISCONSIN</u> COUNTY OF <u>MILWAUKEE</u>	

The foregoing instrument was acknowledged before me this day of November 7, 2019 by Francine Skenandore, J.D. Contracts, who is personally known to me or who has produced ad identification and who did take an oath. Manager

My Commission Expires: March 6, 2020


Notary Public Katherine A. Graef

This document must be completed and returned with your Submittal

NOTARY PUBLIC
STATE OF WISCONSIN

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: 11/7/2019 Addendum # _____ Date: _____

Addendum # 2 Date: 11/7/2019 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."

General Mechanical Corporation

Name of Business

By: [Signature]

Printed Name: Francine Skenandore J. D.

Title: Contracts Manager

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Sworn to (or affirmed) and subscribed before me this 7th day of November, 2019, by Francine Skenandore, J.D., as Contracts Manager of

(NAME)

(TITLE)

General Mechanical Corporation

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Wisconsin

Printed, typed or stamped name, commission and expiration:

Katherine A. Graef

Commission Expires March 6, 2020

This document must be completed and returned with your Submittal

KATHERINE A. GRAEF
NOTARY PUBLIC
STATE OF WISCONSIN

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.

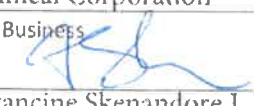
In order to have a drug-free workplace program, a business shall:

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.

General Mechanical Corporation

Name of Business

By: 

Printed Name: Francine Skenandore J. D.

Title: Contracts Manager

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Sworn to (or affirmed) and subscribed before me this 7th day of November, 2019, by
Francine Skenandore, J.D., as Contracts Manager of

(NAME)

(TITLE)

General Mechanical Corporation

(NAME OF ORGANIZATION)

and who:

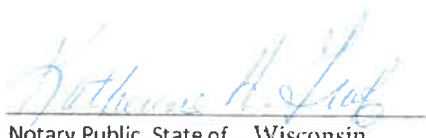
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

KATHERINE A. GRAEF
NOTARY PUBLIC


Notary Public, State of Wisconsin

Printed, typed or stamped name, commission and expiration:

Katherine A. Graef

Commission Expires March 6, 2020

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 Francine Skenandore J. D., who, being by me first duly sworn, made the following statement:

1. The business address of General Mechanical Corporation (name of Offeror or business) is 418 N. Segrave St. Suite B, Daytona Beach, FL 32114
2. My relationship to General Mechanical Corporation (name of Offeror or business) is Contracts 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 N/A. 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.)

General Mechanical Corporation

Name of Business

By: [Signature]

Printed Name: Francine Skenandore J. D.

Title: Contracts Manager

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Sworn to (or affirmed) and subscribed before me this 7th day of November, 2019, by Francine Skenandore, J.D., as Contracts Manager of General Mechanical Corporation and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

KATHERINE A. GRAEF
NOTARY PUBLIC

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Wisconsin

Printed, typed or stamped name, commission and expiration:

Katherine A. Graef

Commission Expires March 6, 2020

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: General Mechanical Corporation

SIGNED BY: Francine Skenandore, J. D.

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

PRINTED SIGNATURE: Francine Skenandore

TITLE: Contracts Manager

ADDRESS: 418 N. Segrave St. Suite B,

CITY: Daytona Beach STATE: Florida ZIP CODE: 32114

TELEPHONE: 386-255-5222 FAX: 386-258-8924

COMPLETION TIME: 60 days

F.E.I.N. NUMBER: 59-3363980

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>
<u>Francine Skenandore, J. D.</u>	<u>Contracts Manager</u>	<u>414-257-4200</u>
<u>Cynthia Shaw, J.D.</u>	<u>Vice President, Contracts</u>	<u>414-257-4200</u>
<u>Heather Cotey</u>	<u>Corporate Secretary</u>	<u>414-257-4200</u>
<u> </u>	<u> </u>	<u> </u>



(Authorized Signature)

Francine Skenandore, J. D., Contracts Manager

(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 7.7 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. General Mechanical Corporation
- B. Permanent main office address. 418 N. Segrave St. Suite B, Daytona Beach, FL 32114
- C. Date organized. 02/23/1996
- 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? 23
- 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. General Contractor / Mechanical Contractor
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached
- K. List your major equipment currently owned or leased. See Attached
- L. Experience in work similar to this type of project. See Attached
- M. Background and experience of the principal members of your organization, including the officers. See Attached
- N. Credit currently available: \$ 5,000,000.00
- O. Give bank reference: BMO Harris Bank, Tony Leach, Senior Vice President 414-765-7684
- 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.

General Mechanical Corporation

Name of Business

By: 

Printed Name: Francine Skenandore, J. D.

Title: Contracts Manager

STATE OF WISCONSIN

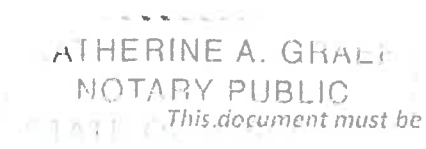
COUNTY OF MILWAUKEE

Sworn to (or affirmed) and subscribed before me this 7th day of November, 2019, by
Francine Skenandore, J.D., as Contracts Manager
of General Mechanical Corporation and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.


KATHERINE A. GRAEF
NOTARY PUBLIC


Notary Public, State of Wisconsin

Printed, typed or stamped name, commission

and expiration: Katherine A. Graef, Commission Expires

This document must be completed and returned with your Submittal March 6, 2020

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: The School Board of Volusia County Florida
Contact Person: Todd Donlick
City, State: Ormond Beach, Florida
Telephone Number: (386) 566-7169
Email Address: toddd@amweigel.com
Description of goods or services provided: Pine Trail Elementary School HVAC, Ceiling, & Lighting This project included HVAC, ceiling, and lighting renovation for Buildings 1 to 12 and the addition of AHU mechanical rooms. GMC installed new electrical equipment, lighting and a 4-pipe HVAC system including a new 500-ton chiller
Contract Amount: \$3,360,000.00
Start/End Date of Contract: May 2nd 2016 - August 9th 2017
2. Company Name: The School Board of Volusia County
Contact Person: Thomas Brown
City, State: Deltona, Florida
Telephone Number: (386) 527-6089
Email Address: tbrown@volusia.k12.fl.us
Description of goods or services provided: Friendship Elementary Building 4 HVAC Upgrade, Ceiling & Lighting This construction management project was an HVAC upgrade including ceilings, lighting, demolition, concrete, masonry, doors & frames, drywall, epoxy flooring, paint, stucco, plumbing and electrical work.
Contract Amount: \$909,188.00
Start/End Date of Contract: April 12th 2016 - September 4th 2016
3. Company Name: The School Board of Volusia County
Contact Person: David McCarty
City, State: DeLand Florida
Telephone Number: 386-947-8786
Email Address: dbmccart@volusia.k12.fl.us
Description of goods or services provided: DeLand High School Upgrade HVAC Bldgs. 10 & 20 This project consisted of HVAC piping including Hydronic water piping, Air Handling Units, Variable Frequency Drives, ductwork & small electrical work.
Contract Amount: \$298,300.00
Start/End Date of Contract: June 12th 2018 - March 26th 2019

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Chuck Coates	386-586-5192	Yes	2-3 Years	Flagler Auditorium – Restroom Reno. & Office Space Addition The design and detail of a new office structure (approximately 2500 sq. ft.) and auditorium restroom expansion.
2	Jacob Nagib	386-425-4806	Yes	20 Years	HHMC NICU Level II Renovations Renovation and expansion of the active NICU. GMC followed a Level IV ICRA. GMC performed demolition and installed new electrical, HVAC, medical gases, headwalls, equipment, plumbing and all new finishes.
3	Joe Piper	386-671-8608	Yes	2-3 Years	Daytona Beach Bandshell – Phase II Renovation - Renovation of performers dressing rooms and bathrooms including bathroom fixtures/ plumbing, new walls, painting, tiles, ductwork and hydronic piping. Installation of new chiller, air handler, electric duct heater, fan coil units, updated fire alarm and some minor electrical.

This document must be completed and returned with your Submittal.

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB # 19-33BUSINESS NAME: General Mechanical CorporationCONTACT PERSON/TITLE: Joseph T. Roche Business Unit LeaderMAILING ADDRESS: 418 N. Segrave St. Suite B,CITY-STATE-ZIP: Daytona Beach, FL 32114Length of Time at Address Provided: 23 YearsPhysical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☒ Locally Owned ~~Franchise~~ OfficeAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 59-3363980BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 386-255-5222 FAX: 386-258-8924EMAIL: Jroche@gmccfl.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

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

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Francine Skenandore, J. D. who, after being sworn according to law, stated that he or she was authorized to represent General Mechanical Corporation 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

Katherine A. Graef
SIGNATURE OF NOTARY PUBLIC Katherine A. Graef

THIS 7th DAY OF November, 2019My Commission Expires: March 6, 2020

Francine Skenandore, J.D.
SIGNATURE OF AFFIANT DATE 11/7/2019

Francine Skenandore, J.D., Contracts Manager

PRINTED NAME OF AFFIANT / TITLE

General Mechanical Corporation

COMPANY

NOTARY SEAL

KATHERINE A. GRAEF
NOTARY PUBLIC
STATE OF WISCONSIN

This document must be completed and returned with your Submittal

FORM 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Heather Cotey, certify that I am the Corporate secretary of the corporation named as Principal in the within Bid Bond; that Cynthia Shaw, J.D., Vice President, Contracts, 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.

Heather Cotey
Signature Heather Cotey

AFFIX CORPORATE SEAL



This document must be completed and returned with your Submittal

FORM 7.12 – 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 Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1 HVAC contractor

Name: Genral Mechanical Corporation (Self Perform)

Description of Work: HVAC Work

Percent of Contract Price: _____

Previous Experience Together: Yes/No N/A

Subcontractor No. 2 Electrical contractor

Name: Giles Electric Company, Inc.

Description of Work: Electrical Work

Percent of Contract Price: 13.68%

Previous Experience Together: Yes/No Yes

Subcontractor No. 3 Ceramic Tile

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4 Painting Contractors

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5 OTHER Controls

Name: Automated Building Controls

Description of Work: HVAC Controls

Percent of Contract Price: 13.08%

Previous Experience Together: Yes/No Yes

This document must be completed and returned with your Submittal

FORM 7.12 – LISTING OF SUBCONTRACTORS CONTINUED

Subcontractor No. 6: Other

Atlantic Insulation

Description of Work: HVAC Insulation

Percent of Contract Price: 5.18%

Previous Experience Together: Yes/No Yes

BID COST/FEE PROPOSAL

 "ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-33 LAKESIDE HVAC CEILING REPLACEMENT and INCIDENTALS 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.		
General Mechanical Corporation <u>Joseph T. Roche, Business Unit Leader</u> <u>jroche@gmcfl.com</u> <u>Francine Skenandore, J.D., Contracts Manager</u>		NAME OF BUSINESS: CONTACT PERSON: EMAIL ADDRESS: AUTHORIZED NAME: AUTHORIZED SIGNATURE:
BID PROPOSAL PRICING		
ITEM #	DESCRIPTION	COST
1	Remove & Replace HVAC Unit per SOW	\$204,823.00
2	Alternative Pricing: Surge Protector on the controls	\$1,105.00
TOTAL PRICE with Alternative Pricing		\$205,928.00
A	Confirm the number of calendar days to complete upon receipt of PO:	60 Days
B	Warranty for Labor:	1 Years
C	Warranty for Materials:	1 Years
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. 3

KNOW ALL MEN BY THESE PRESENTS that _____ General Mechanical Corporation, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 418 N. Segrave Street, Daytona Beach, FL 32114, Tel.: 386-255-5222, (hereinafter called "PRINCIPAL"), and Westchester Fire Insurance Company, _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 436 Walnut Street, P.O. Box 1000, Philadelphia, PA 19106, Tel.: 215-640-1000 (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 Greatest Amount Bid _____ dollars and (N/A)/100 (\$ 5% G.A.B.), 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 November 7, 2019, for:

Project Name / Bid No.: ITB #19-33 - Lakeside HVAC and Ceiling Replacement and Incidental Work

Project Address: Lakeside

Legal Description: N/A

Description of Work: Remove Existing HVAC Units and Replace With New Units to Include All Materials, Controls, Electrical, Ceiling Finishes, Disposal and all Incidental Work Require.

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 7th day of November, 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: General Mechanical Corporation

[Signature]
Signature
Vice President, Contracts
Corporate Officer & Title

ATTEST:

[Signature]
Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

[Signature]
[Signature]

SURETY: Westchester Fire Insurance Company

[Signature]
Attorney-in-Fact (signature)
Brent Baldwin, Attorney-in-Fact
Name & Title
William D. Baldwin
Name of Local Resident Agent
5930 Preston View Blvd, Suite 200,
City, State, Zip
Dallas, Texas 75240
Telephone:
A.M. Best No.: 972-644-2688 NAIC No.: N/A

ATTEST:

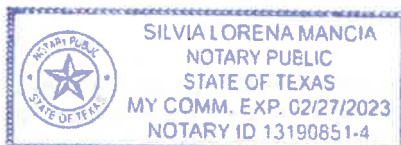
[Signature]
Signature
Lorena Mancía
Corporate Secretary (Affix Corporate Seal)

STATE OF Texas
COUNTY OF Dallas

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

[Signature]
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 7th day of November, 2019, by Brent Baldwin who is personally known to me or who produced Driver License as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Silvia Lorena Mancía

Commission No.: 13190851-4

Commission Expires: 02/27/2023

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

**State of Texas
Claim Notice Endorsement**

To be attached to and form a part of Bond No. N/A.

In accordance with section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim of
The named surety under this bond(s) should be sent to:

**Chubb Surety (Westchester Fire Insurance Company)
436 Walnut Street
Philadelphia, PA 19106-3703
(800) 357-4473**

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Blaine Allen, Brent Baldwin, Brock Baldwin, William D. Baldwin, Brady K. Cox, Russ Frenzel and Michael B. Hill of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 12th day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 12th day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

7th day of November, 2019

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Contracts on Hand

Project Name: Volusia County Sheriff Training Facility HVAC Replacement
Owner: The County of Volusia
Contact Name: Jose Alvarez
Phone Number: 386-248-1760 ext. 11739
Architect: DJ Design, Inc. Architects & Planners
Contract Amount: \$149,730.00
Estimated Completion: 02/2020

Project Name: Seabreeze High School Upgrade Chilled Water Plant
Owner: School Board of Volusia County Florida
Contact Name: Paul Martino
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group Inc.
Contract Amount: \$1,900,047.00
Estimated Completion: 10/2019

Project Name: Halifax Health Medical Center Laundry Building Modifications
Owner: Halifax Health Medical Center
Contact Name: John Lavin
Phone Number: 386-425-4192
Architect: N/A
Contract Amount: \$300,000.00
Estimated Completion: 11/2019

Project Name: Heritage Middle School Upgrade HVAC Bldgs. 5, 6, & Generator
Owner: School Board of Volusia County Florida
Contact Name: Robert Larkin
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$790,300.00
Estimated Completion: 11/2019



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Important Projects Completed

Project Name:	DeLand High School Upgrade Auditorium Chiller Plant
Owner:	School Board of Volusia County Florida
Contract Amount:	\$480,443.00
Completion Date:	09/2019
Project Name:	Sunrise Elementary Upgrade Cafeteria and Kitchen HVAC
Owner:	School Board of Volusia County Florida
Contract Amount:	\$74,000.00
Completion Date:	07/2019
Project Name:	Embry Riddle Aeronautical University S. Chiller Plant Piping Replacement
Owner:	Embry Riddle Aeronautical University
Contract Amount:	\$446,930.00
Completion Date:	06/2019
Project Name:	Atlantic High School – Renovations for Aquaculture Lab
Owner:	School Board of Volusia County Florida
Contract Amount:	\$233,135.00
Completion Date:	05/2019
Project Name:	Schnebly Center HVAC Replacement
Owner:	City of Daytona Beach
Contract Amount:	\$211,333.00
Completion Date:	03/2019
Project Name:	DeLand High School Upgrade HVAC Bldgs. 10 & 20
Owner:	School Board of Volusia County
Contract Amount:	\$298,300.00
Completion Date:	03/2019
Project Name:	Flagler High School Auditorium
Owner:	School Board of Flagler County
Contract Amount:	\$1,224,636.00
Completion Date:	03/2019
Project Name:	Daytona Beach Bandshell Renovation
Owner:	City of Daytona Beach
Contract Amount:	\$998,891.77
Completion Date:	09/2018
Project Name:	Atlantic High School Chillers & HVAC
Owner:	School Board of Volusia County Florida
Contract Amount:	\$1,613,328.82
Completion Date:	08/2018



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name:	Holly Hill School Chiller Plant
Owner:	School Board of Volusia County Florida
Contract Amount:	\$825,914.00
Completion Date:	08/2018
Project Name:	Indian River Elementary School Cooling Tower Upgrades
Owner:	School Board of Volusia County Florida
Contract Amount:	\$898,300.00
Completion Date:	08/2018
Project Name:	Volusia Courthouse Clock Tower
Owner:	Volusia County
Contract Amount:	\$132,930.00
Completion Date:	07/2018
Project Name:	The Hard Rock Hotel HVAC
Owner:	900 North Atlantic Ave., LLC
Contract Amount:	\$2,550,000.00
Completion Date:	05/2018
Project Name:	Ocean Center AHU Replacement
Owner:	A.M. Weigel Construction, Inc.
Contract Amount:	\$3,029,953.00
Completion Date:	05/2018
Project Name:	South Daytona Elementary
Owner:	School Board of Volusia County Florida
Contract Amount:	\$683,301.00
Completion Date:	05/2018
Project Name:	HHMC Chilled Water Bypass
Owner:	Halifax Health Medical Center
Contract Amount:	\$438,349.00
Completion Date:	04/2018
Project Name:	FH Bert Fish Memorial
Owner:	Florida Hospital Fish Memorial
Contract Amount:	\$37,300.00
Completion Date:	01/2018
Project Name:	Port Canaveral Solar Tree
Owner:	FPL Energy Services, Inc.
Contract Amount:	\$150,910.82
Completion Date:	12/2017
Project Name:	HHMC Boiler Replacements
Owner:	Halifax Health Medical Center
Contract Amount:	\$1,737,878.00
Completion Date:	10/2017



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name:	Atlantic High School HVAC Building 5
Owner:	School Board of Volusia County Florida
Contract Amount:	\$1,116,300.00
Completion Date:	08/2017
Project Name:	Pine Trail Elementary School HVAC, Ceiling, & Lighting
Owner:	School Board of Volusia County Florida
Contract Amount:	\$3,330,000.00
Completion Date:	08/2017
Project Name:	Florida Hospital Altamonte – East Tower
Owner:	Florida Hospital Altamonte
Contract Amount:	\$214,600.00
Completion Date:	04/2017
Project Name:	Tomoka Elementary School HVAC Replacement Bldg. 3 - 8
Owner:	School Board of Volusia County Florida
Contract Amount:	\$608,333.00
Completion Date:	03/2017
Project Name:	FSC M&R Building
Owner:	Florida Southeast Connection, LLC
Contract Amount:	\$469,066.02
Completion Date:	03/2017
Project Name:	New Smyrna Beach HS Locker Room HVAC Upgrade
Owner:	School Board of Volusia County Florida
Contract Amount:	\$60,333.00
Completion Date:	03/2017
Project Name:	Halifax Medical Center Port Orange Chiller Replacement
Owner:	Halifax Health Medical Center
Contract Amount:	\$195,195.00
Completion Date:	10/2016
Project Name:	Friendship Elementary School Bldg. 4 Renovations
Owner:	School Board of Volusia County Florida
Contract Amount:	\$909,188.00
Completion Date:	09/2016
Project Name:	Halifax Medical Center Steamline Replacement (Alt#1)
Owner:	Halifax Health Medical Center
Contract Amount:	\$130,000.00
Completion Date:	08/2016
Project Name:	HHMC Adult Psych Unit 4th Floor Fountain Bldg. Renovations (Bid # 15-61)
Owner:	Halifax Health Medical Center
Contract Amount:	\$1,527,333.00
Completion Date:	08/2016



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name: Westside Elementary School Media Center HVAC Renovations
Owner: School Board of Volusia County Florida
Contract Amount: \$275,333.00
Completion Date: 08/2016

Project Name: Creekside Middle School Bldg. 7 HVAC Upgrades
Owner: School Board of Volusia County Florida
Contract Amount: \$639,000.00
Completion Date: 08/2016

Project Name: New Smyrna Beach Public Library Storefront Renovation
Owner: Volusia County, Florida
Contract Amount: \$117,152.90
Completion Date: 04/2016

Project Name: Port Orange Elementary School Bldg. 1 Auditorium HVAC Renovation
Owner: School Board of Volusia County Florida
Contract Amount: \$87,333.00
Completion Date: 03/2016

Project Name: Halifax Medical Center NICU Level II Renovation
Owner: Halifax Health Medical Center
Contract Amount: \$903,000.00
Completion Date: 03/2016

Project Name: Deland High School Chiller Plant Expansion
Owner: School Board of Volusia County Florida
Contract Amount: \$753,000.00
Completion Date: 02/2016



Major Equipment Currently Owned or Leased

3 Stick Welder - Miller Maxstar 200 STR Stick Welder

2 Welding Generators - Miller Bobcat 225 Kohler / Generator

1 Leased 2019 CHEVY 250 PICKUP



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Experience in Work Similar to This Type of Project

Project Name: DeLand High School Upgrade Auditorium Chiller Plant
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group Inc.
Contract Amount: \$480,443.00
Completion Date: 09/2019

Project Name: Sunrise Elementary Upgrade Cafeteria and Kitchen HVAC
Owner: School Board of Volusia County Florida
Contact Name: Robert Larkin
Phone Number: 386-947-8786
Architect: SGM Engineering Inc.
Contract Amount: \$74,000.00
Completion Date: 07/2019

Project Name: Embry Riddle Aeronautical University S. Chiller Plant Piping Replacement
Owner: Embry Riddle Aeronautical University
Contact Name: Marlon Howell
Phone Number: 386-226-6242
Architect: Salas O'Brien
Contract Amount: \$446,930.00
Completion Date: 06/2019

Project Name: Schnebly Center HVAC Replacement
Owner: City of Daytona Beach
Contact Name: Joe Piper
Phone Number: 386-671-8608
Architect: Simes & Rosch Engineering
Contract Amount: \$211,333.00
Completion Date: 03/2019

Project Name: DeLand High School Upgrade HVAC Bldgs. 10 & 20
Owner: School Board of Volusia County
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$298,300.00
Completion Date: 03/2019

Project Name: Atlantic High School Chillers & HVAC
Owner: School Board of Volusia County Florida
Contact Name: Paul Martino
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group Inc.
Contract Amount: \$1,613,328.82
Completion Date: 08/2018



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name:	Holly Hill School Chiller Plant
Owner:	School Board of Volusia County Florida
Contact Name:	Robert Larkin
Phone Number:	386-947-8786
Architect:	BRPH Architects – Engineers, Inc.
Contract Amount:	\$825,914.00
Completion Date:	08/2018
Project Name:	Indian River Elementary School Cooling Tower Upgrades
Owner:	School Board of Volusia County Florida
Contact Name:	Robert Larkin
Phone Number:	386-947-8786
Architect:	SGM Engineering, Inc.
Contract Amount:	\$898,300.00
Completion Date:	08/2018
Project Name:	The Hard Rock Hotel HVAC
Owner:	900 North Atlantic Ave., LLC
Contact Name:	Gulamabbas Abdulhussein
Phone Number:	407-302-2101
Architect:	David L. Wallace & Associates
Contract Amount:	\$2,550,000.00
Completion Date:	05/2018
Project Name:	Ocean Center AHU Replacement
Owner:	A.M. Weigel Construction, Inc.
Contact Name:	Dwight Pickett
Phone Number:	386-257-6691
Architect:	Hall & Ogle Architects, Inc.
Contract Amount:	\$3,029,953.00
Completion Date:	05/2018
Project Name:	South Daytona Elementary Chiller Plant Upgrade
Owner:	School Board of Volusia County Florida
Contact Name:	David McCarty
Phone Number:	386-947-8786
Architect:	Sabiston Engineering Group, Inc.
Contract Amount:	\$683,301.00
Completion Date:	05/2018
Project Name:	HHMC Chilled Water Bypass
Owner:	Halifax Health Medical Center
Contact Name:	Jacob Nagib
Phone Number:	386-425-4806
Architect:	TLC Engineering for Architecture
Contract Amount:	\$438,349.00
Completion Date:	04/2018



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name: HHMC Boiler Replacements
Owner: Halifax Health Medical Center
Contact Name: Jacob Nagib
Phone Number: 386-425-4806
Architect: TLC Engineering for Architecture
Contract Amount: \$1,737,878.00
Completion Date: 10/2017

Project Name: Atlantic High School HVAC Building 5
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group
Contract Amount: \$1,116,300.00
Completion Date: 08/2017

Project Name: Pine Trail Elementary School HVAC, Ceiling, & Lighting
Owner: School Board of Volusia County Florida
Contact Name: Tim Moore
Phone Number: 386-947-8786
Architect: Parker Stephens, Inc.
Contract Amount: \$3,330,000.00
Completion Date: 08/2017

Project Name: Tomoka Elementary School HVAC Replacement Bldg. 3 - 8
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$608,333.00
Completion Date: 03/2017

Project Name: New Smyrna Beach HS Locker Room HVAC Upgrade
Owner: School Board of Volusia County Florida
Contact Name: David Laver
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$60,333.00
Completion Date: 03/2017

Project Name: Halifax Medical Center Port Orange Chiller Replacement
Owner: Halifax Health Medical Center
Contact Name: Jacob Nagib
Phone Number: 386-425-4806
Architect: TLC Engineering for Architecture
Contract Amount: \$195,195.00
Completion Date: 10/2016



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name: **Friendship Elementary School Bldg. 4 Renovations**
Owner: School Board of Volusia County Florida
Contact Name: Paul Martino
Phone Number: 386-947-8786
Architect: Parker Stephens, Inc.
Contract Amount: \$909,188.00
Completion Date: 09/2016

Project Name: **Westside Elementary School Media Center HVAC Renovations**
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$275,333.00
Completion Date: 08/2016

Project Name: **Creekside Middle School Bldg. 7 HVAC Upgrades**
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$639,000.00
Completion Date: 08/2016

Project Name: **Port Orange Elementary School Bldg. 1 Auditorium HVAC Renovation**
Owner: School Board of Volusia County Florida
Contact Name: Paul Martino
Phone Number: 386-947-8786
Architect: Parker Stephens, Inc.
Contract Amount: \$87,333.00
Completion Date: 03/2016

Project Name: **Halifax Medical Center NICU Level II Renovation**
Owner: Halifax Health Medical Center
Contact Name: Jacob Nagib
Phone Number: 386-425-4806
Architect: Fred Humphrey & Associates, Inc.
Contract Amount: \$903,000.00
Completion Date: 03/2016

Project Name: **Deland High School Chiller Plant Expansion**
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$753,000.00
Completion Date: 02/2016

Daryll Long, PE, PMP, CGC
Director of Operations



Registrations / Certifications

- Professional Engineer: FL (#54825), 1999
- Certified General Contractor: FL (#1511950), 2006
- Project Management Professional (#1551507), 2012

Specialized Training

- Security Clearance: TS-SCI Active

Years with Firm: 6 Years

Daryll Long – Director of Operations

Mr. Long has 35 years of experience in project management, engineering, and design/build experience at USAF, NAVFAC and other DoD, industrial, and institutional facilities. His experience includes D/B, design-bid-build, construction management, and technical service efforts for sustainment, restoration, and modernization (SRM) of facilities and infrastructure projects. He supports sustainable development and design through LEED accreditation on numerous D/B projects.

Daryll Long – Director of Operations

Mr. Long will provide guidance and leadership to project staff to meet budget, schedule, quality, safety expectations and objectives.

Education

- MBA, Norwich University, VT, 2012
- BS, Civil Engineering, The Citadel Military College of South Carolina, 1994

Professional Affiliations

- Society of American Military Engineers
- Project Management Institute

Professional Awards / Honors

- Small Business Advocate of the Year, 2010

Projects

Building 1958 Water Chiller Replacement

HVAC renovations and additions

NAVFAC MidAtlantic, Naval Air Station (NAS) Pensacola, FL

Building 1007 HVAC Control System Upgrades

HVAC renovations and additions

Value: \$703,000.00

NAVFAC Midwest, Great Lakes Naval Station, IL

Clean/Repair HVAC, Ceiling, and Lighting PNAS NEX

Repair of HVAC system, additional Ceiling repair and lighting.

Value: \$1,100,000.00

NAVFAC MidAtlantic, Pensacola, FL

Renovation of Building 1120 AFCEA HQ

Design Build renovation of building.

Value: \$8,500,000.00

Tyndall AFB, FL

Inter-American Air Forces Academy (IAAFA) Training Complex

Design build for Air Force Center for Engineering and the Environment (AFCEE)/USACE Lackland Air Force Base, TX

Additions and Alterations to the Satellite Pharmacy Building 1758, AFCEE

design/build to add 2,300+ SF of new facility area and renovate 1,000 SF of existing pharmacy area.

Value: \$1,000,000.00

Eglin Air Force Base, FL

GENERAL MECHANICAL CORPORATION

Joseph T. Roche
Business Unit Leader



Education

Black Stone Valley Regional Tech
School, Union Sponsored Trade School
*Plumbing Mechanical & Specialized
Systems.*

Wentworth Institute of Technology
Engineering

US Army Corps of Engineers
Construction Quality Management for
Contractors

Years with Firm: 21 Years

Joseph T. Roche, Business Unit Leader

Mr. Roche has over 30 years of experience in the construction industry as an owner, project manager and project engineer. He has been involved in the development and construction of hospitals, schools, processing facilities and parking structures. Clients include NASA, US Air Force, US Army, US Navy, Halifax Medical Center in Daytona Beach, Florida Hospital, Lockheed Martin and Flagler/Orange/Volusia Public Schools.

Proposed Project Position – Business Unit Leader

Mr. Roche will plan, budget, schedule and oversee all aspects of the project. He will develop all contract language and scopes of work for proper subcontractor coverage. Mr. Roche will work closely with the project's superintendent, to ensure the project runs smoothly. In addition, Mr. Roche will make certain all safety rules and regulations are being followed properly. Mr. Roche has completed the OSHA 30-hour certification.

Specialized Training

US Army Corps of Engineers - Quality Assurance/Quality Control
Construction Quality Management Training
Florida Transmission Training Center
LP-0408 Installer
Carolina AGC
OSHA, 30 Hour Certification
Hexavalent Chromium in Construction
Certified Medical Gas Installer
Certified installer of Underground Pre-insulated HVAC Piping Systems

Professional Affiliations

AIA Associate Member
NFFPA Member
United Safety Council Member.

Projects

**CCAFS Chiller Plant at
Building 1704**
*HVAC Renovations
& Additions*
Project Manager
Project Value:
\$2,015,507.00

**Timbercrest
Elementary School**
*HVAC Renovations
& Building Additions*
Project Manager
Project Value:
\$5,081,967.00

**Discovery
Elementary School**
HVAC Renovations
Project Manager
Project Value:
\$1,766,669.00

Sugar Mill Gardens
Historical Preservation
Project Manager
Project Value:
\$1,525,000.00

Sugar Mill Elementary
HVAC Renovations
Project Manager
Project Value:
\$2,465,901.00

Daytona Beach HUD
*Windsor & Maley High
Rises, Renovations of (2)
existing 14 story
structures*
Project Manager
Project Value:
\$1,700,000.00

David B. Cannon
Office / Project Manager



Accreditation Certifications

- Valid Secret Clearance
- 30-Hr OSHA Cert
- USACE CQM-C
- Primavera P6 Training Cert
- RMS 3.0 Proficient
- FDEP Stormwater Insp.
- First Aid/CPR/AED Cert

Years with Firm: 7 Years

David B. Cannon, Office / Project Manager

Mr. Cannon has over 20 years of experience in Construction Project Management and QA/QC operations. Experienced in staffing, leading, planning, and supporting teams to meet a diverse and changing mix of task orders and projects. Over the years he has worked on and ran work for AF and other DoD projects. He has developed partnerships with government officials, architects, engineers, clients, and other stakeholders.

Project Position – Office / Project Manager

Mr. Cannon will manage staff, operations, and allocate resources to ensure success. Mr. Cannon manages accounts receivable / payable while providing administrative support. He will prepare, analyze, and report office budgets as well as prepare, review, and submit cost proposals.

Work History

General Mechanical Corporation (2019 - Current)
Office / Project Manager

Core Engineering and Construction, Inc. (2018 - 2019)
Project Manager

Oneida Total Integrated Enterprises (2012 – 2018)
Construction Manager

AMEC Foster Wheeler (2006 – 2012)
Quality Control Manager and Site Superintendent

Quantum Technology Sciences, Inc. (2001 – 2006)
Title II Inspector (TESS Contract)

Projects

Design-Build Range Communications Facility
Demolition and replacement of existing range communication facility.

Value: \$23,000,000.00
Cape Canaveral, FL

Construct Bulk Fuel Storage System for Defense Logistics Agency.

Built new JP-8 and diesel fuel station.

Value: \$7,000,000.00
Cape Canaveral, FL

Port Canaveral Channel Widening

Widened navigation channel to facilitate new cargo ships.

Value: \$10,000,000.00
Port Canaveral, FL

Renovation of Building 1120 AFCEA HQ

Renovation of building.

Value: \$8,500,000.00
Tyndall AFB, FL

Replace Generators, Area 59

Replaced generators in three different facilities.

Value: \$1,100,000.00
NPF and DPF, CCAFS, FL

Install HVAC Systems, Various Facilities

Installed New HVAC and Mechanical Piping.

Value: \$975,000.00
CCAFS, FL

GENERAL MECHANICAL CORPORATION

Henry Clayton Kelley Project Manager



Registrations

State of Florida CGC061133
Certified Open Water Diver

Education

OSHA – 30 Hour

Years with Firm: 19 Years

Clayton Kelley, Project Manager

Mr. Clayton Kelley has over 45 years of experience in the marine, industrial, commercial and residential construction industries. Over twenty years has been as a superintendent and/or project manager in the construction of hotels, condominiums, custom homes, parking garages, motels, seawalls, docks, convenience stores with gasoline installations, educational facilities, and extensive experience with structural concrete and masonry construction.

Proposed Project Position – Project Manager

Mr. Kelley will provide on-site coordination and quality control of the project. Mr. Kelley will deal with and handle any immediate needs that might arise throughout the project. He will work closely with the project's superintendent to ensure all milestones are met.

Work History

General Mechanical Corporation (2008 - Current)
Project Manager

Kelley Construction, Inc. (2005 – 2008)
Owner

General Mechanical Corporation (2001 – 2005)
Project Manager/Superintendent

Masonry Superintendent (1973 – 2001)
Multiple projects including hotels, condominiums, schools, retail facilities and parking garages, structural concrete.

Projects

CCAFS Chiller Plant at Building 1704

*HVAC Renovations
& Additions*

Project Superintendent
Project Value:
\$2,015,507.00

Port Canaveral Cruise Terminal 10 Expansion

*Expansion of Terminal
Building and Concrete
Dock*

Project Superintendent
Project Value:
\$3,232,000.00

**Discovery
Elementary School**
HVAC Renovations
Project Superintendent
Project Value:
\$1,766,669.00

**Timbercrest
Elementary**
*HVAC Renovations
& Building Additions*
Project Superintendent
Project Value:
\$5,081,967.00

**Windsor
Apartment Building**
*Exterior Building
Renovation and Boiler
Room Renovation*
Project Superintendent
Project Value:
\$244,262.00

GENERAL MECHANICAL CORPORATION

David Bowden
Superintendent



United Associates of Qualifications

Welding Certifications:

- UA-41 X-Ray Welds for Stainless
- UA-21 X-Ray Welds for Carbon Steel

Accreditation Certifications

- Aquatherm Piping
- CPR
- OSHA 10

Years with Firm: 4 Years

David Bowden, Superintendent

Mr. Bowden has over 27 years of experience with Plumbers and Pipefitters Local Union #295. Over the years he has worked on and ran work for Educational Facilities, Hospitals, Patrick Air Force Base (AFTAC Building), and Kennedy Space Center. He has worked at St. Lucie Nuclear Power Plant in St. Lucie, Florida and Watts Bar Nuclear Power Plant in Sweet Water, Tennessee. He has managed jobs for the last seventeen years.

Proposed Project Position – Superintendent

Mr. Bowden will oversee the day-to-day operations relating to the HVAC mechanical piping. His role will include quality control and scheduling. Mr. Bowden will oversee every aspect of the HVAC mechanical piping portion of the project; including basic plans, worker agreements, final inspections and ensure the project is completed on schedule. Mr. Bowden will inspect ongoing progress at the job site, ensure that buildings meet federal safety codes, and compose formal final reports for the property owner. Mr. Bowden will work closely with our team to ensure all needs are met.

Work History

General Mechanical Corporation (2015 - Current)
Superintendent

Hill York Services (2010 – 2015)
Superintendent

Local Union # 295 Since 1991

Projects

AFTAC Building

Patrick Air Force Base
*Installed new Chiller Plant
from Ground Up*

Mechanical Value:
\$4,623,000.00

Patrick Air Force Base, Florida

Leesburg Regional Medical Center

*Installed new Chiller Plant and
Boiler Room Expansion*

Mechanical Value:
\$3,448,000.00

Leesburg, Florida

Kennedy Space Center Life Support

*Installed New HVAC
& Plumbing System*

Mechanical Value:
\$1,336,000.00

Kennedy Space Center,
Florida

Timbercrest

Elementary School

*Installed New HVAC
Mechanical Piping*

Mechanical Value:
\$5,081,967.00

Deltona, Florida

Pine Trails

Elementary School

*Installed New HVAC
Mechanical Piping*

Mechanical Value:
\$3,330,000.00

Ormond Beach, Florida

Ocean Center

*Installed New HVAC
Mechanical Piping*

Mechanical Value:
\$3,029,953.00

Daytona Beach, Florida



Litigation and Claims

General Mechanical Corporation hereby certifies that we are not currently involved in and have not been a party to any legal actions including litigation, lawsuits, mediation, arbitration, or administrative proceedings during the last five (5) years.

Furthermore, General Mechanical Corporation has never had any projects where liquidated damages, penalties, liens, defaults, cancellation of contract or termination of contract were imposed, sought to be imposed, threatened, or filed against our organization during the last five (5) years.

[Florida Department of State](#)[DIVISION OF CORPORATIONS](#)[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Profit Corporation

GENERAL MECHANICAL CORPORATION

Filing Information**Document Number** P96000017502**FBI/EIN Number** 59-3363980**Date Filed** 02/26/1996**State** FL**Status** ACTIVE**Last Event** AMENDMENT**Event Date Filed** 03/07/2019**Event Effective Date** NONEPrincipal Address418 NORTH SEGRAVE STREET
SUITE B
DAYTONA BEACH, FL 32114

Changed: 03/26/2004

Mailing Address1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Changed: 03/07/2019

Registered Agent Name & AddressLONG, DARYLL
2128 JUNO CIRCLE
PENSACOLA, FL 32526

Name Changed: 03/07/2019

Address Changed: 03/07/2019

Officer/Director Detail**Name & Address**

Title P

ONEIDA ESC GROUP, LLC
1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Title T

RENTMEESTER, WILBERT
1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Title V

ZALIM, JACQUELYN
1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Title Secretary

Cotey, Heather
1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Annual Reports

Report Year	Filed Date
2017	02/07/2017
2018	01/03/2018
2019	04/29/2019

Document Images

04/29/2019 -- ANNUAL REPORT	View image in PDF format
03/07/2019 -- Amendment	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
02/07/2017 -- ANNUAL REPORT	View image in PDF format
01/07/2016 -- ANNUAL REPORT	View image in PDF format
01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
01/13/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/09/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
01/31/2007 -- ANNUAL REPORT	View image in PDF format
01/24/2006 -- ANNUAL REPORT	View image in PDF format
02/21/2005 -- ANNUAL REPORT	View image in PDF format
03/26/2004 -- ANNUAL REPORT	View image in PDF format
04/14/2003 -- ANNUAL REPORT	View image in PDF format
04/24/2002 -- ANNUAL REPORT	View image in PDF format
04/10/2001 -- ANNUAL REPORT	View image in PDF format
01/26/2000 -- ANNUAL REPORT	View image in PDF format
04/20/1999 -- ANNUAL REPORT	View image in PDF format
05/05/1998 -- ANNUAL REPORT	View image in PDF format

6/14/1997 -- ANNUAL REPORT	View image in PDF format
6/14/1997 -- ANNUAL REPORT	View image in PDF format
02/26/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

State of Florida

Department of State

I certify from the records of this office that GENERAL MECHANICAL CORPORATION is a corporation organized under the laws of the State of Florida, filed on February 26, 1996.

The document number of this corporation is P96000017502.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 29, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of May, 2019*



Randy Rye
Secretary of State

Tracking Number: 8256295607CU

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

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



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

TYDIR, PETER MICHAEL

GENERAL MECHANICAL CORP.
418 N SEGRAVE ST STE B
DAYTONA BEACH FL 32114

LICENSE NUMBER: CGCA57756

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TYDIR, PETER MICHAEL

GENERAL MECHANICAL CORP
418 N SEGRAVE STREET
DAYTONA BEACH FL 32114

LICENSE NUMBER: CMCA41087

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TYDIR, PETER MICHAEL

GENERAL MECHANICAL CORP
418 N. SEGRAVE ST
DAYTONA BEACH FL 32114

LICENSE NUMBER: CCC057719

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TYDIR, PETER MICHAEL

GENERAL MECHANICAL CORPORATION
418 NORTH SEGRAVE STREET, SUITE A
DAYTONA BEACH FL 32174

LICENSE NUMBER: CVC56889

EXPIRATION DATE: AUGUST 31, 2020

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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

TYDIR, PETER MICHAEL
GENERAL MECHANICAL CORPORATION
418 N. SEGRAVE ST
DAYTONA BEACH FL 32114

LICENSE NUMBER: CUC1223845

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/26/2019

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 Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (920) 437-7123	FAX (A/C. No.): (920) 431-6345
INSURED GENERAL MECHANICAL CORPORATION 1033 N MAYFAIR RD STE 200 MILWAUKEE WI 53226 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Great Divide Insurance Co 25224	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570075165331 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		ECP2021327-12 Env GL, Prof, Poll	03/01/2019	03/01/2020	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 \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP2021329-12 Commercial Auto	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION		FFX2021328-12 Env Excess Liability	03/01/2019	03/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
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	WCA2021330-12 Workers Compensation	03/01/2019	03/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570075165331

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

Blanket Additional Insured and Blanket waiver of Subrogation is included for General Liability and Blanket Additional Insured is included for Automobile Liability as required by written contract under the terms and conditions of the policy.

CERTIFICATE HOLDERFor Insurance Purposes Only
FL . USA**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

Aon Risk Services Central Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/26/2019

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 Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA		CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345 E-MAIL ADDRESS:	
INSURED GENERAL MECHANICAL CORPORATION 1033 N MAYFAIR RD STE 200 MILWAUKEE WI 53226 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25224	

COVERAGES **CERTIFICATE NUMBER:** 570075165333 **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. **Limits shown are as requested**

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 GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			ECP2021327-12 Env GL, Prof, Poll	03/01/2019	03/01/2020	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 \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP2021329-12 Commercial Auto	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			FFX2021328-12 Env Excess Liability	03/01/2019	03/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
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	N/A	WCA2021330-12 Workers Compensation	03/01/2019	03/01/2020	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured and Blanket Waiver of Subrogation is included for General Liability and Automobile Liability as required by written contract under the terms and conditions of the policy for Certificate Holder(s).

CERTIFICATE HOLDER**CANCELLATION**

General Mechanical Corp 418 N. Segrave Street Daytona Beach FL 32114 USA	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 <i>Aon Risk Services Central, Inc</i>

Holder Identifier :

Certificate No. : 570075165333

2019/ 2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Account # 199707030020 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B



Business Name: GENERAL MECHANICAL CORP
Owner Name: GENERAL MECHANICAL CORP
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Heating & Air Condition (HARV)	CMCA41087	301AC	3	\$18.00
General Contractor Class A	CGCA57756	301C	3	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 10/01/2019
RECEIPT #: 118-19-0000001
TOTAL TAX: 36.00
PENALTY: 3.60
TOTAL PAID: 39.60



Business Name: GENERAL MECHANICAL CORP
Owner Name: GENERAL MECHANICAL CORP
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114



Account # 199707030020 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

2019/ 2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

Account # 199808310045 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B


Volusia County
FLORIDA

Business Name: GENERAL MECHANICAL CORP
Owner Name: GENERAL MECHANICAL CORP
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Roofing Contractor	CCC057719	301R	2	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 10/01/2019
RECEIPT #: 118-19-0000001
TOTAL TAX: 18.00
PENALTY: 1.80
TOTAL PAID: 19.80



Business Name: GENERAL MECHANICAL CORP
Owner Name: GENERAL MECHANICAL CORP
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114



Account # 199808310045 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

2019/2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

Account # 200612080001 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B



Business Name: GENERAL MECHANICAL CORP
Owner Name: PETER N TYDIR
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Utilites-Undrgrnd or Overhead	CUC1223845	301UT	16	\$36.00
Hazardous Waste Fee		820		\$39.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 10/01/2019
RECEIPT #: 118-19-0000001
TOTAL TAX: 75.00
PENALTY: 3.60
TOTAL PAID: 78.60



Business Name: GENERAL MECHANICAL CORP
Owner Name: PETER N TYDIR
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114



Account # 200612080001 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-33954

THE CITY OF DAYTONA BEACH
301 S RIDGEWOOD SUITE # 127
DAYTONA BEACH FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone 386-671-8140

BUSINESS NAME GENERAL MECHANICAL CORP
LOCATION 418 N SEGRAVE ST
BUSINESS TYPE GENERAL CONTRACTOR

BT-33954	BUS LIC NO
33954	ACCOUNT NO
06/20/1997	VALID FROM
09/30/2020	VALID TO
09/19/2019	DATE PAID
300.00	ANNUAL FEES

MAIL TO

GENERAL MECHANICAL CORP
418 N SEGRAVE ST
DAYTONA BEACH FL 32114

<u>Fee Code</u>	<u>Description</u>
0355O	GENERAL CONTRACTOR
0355G	ROOFING CONTRACTOR
0355AC	AC & HEATING

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS
TAX RECEIPT



THE CITY OF DAYTONA BEACH

Bus Lic No # BT-33954

THE CITY OF DAYTONA BEACH
301 S RIDGEWOOD SUITE # 127
DAYTONA BEACH, FL 32114

GENERAL MECHANICAL CORP
418 N SEGRAVE ST

<u>Fee Code</u>	<u>Description</u>	<u>Reference</u>	<u>Amt Paid</u>	<u>Date Paid</u>	<u>Pay Method</u>	<u>Check # / Ref</u>
0355	CONTRACTOR FEES	2020	100 00	09/19/19	CREDIT	361575189
0355O	GENERAL CONTRACTOR	2020	100 00	09/19/19	CREDIT	361575189
0355G	ROOFING CONTRACTOR	2020	100 00	09/19/19	CREDIT	361575189

Fees Paid: \$300.00



PROPOSAL PRESENTED TO THE
City of Port Orange Purchasing Division
For The
LAKESIDE HVAC, CEILING
REPLACEMENT and INCIDENTAL WORK
ITB #19-33

COPY

Bid Date: November 7, 2019
Bid Time: 1:30 PM

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 – Local Business Affidavit of Eligibility
- ☒ Form 7.11 – Certificate as to Corporate Principal
- ☒ Form 7.12 – Listing of Subcontractors
- ☒ 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: General Mechanical Corporation
Name of Business

Authorized Signature Francine Skenandore, J. D., Contracts Manager
November 7, 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.

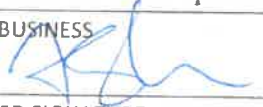
I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested 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):

General mechanical Corporation	418 N. Segrave St. Suite B
NAME OF BUSINESS	MAILING ADDRESS
	Daytona Beach, FL 32114
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
Francine Skenandore, J. D., Contracts Manager	386-255-5222 / 386-258-8924
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
59-3363980	Jroche@gmcfll.com
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS
STATE OF WISCONSIN	COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this day of November 7, 2019 by Francine Skenandore, J.D. Contracts, who is personally known to me or who has produced ad identification and who did take an oath. Manager

My Commission Expires: March 6, 2020


Notary Public Katherine A. Graef

This document must be completed and returned with your Submittal

NOTARY PUBLIC
STATE OF WISCONSIN

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: 11/7/2019 Addendum # _____ Date: _____

Addendum # 2 Date: 11/7/2019 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."

General Mechanical Corporation

Name of Business

By: [Signature]

Printed Name: Francine Skenandore J. D.

Title: Contracts Manager

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Sworn to (or affirmed) and subscribed before me this 7th day of November, 2019, by Francine Skenandore, J.D., as Contracts Manager of

(NAME)

(TITLE)

General Mechanical Corporation

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Wisconsin

Printed, typed or stamped name, commission and expiration:

Katherine A. Graef

Commission Expires March 6, 2020

This document must be completed and returned with your Submittal

KATHERINE A. GRAEF
NOTARY PUBLIC
STATE OF WISCONSIN

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.

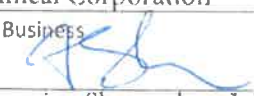
In order to have a drug-free workplace program, a business shall:

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.

General Mechanical Corporation

Name of Business

By: 

Printed Name: Francine Skenandore J. D.

Title: Contracts Manager

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Sworn to (or affirmed) and subscribed before me this 7th day of November, 2019, by
Francine Skenandore, J.D., as Contracts Manager of

(NAME)

(TITLE)

General Mechanical Corporation

(NAME OF ORGANIZATION)

and who:

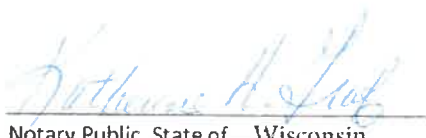
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

KATHERINE A. GRAEF
NOTARY PUBLIC


Notary Public, State of Wisconsin

Printed, typed or stamped name, commission and expiration:

Katherine A. Graef

Commission Expires March 6, 2020

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 Francine Skenandore J. D., who, being by me first duly sworn, made the following statement:

1. The business address of General Mechanical Corporation (name of Offeror or business) is 418 N. Segrave St. Suite B, Daytona Beach, FL 32114
2. My relationship to General Mechanical Corporation (name of Offeror or business) is Contracts 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 N/A. 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.)

General Mechanical Corporation

Name of Business

By: [Signature]

Printed Name: Francine Skenandore J. D.

Title: Contracts Manager

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

Sworn to (or affirmed) and subscribed before me this 7th day of November, 2019, by Francine Skenandore, J.D., as Contracts Manager of General Mechanical Corporation and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

KATHERINE A. GRAEF
NOTARY PUBLIC

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of Wisconsin

Printed, typed or stamped name, commission and expiration:

Katherine A. Graef

Commission Expires March 6, 2020

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: General Mechanical Corporation

SIGNED BY: Francine Skenandore, J. D.

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

PRINTED SIGNATURE: Francine Skenandore

TITLE: Contracts Manager

ADDRESS: 418 N. Segrave St. Suite B,

CITY: Daytona Beach STATE: Florida ZIP CODE: 32114

TELEPHONE: 386-255-5222 FAX: 386-258-8924

COMPLETION TIME: 60 days

F.E.I.N. NUMBER: 59-3363980

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>
<u>Francine Skenandore, J. D.</u>	<u>Contracts Manager</u>	<u>414-257-4200</u>
<u>Cynthia Shaw, J.D.</u>	<u>Vice President, Contracts</u>	<u>414-257-4200</u>
<u>Heather Cotey</u>	<u>Corporate Secretary</u>	<u>414-257-4200</u>
<u> </u>	<u> </u>	<u> </u>



(Authorized Signature)

Francine Skenandore, J. D., Contracts Manager

(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 7.7 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. General Mechanical Corporation
- B. Permanent main office address. 418 N. Segrave St. Suite B, Daytona Beach, FL 32114
- C. Date organized. 02/23/1996
- 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? 23
- 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. General Contractor / Mechanical Contractor
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached
- K. List your major equipment currently owned or leased. See Attached
- L. Experience in work similar to this type of project. See Attached
- M. Background and experience of the principal members of your organization, including the officers. See Attached
- N. Credit currently available: \$ 5,000,000.00
- O. Give bank reference: BMO Harris Bank, Tony Leach, Senior Vice President 414-765-7684
- 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.

General Mechanical Corporation

Name of Business

By: 

Printed Name: Francine Skenandore, J. D.

Title: Contracts Manager

STATE OF WISCONSIN

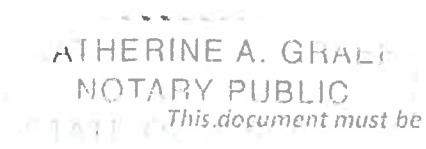
COUNTY OF MILWAUKEE

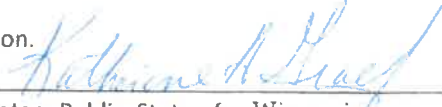
Sworn to (or affirmed) and subscribed before me this 7th day of November, 2019, by
Francine Skenandore, J.D., as Contracts Manager
of General Mechanical Corporation and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.


KATHERINE A. GRAEF
NOTARY PUBLIC


Notary Public, State of Wisconsin

Printed, typed or stamped name, commission

and expiration: Katherine A. Graef, Commission Expires

This document must be completed and returned with your Submittal March 6, 2020

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: The School Board of Volusia County Florida
Contact Person: Todd Donlick
City, State: Ormond Beach, Florida
Telephone Number: (386) 566-7169
Email Address: toddd@amweigel.com
Description of goods or Services provided: Pine Trail Elementary School HVAC, Ceiling, & Lighting This project included HVAC, ceiling, and lighting renovation for Buildings 1 to 12 and the addition of AHU mechanical rooms. GMC installed new electrical equipment, lighting and a 4-pipe HVAC system including a new 500-ton chiller
Contract Amount: \$3,360,000.00
Start/End Date of Contract: May 2nd 2016 - August 9th 2017
2. Company Name: The School Board of Volusia County
Contact Person: Thomas Brown
City, State: Deltona, Florida
Telephone Number: (386) 527-6089
Email Address: tbrown@volusia.k12.fl.us
Description of goods or Services provided: Friendship Elementary Building 4 HVAC Upgrade, Ceiling & Lighting This construction management project was an HVAC upgrade including ceilings, lighting, demolition, concrete, masonry, doors & frames, drywall, epoxy flooring, paint, stucco, plumbing and electrical work.
Contract Amount: \$909,188.00
Start/End Date of Contract: April 12th 2016 - September 4th 2016
3. Company Name: The School Board of Volusia County
Contact Person: David McCarty
City, State: DeLand Florida
Telephone Number: 386-947-8786
Email Address: dbmccart@volusia.k12.fl.us
Description of goods or Services provided: DeLand High School Upgrade HVAC Bldgs. 10 & 20 This project consisted of HVAC piping including Hydronic water piping, Air Handling Units, Variable Frequency Drives, ductwork & small electrical work.
Contract Amount: \$298,300.00
Start/End Date of Contract: June 12th 2018 - March 26th 2019

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

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

List all clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Chuck Coates	386-586-5192	Yes	2-3 Years	Flagler Auditorium – Restroom Reno. & Office Space Addition The design and detail of a new office structure (approximately 2500 sq. ft.) and auditorium restroom expansion.
2	Jacob Nagib	386-425-4806	Yes	20 Years	HHMC NICU Level II Renovations Renovation and expansion of the active NICU GMC followed a Level IV ICRA GMC performed demolition and installed new electrical, HVAC, medical gases, headwalls, equipment, plumbing and all new finishes.
3	Joe Piper	386-671-8608	Yes	2-3 Years	Daytona Beach Bandshell – Phase II Renovation - Renovation of performers dressing rooms and bathrooms including bathroom fixtures/ plumbing, new walls, painting, tiles, ductwork and hydronic piping. Installation of new chiller, air handler, electric duct heater, fan coil units, updated fire alarm and some minor electrical.

This document must be completed and returned with your Submittal.

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB # 19-33BUSINESS NAME: General Mechanical CorporationCONTACT PERSON/TITLE: Joseph T. Roche Business Unit LeaderMAILING ADDRESS: 418 N. Segrave St. Suite B,CITY-STATE-ZIP: Daytona Beach, FL 32114Length of Time at Address Provided: 23 YearsPhysical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☒ Locally Owned ~~Franchise~~ OfficeAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 59-3363980BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 386-255-5222 FAX: 386-258-8924EMAIL: Jroche@gmccfl.com****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

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

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Francine Skenandore, J. D. who, after being sworn according to law, stated that he or she was authorized to represent General Mechanical Corporation 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

SIGNATURE OF NOTARY PUBLIC Katherine A. GraefTHIS 7th DAY OF November, 2019My Commission Expires: March 6, 2020

SIGNATURE OF AFFIANT

DATE

Francine Skenandore, J.D., Contracts Manager

PRINTED NAME OF AFFIANT / TITLE

General Mechanical Corporation

COMPANY

NOTARY SEAL

KATHERINE A. GRAEF
NOTARY PUBLIC
STATE OF WISCONSIN

This document must be completed and returned with your Submittal

FORM 7.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Heather Cotey, certify that I am the Corporate secretary of the corporation named as Principal in the within Bid Bond; that Cynthia Shaw, J.D., Vice President, Contracts, 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.

Heather Cotey
Signature Heather Cotey

AFFIX CORPORATE SEAL



This document must be completed and returned with your Submittal

FORM 7.12 – 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 Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1 HVAC contractor

Name: Genral Mechanical Corporation (Self Perform)

Description of Work: HVAC Work

Percent of Contract Price: _____

Previous Experience Together: Yes/No N/A

Subcontractor No. 2 Electrical contractor

Name: Giles Electric Company, Inc.

Description of Work: Electrical Work

Percent of Contract Price: 13.68%

Previous Experience Together: Yes/No Yes

Subcontractor No. 3 Ceramic Tile

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4 Painting Contractors

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5 OTHER Controls

Name: Automated Building Controls

Description of Work: HVAC Controls

Percent of Contract Price: 13.08%

Previous Experience Together: Yes/No Yes

This document must be completed and returned with your Submittal

FORM 7.12 – LISTING OF SUBCONTRACTORS CONTINUED

Subcontractor No. 6: Other

Atlantic Insulation

Description of Work: HVAC Insulation

Percent of Contract Price: 5.18%

Previous Experience Together: Yes/No Yes

BID COST/FEE PROPOSAL

 "ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB # 19-33 LAKESIDE HVAC CEILING REPLACEMENT and INCIDENTALS 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.		
General Mechanical Corporation <u>Joseph T. Roche, Business Unit Leader</u> <u>jroche@gmcfll.com</u> <u>Francine Skenandore, J.D., Contracts Manager</u>		NAME OF BUSINESS: CONTACT PERSON: EMAIL ADDRESS: AUTHORIZED NAME: AUTHORIZED SIGNATURE:
BID PROPOSAL PRICING		
ITEM #	DESCRIPTION	COST
1	Remove & Replace HVAC Unit per SOW	\$204,823.00
2	Alternative Pricing: Surge Protector on the controls	\$1,105.00
TOTAL PRICE with Alternative Pricing		\$205,928.00
A	Confirm the number of calendar days to complete upon receipt of PO:	60 Days
B	Warranty for Labor:	1 Years
C	Warranty for Materials:	1 Years
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. 3

KNOW ALL MEN BY THESE PRESENTS that _____ General Mechanical Corporation _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 418 N. Segrave Street, Daytona Beach, FL 32114 _____, Tel.: 386-255-5222, (hereinafter called "PRINCIPAL"), and _____ Westchester Fire Insurance Company _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 436 Walnut Street, P.O. Box 1000, Philadelphia, PA 19106 _____, Tel.: 215-640-1000 (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 Greatest Amount Bid _____ dollars and (N/A)/100 (\$ 5% G.A.B. _____), 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 November 7, 2019, for:

Project Name / Bid No.: ITB #19-33 - Lakeside HVAC and Ceiling Replacement and Incidental Work

Project Address: Lakeside

Legal Description: N/A

Description of Work: Remove Existing HVAC Units and Replace With New Units to Include All Materials, Controls, Electrical, Ceiling Finishes, Disposal and all Incidental Work Require.

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 7th day of November, 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: General Mechanical Corporation

[Signature]
Signature
Vice President, Contracts
Corporate Officer & Title

ATTEST:

[Signature]
Signature
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

[Signature]
[Signature]

SURETY: Westchester Fire Insurance Company

[Signature]
Attorney-in-Fact (signature)
Brent Baldwin, Attorney-in-Fact
Name & Title
William D. Baldwin
Name of Local Resident Agent
5930 Preston View Blvd, Suite 200,
City, State, Zip
Dallas, Texas 75240
Telephone:
A.M. Best No.: 972-644-2688 NAIC No.: N/A

ATTEST:

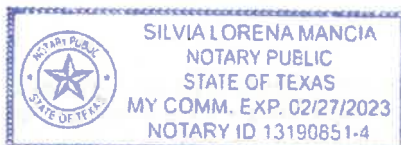
[Signature]
Signature
Lorena Mancía
Corporate Secretary (Affix Corporate Seal)

STATE OF Texas
COUNTY OF Dallas

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

[Signature]
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 7th day of November, 2019, by Brent Baldwin who is personally known to me or who produced Driver License as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Silvia Lorena Mancía

Commission No.: 13190851-4

Commission Expires: 02/27/2023

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

**State of Texas
Claim Notice Endorsement**

To be attached to and form a part of Bond No. N/A.

In accordance with section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim of
The named surety under this bond(s) should be sent to:

**Chubb Surety (Westchester Fire Insurance Company)
436 Walnut Street
Philadelphia, PA 19106-3703
(800) 357-4473**

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Blaine Allen, Brent Baldwin, Brock Baldwin, William D. Baldwin, Brady K. Cox, Russ Frenzel and Michael B. Hill of Dallas, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 12th day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 12th day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment").

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

7th day of November, 2019

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Contracts on Hand

Project Name: Volusia County Sheriff Training Facility HVAC Replacement
Owner: The County of Volusia
Contact Name: Jose Alvarez
Phone Number: 386-248-1760 ext. 11739
Architect: DJ Design, Inc. Architects & Planners
Contract Amount: \$149,730.00
Estimated Completion: 02/2020

Project Name: Seabreeze High School Upgrade Chilled Water Plant
Owner: School Board of Volusia County Florida
Contact Name: Paul Martino
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group Inc.
Contract Amount: \$1,900,047.00
Estimated Completion: 10/2019

Project Name: Halifax Health Medical Center Laundry Building Modifications
Owner: Halifax Health Medical Center
Contact Name: John Lavin
Phone Number: 386-425-4192
Architect: N/A
Contract Amount: \$300,000.00
Estimated Completion: 11/2019

Project Name: Heritage Middle School Upgrade HVAC Bldgs. 5, 6, & Generator
Owner: School Board of Volusia County Florida
Contact Name: Robert Larkin
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$790,300.00
Estimated Completion: 11/2019



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Important Projects Completed

Project Name:	DeLand High School Upgrade Auditorium Chiller Plant
Owner:	School Board of Volusia County Florida
Contract Amount:	\$480,443.00
Completion Date:	09/2019
Project Name:	Sunrise Elementary Upgrade Cafeteria and Kitchen HVAC
Owner:	School Board of Volusia County Florida
Contract Amount:	\$74,000.00
Completion Date:	07/2019
Project Name:	Embry Riddle Aeronautical University S. Chiller Plant Piping Replacement
Owner:	Embry Riddle Aeronautical University
Contract Amount:	\$446,930.00
Completion Date:	06/2019
Project Name:	Atlantic High School – Renovations for Aquaculture Lab
Owner:	School Board of Volusia County Florida
Contract Amount:	\$233,135.00
Completion Date:	05/2019
Project Name:	Schnebly Center HVAC Replacement
Owner:	City of Daytona Beach
Contract Amount:	\$211,333.00
Completion Date:	03/2019
Project Name:	DeLand High School Upgrade HVAC Bldgs. 10 & 20
Owner:	School Board of Volusia County
Contract Amount:	\$298,300.00
Completion Date:	03/2019
Project Name:	Flagler High School Auditorium
Owner:	School Board of Flagler County
Contract Amount:	\$1,224,636.00
Completion Date:	03/2019
Project Name:	Daytona Beach Bandshell Renovation
Owner:	City of Daytona Beach
Contract Amount:	\$998,891.77
Completion Date:	09/2018
Project Name:	Atlantic High School Chillers & HVAC
Owner:	School Board of Volusia County Florida
Contract Amount:	\$1,613,328.82
Completion Date:	08/2018



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name:	Holly Hill School Chiller Plant
Owner:	School Board of Volusia County Florida
Contract Amount:	\$825,914.00
Completion Date:	08/2018
Project Name:	Indian River Elementary School Cooling Tower Upgrades
Owner:	School Board of Volusia County Florida
Contract Amount:	\$898,300.00
Completion Date:	08/2018
Project Name:	Volusia Courthouse Clock Tower
Owner:	Volusia County
Contract Amount:	\$132,930.00
Completion Date:	07/2018
Project Name:	The Hard Rock Hotel HVAC
Owner:	900 North Atlantic Ave., LLC
Contract Amount:	\$2,550,000.00
Completion Date:	05/2018
Project Name:	Ocean Center AHU Replacement
Owner:	A.M. Weigel Construction, Inc.
Contract Amount:	\$3,029,953.00
Completion Date:	05/2018
Project Name:	South Daytona Elementary
Owner:	School Board of Volusia County Florida
Contract Amount:	\$683,301.00
Completion Date:	05/2018
Project Name:	HHMC Chilled Water Bypass
Owner:	Halifax Health Medical Center
Contract Amount:	\$438,349.00
Completion Date:	04/2018
Project Name:	FH Bert Fish Memorial
Owner:	Florida Hospital Fish Memorial
Contract Amount:	\$37,300.00
Completion Date:	01/2018
Project Name:	Port Canaveral Solar Tree
Owner:	FPL Energy Services, Inc.
Contract Amount:	\$150,910.82
Completion Date:	12/2017
Project Name:	HHMC Boiler Replacements
Owner:	Halifax Health Medical Center
Contract Amount:	\$1,737,878.00
Completion Date:	10/2017



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name:	Atlantic High School HVAC Building 5
Owner:	School Board of Volusia County Florida
Contract Amount:	\$1,116,300.00
Completion Date:	08/2017
Project Name:	Pine Trail Elementary School HVAC, Ceiling, & Lighting
Owner:	School Board of Volusia County Florida
Contract Amount:	\$3,330,000.00
Completion Date:	08/2017
Project Name:	Florida Hospital Altamonte – East Tower
Owner:	Florida Hospital Altamonte
Contract Amount:	\$214,600.00
Completion Date:	04/2017
Project Name:	Tomoka Elementary School HVAC Replacement Bldg. 3 - 8
Owner:	School Board of Volusia County Florida
Contract Amount:	\$608,333.00
Completion Date:	03/2017
Project Name:	FSC M&R Building
Owner:	Florida Southeast Connection, LLC
Contract Amount:	\$469,066.02
Completion Date:	03/2017
Project Name:	New Smyrna Beach HS Locker Room HVAC Upgrade
Owner:	School Board of Volusia County Florida
Contract Amount:	\$60,333.00
Completion Date:	03/2017
Project Name:	Halifax Medical Center Port Orange Chiller Replacement
Owner:	Halifax Health Medical Center
Contract Amount:	\$195,195.00
Completion Date:	10/2016
Project Name:	Friendship Elementary School Bldg. 4 Renovations
Owner:	School Board of Volusia County Florida
Contract Amount:	\$909,188.00
Completion Date:	09/2016
Project Name:	Halifax Medical Center Steamline Replacement (Alt#1)
Owner:	Halifax Health Medical Center
Contract Amount:	\$130,000.00
Completion Date:	08/2016
Project Name:	HMMC Adult Psych Unit 4th Floor Fountain Bldg. Renovations (Bid # 15-61)
Owner:	Halifax Health Medical Center
Contract Amount:	\$1,527,333.00
Completion Date:	08/2016



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name: Westside Elementary School Media Center HVAC Renovations
Owner: School Board of Volusia County Florida
Contract Amount: \$275,333.00
Completion Date: 08/2016

Project Name: Creekside Middle School Bldg. 7 HVAC Upgrades
Owner: School Board of Volusia County Florida
Contract Amount: \$639,000.00
Completion Date: 08/2016

Project Name: New Smyrna Beach Public Library Storefront Renovation
Owner: Volusia County, Florida
Contract Amount: \$117,152.90
Completion Date: 04/2016

Project Name: Port Orange Elementary School Bldg. 1 Auditorium HVAC Renovation
Owner: School Board of Volusia County Florida
Contract Amount: \$87,333.00
Completion Date: 03/2016

Project Name: Halifax Medical Center NICU Level II Renovation
Owner: Halifax Health Medical Center
Contract Amount: \$903,000.00
Completion Date: 03/2016

Project Name: Deland High School Chiller Plant Expansion
Owner: School Board of Volusia County Florida
Contract Amount: \$753,000.00
Completion Date: 02/2016



Major Equipment Currently Owned or Leased

3 Stick Welder - Miller Maxstar 200 STR Stick Welder

2 Welding Generators - Miller Bobcat 225 Kohler / Generator

1 Leased 2019 CHEVY 250 PICKUP



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Experience in Work Similar to This Type of Project

Project Name: DeLand High School Upgrade Auditorium Chiller Plant
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group Inc.
Contract Amount: \$480,443.00
Completion Date: 09/2019

Project Name: Sunrise Elementary Upgrade Cafeteria and Kitchen HVAC
Owner: School Board of Volusia County Florida
Contact Name: Robert Larkin
Phone Number: 386-947-8786
Architect: SGM Engineering Inc.
Contract Amount: \$74,000.00
Completion Date: 07/2019

Project Name: Embry Riddle Aeronautical University S. Chiller Plant Piping Replacement
Owner: Embry Riddle Aeronautical University
Contact Name: Marlon Howell
Phone Number: 386-226-6242
Architect: Salas O'Brien
Contract Amount: \$446,930.00
Completion Date: 06/2019

Project Name: Schnebly Center HVAC Replacement
Owner: City of Daytona Beach
Contact Name: Joe Piper
Phone Number: 386-671-8608
Architect: Simes & Rosch Engineering
Contract Amount: \$211,333.00
Completion Date: 03/2019

Project Name: DeLand High School Upgrade HVAC Bldgs. 10 & 20
Owner: School Board of Volusia County
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$298,300.00
Completion Date: 03/2019

Project Name: Atlantic High School Chillers & HVAC
Owner: School Board of Volusia County Florida
Contact Name: Paul Martino
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group Inc.
Contract Amount: \$1,613,328.82
Completion Date: 08/2018



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name: Holly Hill School Chiller Plant
Owner: School Board of Volusia County Florida
Contact Name: Robert Larkin
Phone Number: 386-947-8786
Architect: BRPH Architects – Engineers, Inc.
Contract Amount: \$825,914.00
Completion Date: 08/2018

Project Name: Indian River Elementary School Cooling Tower Upgrades
Owner: School Board of Volusia County Florida
Contact Name: Robert Larkin
Phone Number: 386-947-8786
Architect: SGM Engineering, Inc.
Contract Amount: \$898,300.00
Completion Date: 08/2018

Project Name: The Hard Rock Hotel HVAC
Owner: 900 North Atlantic Ave., LLC
Contact Name: Gulamabbas Abdulhussein
Phone Number: 407-302-2101
Architect: David L. Wallace & Associates
Contract Amount: \$2,550,000.00
Completion Date: 05/2018

Project Name: Ocean Center AHU Replacement
Owner: A.M. Weigel Construction, Inc.
Contact Name: Dwight Pickett
Phone Number: 386-257-6691
Architect: Hall & Ogle Architects, Inc.
Contract Amount: \$3,029,953.00
Completion Date: 05/2018

Project Name: South Daytona Elementary Chiller Plant Upgrade
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$683,301.00
Completion Date: 05/2018

Project Name: HHMC Chilled Water Bypass
Owner: Halifax Health Medical Center
Contact Name: Jacob Nagib
Phone Number: 386-425-4806
Architect: TLC Engineering for Architecture
Contract Amount: \$438,349.00
Completion Date: 04/2018



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name: HHMC Boiler Replacements
Owner: Halifax Health Medical Center
Contact Name: Jacob Nagib
Phone Number: 386-425-4806
Architect: TLC Engineering for Architecture
Contract Amount: \$1,737,878.00
Completion Date: 10/2017

Project Name: Atlantic High School HVAC Building 5
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group
Contract Amount: \$1,116,300.00
Completion Date: 08/2017

Project Name: Pine Trail Elementary School HVAC, Ceiling, & Lighting
Owner: School Board of Volusia County Florida
Contact Name: Tim Moore
Phone Number: 386-947-8786
Architect: Parker Stephens, Inc.
Contract Amount: \$3,330,000.00
Completion Date: 08/2017

Project Name: Tomoka Elementary School HVAC Replacement Bldg. 3 - 8
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$608,333.00
Completion Date: 03/2017

Project Name: New Smyrna Beach HS Locker Room HVAC Upgrade
Owner: School Board of Volusia County Florida
Contact Name: David Laver
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$60,333.00
Completion Date: 03/2017

Project Name: Halifax Medical Center Port Orange Chiller Replacement
Owner: Halifax Health Medical Center
Contact Name: Jacob Nagib
Phone Number: 386-425-4806
Architect: TLC Engineering for Architecture
Contract Amount: \$195,195.00
Completion Date: 10/2016



DESIGN BUILD SERVICES • CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING • SPECIALTY CONTRACTING SERVICES

Project Name: Friendship Elementary School Bldg. 4 Renovations
Owner: School Board of Volusia County Florida
Contact Name: Paul Martino
Phone Number: 386-947-8786
Architect: Parker Stephens, Inc.
Contract Amount: \$909,188.00
Completion Date: 09/2016

Project Name: Westside Elementary School Media Center HVAC Renovations
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$275,333.00
Completion Date: 08/2016

Project Name: Creekside Middle School Bldg. 7 HVAC Upgrades
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$639,000.00
Completion Date: 08/2016

Project Name: Port Orange Elementary School Bldg. 1 Auditorium HVAC Renovation
Owner: School Board of Volusia County Florida
Contact Name: Paul Martino
Phone Number: 386-947-8786
Architect: Parker Stephens, Inc.
Contract Amount: \$87,333.00
Completion Date: 03/2016

Project Name: Halifax Medical Center NICU Level II Renovation
Owner: Halifax Health Medical Center
Contact Name: Jacob Nagib
Phone Number: 386-425-4806
Architect: Fred Humphrey & Associates, Inc.
Contract Amount: \$903,000.00
Completion Date: 03/2016

Project Name: Deland High School Chiller Plant Expansion
Owner: School Board of Volusia County Florida
Contact Name: David McCarty
Phone Number: 386-947-8786
Architect: Sabiston Engineering Group, Inc.
Contract Amount: \$753,000.00
Completion Date: 02/2016

Daryll Long, PE, PMP, CGC
Director of Operations



Registrations / Certifications

- Professional Engineer: FL (#54825), 1999
- Certified General Contractor: FL (#1511950), 2006
- Project Management Professional (#1551507), 2012

Specialized Training

- Security Clearance: TS-SCI Active

Years with Firm: 6 Years

Daryll Long – Director of Operations

Mr. Long has 35 years of experience in project management, engineering, and design/build experience at USAF, NAVFAC and other DoD, industrial, and institutional facilities. His experience includes D/B, design-bid-build, construction management, and technical service efforts for sustainment, restoration, and modernization (SRM) of facilities and infrastructure projects. He supports sustainable development and design through LEED accreditation on numerous D/B projects.

Daryll Long – Director of Operations

Mr. Long will provide guidance and leadership to project staff to meet budget, schedule, quality, safety expectations and objectives.

Education

- MBA, Norwich University, VT, 2012
- BS, Civil Engineering, The Citadel Military College of South Carolina, 1994

Professional Affiliations

- Society of American Military Engineers
- Project Management Institute

Professional Awards / Honors

- Small Business Advocate of the Year, 2010

Projects

Building 1958 Water Chiller Replacement

HVAC renovations and additions

NAVFAC MidAtlantic, Naval Air Station (NAS) Pensacola, FL

Building 1007 HVAC Control System Upgrades

HVAC renovations and additions

Value: \$703,000.00

NAVFAC Midwest, Great Lakes Naval Station, IL

Clean/Repair HVAC, Ceiling, and Lighting PNAS NEX

Repair of HVAC system, additional Ceiling repair and lighting.

Value: \$1,100,000.00

NAVFAC MidAtlantic, Pensacola, FL

Renovation of Building 1120 AFCEA HQ

Design Build renovation of building.

Value: \$8,500,000.00

Tyndall AFB, FL

Inter-American Air Forces Academy (IAAFA) Training Complex

Design build for Air Force Center for Engineering and the Environment (AFCEE)/USACE Lackland Air Force Base, TX

Additions and Alterations to the Satellite Pharmacy Building 1758, AFCEE

design/build to add 2,300+ SF of new facility area and renovate 1,000 SF of existing pharmacy area.

Value: \$1,000,000.00

Eglin Air Force Base, FL

GENERAL MECHANICAL CORPORATION

Joseph T. Roche
Business Unit Leader



Education

Black Stone Valley Regional Tech
School, Union Sponsored Trade School
*Plumbing Mechanical & Specialized
Systems.*

Wentworth Institute of Technology
Engineering

US Army Corps of Engineers
Construction Quality Management for
Contractors

Years with Firm: 21 Years

Joseph T. Roche, Business Unit Leader

Mr. Roche has over 30 years of experience in the construction industry as an owner, project manager and project engineer. He has been involved in the development and construction of hospitals, schools, processing facilities and parking structures. Clients include NASA, US Air Force, US Army, US Navy, Halifax Medical Center in Daytona Beach, Florida Hospital, Lockheed Martin and Flagler/Orange/Volusia Public Schools.

Proposed Project Position – Business Unit Leader

Mr. Roche will plan, budget, schedule and oversee all aspects of the project. He will develop all contract language and scopes of work for proper subcontractor coverage. Mr. Roche will work closely with the project's superintendent, to ensure the project runs smoothly. In addition, Mr. Roche will make certain all safety rules and regulations are being followed properly. Mr. Roche has completed the OSHA 30-hour certification.

Specialized Training

US Army Corps of Engineers - Quality Assurance/Quality Control
Construction Quality Management Training
Florida Transmission Training Center
LP-0408 Installer
Carolina AGC
OSHA, 30 Hour Certification
Hexavalent Chromium in Construction
Certified Medical Gas Installer
Certified installer of Underground Pre-insulated HVAC Piping Systems

Professional Affiliations

AIA Associate Member
NFFPA Member
United Safety Council Member.

Projects

**CCAFS Chiller Plant at
Building 1704**

*HVAC Renovations
& Additions*

Project Manager
Project Value:
\$2,015,507.00

**Timbercrest
Elementary School**

*HVAC Renovations
& Building Additions*

Project Manager
Project Value:
\$5,081,967.00

**Discovery
Elementary School**

HVAC Renovations

Project Manager
Project Value:
\$1,766,669.00

**Sugar Mill Gardens
Historical Preservation**

Project Manager
Project Value:
\$1,525,000.00

**Sugar Mill Elementary
HVAC Renovations**

Project Manager
Project Value:
\$2,465,901.00

**Daytona Beach HUD
Windsor & Maley High
Rises, Renovations of (2)**

*existing 14 story
structures*

Project Manager
Project Value:
\$1,700,000.00

David B. Cannon
Office / Project Manager



Accreditation Certifications

- Valid Secret Clearance
- 30-Hr OSHA Cert
- USACE CQM-C
- Primavera P6 Training Cert
- RMS 3.0 Proficient
- FDEP Stormwater Insp.
- First Aid/CPR/AED Cert

Years with Firm: 7 Years

David B. Cannon, Office / Project Manager

Mr. Cannon has over 20 years of experience in Construction Project Management and QA/QC operations. Experienced in staffing, leading, planning, and supporting teams to meet a diverse and changing mix of task orders and projects. Over the years he has worked on and ran work for AF and other DoD projects. He has developed partnerships with government officials, architects, engineers, clients, and other stakeholders.

Project Position – Office / Project Manager

Mr. Cannon will manage staff, operations, and allocate resources to ensure success. Mr. Cannon manages accounts receivable / payable while providing administrative support. He will prepare, analyze, and report office budgets as well as prepare, review, and submit cost proposals.

Work History

General Mechanical Corporation (2019 - Current)
Office / Project Manager

Core Engineering and Construction, Inc. (2018 - 2019)
Project Manager

Oneida Total Integrated Enterprises (2012 – 2018)
Construction Manager

AMEC Foster Wheeler (2006 – 2012)
Quality Control Manager and Site Superintendent

Quantum Technology Sciences, Inc. (2001 – 2006)
Title II Inspector (TESS Contract)

Projects

Design-Build Range Communications Facility
Demolition and replacement of existing range communication facility.

Value: \$23,000,000.00
Cape Canaveral, FL

Construct Bulk Fuel Storage System for Defense Logistics Agency.

Built new JP-8 and diesel fuel station.

Value: \$7,000,000.00
Cape Canaveral, FL

Port Canaveral Channel Widening

Widened navigation channel to facilitate new cargo ships.

Value: \$10,000,000.00
Port Canaveral, FL

Renovation of Building 1120 AFCEA HQ

Renovation of building.

Value: \$8,500,000.00
Tyndall AFB, FL

Replace Generators, Area 59

Replaced generators in three different facilities.

Value: \$1,100,000.00
NPF and DPF, CCAFS, FL

Install HVAC Systems, Various Facilities

Installed New HVAC and Mechanical Piping.

Value: \$975,000.00
CCAFS, FL

GENERAL MECHANICAL CORPORATION

Henry Clayton Kelley Project Manager



Registrations

State of Florida CGC061133
Certified Open Water Diver

Education

OSHA – 30 Hour

Years with Firm: 19 Years

Clayton Kelley, Project Manager

Mr. Clayton Kelley has over 45 years of experience in the marine, industrial, commercial and residential construction industries. Over twenty years has been as a superintendent and/or project manager in the construction of hotels, condominiums, custom homes, parking garages, motels, seawalls, docks, convenience stores with gasoline installations, educational facilities, and extensive experience with structural concrete and masonry construction.

Proposed Project Position – Project Manager

Mr. Kelley will provide on-site coordination and quality control of the project. Mr. Kelley will deal with and handle any immediate needs that might arise throughout the project. He will work closely with the project's superintendent to ensure all milestones are met.

Work History

General Mechanical Corporation (2008 - Current)
Project Manager

Kelley Construction, Inc. (2005 – 2008)
Owner

General Mechanical Corporation (2001 – 2005)
Project Manager/Superintendent

Masonry Superintendent (1973 – 2001)
Multiple projects including hotels, condominiums, schools, retail facilities and parking garages, structural concrete.

Projects

CCAFS Chiller Plant at Building 1704

*HVAC Renovations
& Additions*

Project Superintendent
Project Value:
\$2,015,507.00

Port Canaveral Cruise Terminal 10 Expansion

*Expansion of Terminal
Building and Concrete
Dock*

Project Superintendent
Project Value:
\$3,232,000.00

**Discovery
Elementary School**
HVAC Renovations
Project Superintendent
Project Value:
\$1,766,669.00

**Timbercrest
Elementary**
*HVAC Renovations
& Building Additions*
Project Superintendent
Project Value:
\$5,081,967.00

**Windsor
Apartment Building**
*Exterior Building
Renovation and Boiler
Room Renovation*
Project Superintendent
Project Value:
\$244,262.00

GENERAL MECHANICAL CORPORATION

David Bowden
Superintendent



United Associates of Qualifications

Welding Certifications:

- UA-41 X-Ray Welds for Stainless
- UA-21 X-Ray Welds for Carbon Steel

Accreditation Certifications

- Aquatherm Piping
- CPR
- OSHA 10

Years with Firm: 4 Years

David Bowden, Superintendent

Mr. Bowden has over 27 years of experience with Plumbers and Pipefitters Local Union #295. Over the years he has worked on and ran work for Educational Facilities, Hospitals, Patrick Air Force Base (AFTAC Building), and Kennedy Space Center. He has worked at St. Lucie Nuclear Power Plant in St. Lucie, Florida and Watts Bar Nuclear Power Plant in Sweet Water, Tennessee. He has managed jobs for the last seventeen years.

Proposed Project Position – Superintendent

Mr. Bowden will oversee the day-to-day operations relating to the HVAC mechanical piping. His role will include quality control and scheduling. Mr. Bowden will oversee every aspect of the HVAC mechanical piping portion of the project; including basic plans, worker agreements, final inspections and ensure the project is completed on schedule. Mr. Bowden will inspect ongoing progress at the job site, ensure that buildings meet federal safety codes, and compose formal final reports for the property owner. Mr. Bowden will work closely with our team to ensure all needs are met.

Work History

General Mechanical Corporation (2015 - Current)
Superintendent

Hill York Services (2010 – 2015)
Superintendent

Local Union # 295 Since 1991

Projects

AFTAC Building

Patrick Air Force Base
Installed new Chiller Plant from Ground Up

Mechanical Value:
\$4,623,000.00

Patrick Air Force Base, Florida

Leesburg Regional Medical Center

Installed new Chiller Plant and Boiler Room Expansion

Mechanical Value:
\$3,448,000.00

Leesburg, Florida

Kennedy Space Center Life Support

Installed New HVAC & Plumbing System

Mechanical Value:
\$1,336,000.00

Kennedy Space Center, Florida

Timbercrest

Elementary School
Installed New HVAC

Mechanical Piping
Mechanical Value:

\$5,081,967.00

Deltona, Florida

Pine Trails

Elementary School
Installed New HVAC

Mechanical Piping
Mechanical Value:

\$3,330,000.00

Ormond Beach, Florida

Ocean Center

Installed New HVAC
Mechanical Piping

Mechanical Value:
\$3,029,953.00

Daytona Beach, Florida



Litigation and Claims

General Mechanical Corporation hereby certifies that we are not currently involved in and have not been a party to any legal actions including litigation, lawsuits, mediation, arbitration, or administrative proceedings. during the last five (5) years.

Furthermore, General Mechanical Corporation has never had any projects where liquidated damages, penalties, liens, defaults, cancellation of contract or termination of contract were imposed, sought to be imposed, threatened, or filed against our organization during the last five (5) years.

[Florida Department of State](#)[DIVISION OF CORPORATIONS](#)[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Profit Corporation

GENERAL MECHANICAL CORPORATION

Filing Information**Document Number** P96000017502**FBI/EIN Number** 59-3363980**Date Filed** 02/26/1996**State** FL**Status** ACTIVE**Last Event** AMENDMENT**Event Date Filed** 03/07/2019**Event Effective Date** NONEPrincipal Address418 NORTH SEGRAVE STREET
SUITE B
DAYTONA BEACH, FL 32114

Changed: 03/26/2004

Mailing Address1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Changed: 03/07/2019

Registered Agent Name & AddressLONG, DARYLL
2128 JUNO CIRCLE
PENSACOLA, FL 32526

Name Changed: 03/07/2019

Address Changed: 03/07/2019

Officer/Director Detail**Name & Address**

Title P

ONEIDA ESC GROUP, LLC
1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Title T

RENTMEESTER, WILBERT
1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Title V

ZALIM, JACQUELYN
1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Title Secretary

Cotey, Heather
1033 N. MAYFAIR ROAD - STE. 200
MILWAUKEE, WI 53226

Annual Reports

Report Year	Filed Date
2017	02/07/2017
2018	01/03/2018
2019	04/29/2019

Document Images

04/29/2019 -- ANNUAL REPORT	View image in PDF format
03/07/2019 -- Amendment	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
02/07/2017 -- ANNUAL REPORT	View image in PDF format
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01/09/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
01/13/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/09/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
01/31/2007 -- ANNUAL REPORT	View image in PDF format
01/24/2006 -- ANNUAL REPORT	View image in PDF format
02/21/2005 -- ANNUAL REPORT	View image in PDF format
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04/14/2003 -- ANNUAL REPORT	View image in PDF format
04/24/2002 -- ANNUAL REPORT	View image in PDF format
04/10/2001 -- ANNUAL REPORT	View image in PDF format
01/26/2000 -- ANNUAL REPORT	View image in PDF format
04/20/1999 -- ANNUAL REPORT	View image in PDF format
05/05/1998 -- ANNUAL REPORT	View image in PDF format

6/14/1997 -- ANNUAL REPORT	View image in PDF format
6/14/1997 -- ANNUAL REPORT	View image in PDF format
02/26/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

State of Florida

Department of State

I certify from the records of this office that GENERAL MECHANICAL CORPORATION is a corporation organized under the laws of the State of Florida, filed on February 26, 1996.

The document number of this corporation is P96000017502.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 29, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of May, 2019*



Randy Rye
Secretary of State

Tracking Number: 8256295607CU

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

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



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

TYDIR, PETER MICHAEL

GENERAL MECHANICAL CORP.
418 N SEGRAVE ST STE B
DAYTONA BEACH FL 32114

LICENSE NUMBER: CGCA57756

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TYDIR, PETER MICHAEL

GENERAL MECHANICAL CORP
418 N SEGRAVE STREET
DAYTONA BEACH FL 32114

LICENSE NUMBER: CMCA41087

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TYDIR, PETER MICHAEL

GENERAL MECHANICAL CORP
418 N. SEGRAVE ST
DAYTONA BEACH FL 32114

LICENSE NUMBER: CCC057719

EXPIRATION DATE: AUGUST 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TYDIR, PETER MICHAEL

GENERAL MECHANICAL CORPORATION
418 NORTH SEGRAVE STREET, SUITE A
DAYTONA BEACH FL 32174

LICENSE NUMBER: CVC56889

EXPIRATION DATE: AUGUST 31, 2020

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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

TYDIR, PETER MICHAEL
GENERAL MECHANICAL CORPORATION
418 N. SEGRAVE ST
DAYTONA BEACH FL 32114

LICENSE NUMBER: CUC1223845

EXPIRATION DATE: AUGUST 31, 2020

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/26/2019

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 Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 P. O. Box 23004 Green Bay WI 54305-3004 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (920) 437-7123	FAX (A/C. No.): (920) 431-6345
INSURED GENERAL MECHANICAL CORPORATION 1033 N MAYFAIR RD STE 200 MILWAUKEE WI 53226 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Great Divide Insurance Co 25224	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570075165331 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER		ECP2021327-12 Env GL, Prof, Poll	03/01/2019	03/01/2020	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 \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP2021329-12 Commercial Auto	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION		FFX2021328-12 Env Excess Liability	03/01/2019	03/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
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	WCA2021330-12 Workers Compensation	03/01/2019	03/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570075165331

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

Blanket Additional Insured and Blanket waiver of Subrogation is included for General Liability and Blanket Additional Insured is included for Automobile Liability as required by written contract under the terms and conditions of the policy.

CERTIFICATE HOLDERFor Insurance Purposes Only
FL . USA**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

Aon Risk Services Central Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/26/2019

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
Aon Risk Services Central, Inc.
Green Bay WI Office
111 N. Washington Street, Suite 300
P. O. Box 23004
Green Bay WI 54305-3004 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345
E-MAIL
ADDRESS:

INSURED
GENERAL MECHANICAL CORPORATION
1033 N MAYFAIR RD STE 200
MILWAUKEE WI 53226 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Divide Insurance Co	25224
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570075165333

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.

Limits shown are as requested

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 GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER			ECP2021327-12 Env GL, Prof, Poll	03/01/2019	03/01/2020	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 \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAP2021329-12 Commercial Auto	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION			FFX2021328-12 Env Excess Liability	03/01/2019	03/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
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	N/A	WCA2021330-12 Workers Compensation	03/01/2019	03/01/2020	☒ 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

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

Blanket Additional Insured and Blanket Waiver of Subrogation is included for General Liability and Automobile Liability as required by written contract under the terms and conditions of the policy for Certificate Holder(s).

CERTIFICATE HOLDER

General Mechanical Corp
418 N. Segrave Street
Daytona Beach FL 32114 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No. : 570075165333

2019/ 2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Account # 199707030020 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B



Business Name: GENERAL MECHANICAL CORP
Owner Name: GENERAL MECHANICAL CORP
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Heating & Air Condition (HARV)	CMCA41087	301AC	3	\$18.00
General Contractor Class A	CGCA57756	301C	3	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 10/01/2019
RECEIPT #: 118-19-0000001
TOTAL TAX: 36.00
PENALTY: 3.60
TOTAL PAID: 39.60



Business Name: GENERAL MECHANICAL CORP
Owner Name: GENERAL MECHANICAL CORP
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114



Account # 199707030020 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

2019/ 2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

Account # 199808310045 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B



Business Name: GENERAL MECHANICAL CORP
Owner Name: GENERAL MECHANICAL CORP
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Roofing Contractor	CCC057719	301R	2	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
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**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 10/01/2019
RECEIPT #: 118-19-0000001
TOTAL TAX: 18.00
PENALTY: 1.80
TOTAL PAID: 19.80



Business Name: GENERAL MECHANICAL CORP
Owner Name: GENERAL MECHANICAL CORP
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114



Account # 199808310045 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

2019/2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

Account # 200612080001 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B



Business Name: GENERAL MECHANICAL CORP
Owner Name: PETER N TYDIR
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Utilites-Undrgrnd or Overhead	CUC1223845	301UT	16	\$36.00
Hazardous Waste Fee		820		\$39.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
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- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 10/01/2019
RECEIPT #: 118-19-0000001
TOTAL TAX: 75.00
PENALTY: 3.60
TOTAL PAID: 78.60



Business Name: GENERAL MECHANICAL CORP
Owner Name: PETER N TYDIR
Mailing Address: 418 N SEGRAVE ST STE B
DAYTONA BEACH, FL 32114



Account # 200612080001 Expires: September 30, 2020
Business Location: 418 N SEGRAVE ST STE.B

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



THE CITY OF DAYTONA BEACH

LOCAL BUSINESS TAX RECEIPT # BT-33954

THE CITY OF DAYTONA BEACH
301 S RIDGEWOOD SUITE # 127
DAYTONA BEACH FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone 386-671-8140

BUSINESS NAME GENERAL MECHANICAL CORP
LOCATION 418 N SEGRAVE ST
BUSINESS TYPE GENERAL CONTRACTOR

BT-33954	BUS LIC NO
33954	ACCOUNT NO
06/20/1997	VALID FROM
09/30/2020	VALID TO
09/19/2019	DATE PAID
300.00	ANNUAL FEES

MAIL TO

GENERAL MECHANICAL CORP
418 N SEGRAVE ST
DAYTONA BEACH FL 32114

<u>Fee Code</u>	<u>Description</u>
0355O	GENERAL CONTRACTOR
0355G	ROOFING CONTRACTOR
0355AC	AC & HEATING

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

LOCAL BUSINESS
TAX RECEIPT



THE CITY OF DAYTONA BEACH

Bus Lic No # BT-33954

THE CITY OF DAYTONA BEACH
301 S RIDGEWOOD SUITE # 127
DAYTONA BEACH, FL 32114

GENERAL MECHANICAL CORP
418 N SEGRAVE ST

<u>Fee Code</u>	<u>Description</u>	<u>Reference</u>	<u>Amt Paid</u>	<u>Date Paid</u>	<u>Pay Method</u>	<u>Check # / Ref</u>
0355	CONTRACTOR FEES	2020	100 00	09/19/19	CREDIT	361575189
0355O	GENERAL CONTRACTOR	2020	100 00	09/19/19	CREDIT	361575189
0355G	ROOFING CONTRACTOR	2020	100 00	09/19/19	CREDIT	361575189

Fees Paid: \$300.00



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B10b) Approval of Task Authorization No. 27 to Mead & Hunt (CA4619), Construction Administration & Engineer of Record Services for Virginia Avenue and Monroe Street Stormwater Improvements

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 27 to the Master Agreement (CA4619) with Mead & Hunt Inc. for construction administration and engineer of record services for the Virginia Avenue and Monroe Street stormwater improvements project.

SUMMARY: The stormwater improvements project for the Virginia Avenue and Monroe Street area anticipated to begin next year. The engineering firm of Mead & Hunt has submitted a proposal for the construction administration and engineer of record services for this project for a cost of \$49,972.00.

This project involves the stormwater improvements in the eastern section of Port Orange to alleviate flooding and increase water quality treatment. Construction involves creating two, 0.5-acre retention ponds, retrofit of existing pond, installation of two stormwater pump stations, new 16" and 4" storm force mains, 30 new drainage structures and the installation of over 1,400 LF of drainage pipe.

These services will be Task Authorization No. 27 to the Master Agreement with Mead & Hunt, CA4619. Construction is estimated to take 440 days from the issuance of a written Notice to Proceed.

Project No.: DIP059 Funding Account No.: 412-1800-5541-6397

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No 27 - Virginia Ave and Monroe St Stormwater Improvements Const Admin and EOR Services	Task Authorization No 27 - Virginia Ave and Monroe St Stormwater Improvements Const Admin and EOR Services.pdf
2.	Justification Memo Mead Hunt TA27 revised 11 5 2019	Justification Memo Mead Hunt TA27 revised 11 5 2019.doc

Kynah Cockcroft	Created/Initiated - 10/30/2019
Kynah Cockcroft	Approved - 10/30/2019
Julia Wiggins	Approved - 10/31/2019
Ronny Buttrum	Approved - 10/31/2019
Junos Reed	Approved - 10/31/2019
Lynn Stevens	Approved - 11/7/2019
Scott Neils	Approved - 11/11/2019
Matthew Jones	Approved - 11/21/2019
Jake Johansson	Approved - 11/25/2019
Robin Fenwick	Final Approval - 11/25/2019

TASK AUTHORIZATION NO. 27
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc. Pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON ASSOCIATES INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and, in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this **Task Authorization No.27** and can be reached at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Virginia Avenue and Monroe Street Stormwater Improvements Construction Administration and Engineer of Record ("EOR") Services** as more particularly described in the **Contractor's Proposal with attached Exhibit "A" and Exhibit "B" dated November 4, 2019**; attached hereto and incorporated as **Exhibit "1."**
4. Engineer shall complete the task **during the construction duration which is estimated to be 440 days from issuance of written Notice to Proceed.**
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit not to exceed **Forty-Nine Thousand, Nine-Hundred, Seventy-Two and 00/100 Dollars (\$49,972.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON ASSOCIATES INC.**

Printed Name:_____

By:_____
Brad T. Blais, PE, Vice President

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

Printed Name:_____

Date:_____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____



November 4, 2019

Junos Reed, P.E.
Engineering and Construction Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

**CITY OF PORT ORANGE
VIRGINIA AVENUE AND MONROE STREET STORMWATER IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Junos,

In accordance with your request, we are pleased to offer the enclosed scope of services and engineering fee estimate for the above referenced project. The scope of services describes, in detail, what our firm understands to be required for this task. The scope of this project includes Construction Administration and Engineer of Record (EOR) services.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Respectfully,

Andrew M. Giannini, PE
Senior Project Manager

Brad T. Blais, PE
Vice President/Market Leader

AMG/BTB:bf

Enclosure(s): Exhibit 'A' – Scope of Services
Exhibit 'B' – Fee Estimate

EXHIBIT 'A'
CITY OF PORT ORANGE
VIRGINIA AVENUE AND MONROE STREET STORMWATER IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES
SCOPE OF SERVICES AND FEE ESTIMATE

GENERAL:

The City of Port Orange (CITY) and Mead & Hunt (CONSULTANT) entered into a Professional Continuous Utility Engineering Consulting Services Contract pursuant to RFQ #14-23, dated effective March 17, 2015.

BACKGROUND:

The CONSULTANT has assisted the CITY in design and permitting of the subject project. The project involves the construction of a retrofit stormwater project in eastern Port Orange to alleviate flooding and increase water quality treatments. The project includes construction of two (2) 0.5-acre ponds and the retrofit of an existing pond, two (2) each 6,000 gpm stormwater pump stations, 2,200 LF of 16" storm force main, 30 drainage structures, over 1,400 LF of drainage pipe, 400 LF of 4" storm force main, and maintenance of traffic, erosion and sedimentation control and all restoration items.

SCOPE OF WORK:

The CONSULTANT will provide the following services:

CONSTRUCTION ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES

The EOR services may include the following as needed by the CITY:

1. Conduct the preconstruction conference. Prepare minutes of the preconstruction conference and distribute the minutes to all who attend.
2. Issue the Notice to Proceed to the Contractor.
3. Log, process and review shop drawings and material certificates. Distribute review shop drawings to the Contractor and the CITY.
4. Provide assistance on an as needed basis for significant conflict resolutions.
5. Attend and preside over construction progress meetings (estimated 10 meetings – 1 per month).
6. Review/approve Contractor monthly pay requests (10 pay requests).
7. Review and recommend approval/denial of Contractor's proposed change orders (estimated 5 change orders).
8. Attend the substantial completion inspection.

9. Prepare punch-list of final work/corrective items.
10. Prepare construction record drawings incorporating all of the changes made during construction.
Furnish CITY with an electronic copy of record drawings using AutoCAD format.
11. Submit as-built certifications to permitting agencies.
12. Closeout project with Contractor by requesting all closeout docs for final payment.

EXCLUSIONS: All work not specifically described herein.

SCHEDULE: Per CITY schedule.

COMPENSATION:

CONSULTANT proposes to complete the above stated work for the lump sum amount of **Forty-Nine Thousand Nine Hundred Seventy-Two Dollars and 00/100 (\$49,972.00)** based on the following:

Construction Administration and Engineer of Record (EOR) Services	\$49,472	Lump Sum
Printing/Reimbursables	<u>\$500</u>	Allowance
TOTAL	\$49,972	

EXHIBIT 'B'
CITY OF PORT ORANGE
VIRGINIA AVE AND MONROE STREET AREA STORMWATER IMPROVEMENTS
CONSTRUCTION ADMINISTRATION AND ENGINEER OF RECORD (EOR) SERVICES
ESTIMATED ENGINEERING FEES
November 4, 2019

Description	Senior Associate / Project Manager (hours)	Project Engineer (hours)	Technician I CAD (hours)	Technician II (hours)	Clerical (hours)	Total Task (\$)
	\$183	\$155	\$83	\$102	\$68	See Below
Construction Administration & EOR Services	24	72	40	140	240	\$49,472
Printing/Reimbursables						\$500
Total Estimated Fees						\$49,972

- (1) All fees to be billed on a lump sum basis except for printing/reimbursables which will be billed at actual cost.
(2) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse Consultant for the additional sales tax cost.
(3) At the time of this submittal, the construction duration is estimated to be 440 days.



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, P.E., Public Utilities and Works Engineering and
Construction Manager

DATE: October 30, 2019

SUBJECT: Mead & Hunt – Task Authorization No 27 (CA4619) Virginia Monroe
Stormwater Improvements Construction Administration Services

REQUEST:

The Public Works & Utilities Department is requesting the City Council approve Task Authorization No 27 to the contract with Mead & Hunt (CA4619) for Construction Administration and Engineer of Record services for the Virginia Monroe Stormwater Improvements in the amount not to exceed \$49,972.00.

PURPOSE:

The storm water system improvement project involves the construction of a retrofit stormwater system to help alleviate flooding and increase water quality treatment.

CONSIDERATION:

The proposed project is for the construction of a stormwater control system in an area of the City, south of Dunlawton Ave between Church St. and Fox Place, that frequently has encountered flooding issues due to heavy rainfall and high tide events. The project consists of retrofitting a storm water collection system within the area which will discharge to two new stormwater ponds. Each of the new ponds will have a stormwater pumping station constructed that will automatically pump the stormwater to the Halifax River via outfalls at Meeker Pl and Fox Pl. These stations will be set to turn on when the water levels in the ponds reach a determined level which will allow the excess storm water to be discharged to the Halifax River to the east instead of flooding the local roads and homes. In addition, this project includes the installation of stormwater backflow prevention devices which only allow water to flow in one direction and will prevent the river from flowing back into the stormwater system during extreme high tide events.

Much of the funding for this project will be through Grants from the Florida Department of Environmental Protection (FDEP) and Florida Division of Emergency Management (FDEM). **This Task Authorization is for construction administration and engineer of record service for the construction phase of the project.**

FUNDING:

Virginia Monroe Drainage Improvements

Project #: DIP059

Account #: 110-1904-554-61-00 - \$191,778.05
110-1904-554-63-97 - \$10,995.00
412-1800-541-63-97 - \$620,547.75
412-1810-541-63-97 - \$1,500,000.00
412-1811-541-63-97 - \$644,250.00

RECOMMENDATION:

The Public Works & Utilities and Works Department recommends City Council approval of Task Authorization No 27 to the Master Contract for Engineering Services (CA4619) with Mead & Hunt for services relating to the Construction Administration and Engineer of Record services for the Virginia Monroe Stormwater Improvements in the amount not to exceed \$49,972.00.

ANTICIPATED SCHEDULE:

- a) Council Meeting Date: 12/3/2019
- b) Executed Task Authorization 12/24/19
- c) Anticipated construction start of winter 2020 and estimated completion by spring 2021

ATTACHMENTS:

- a) Task Authorization Form No 27 *draft* document (Master Contract CA4619)
- b) Mead & Hunt Construction Administration and Engineer of Record Services proposal for Virginia Monroe Stormwater Improvements project.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B10c) Approval of Amended Contract Language for FIE Change Orders

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order Nos. 1-6 to the construction contract with The New Florida Industrial Electric (FIE) for the Dunlawton Street Lighting Project with amended contract language.

SUMMARY: At the July 16, 2019, City Council Meeting, Change Order Nos. 1-5 were approved for the Dunlawton Lighting project. However, the project contractor, The New Florida Industrial Electric (FIE), did not sign the Change Orders due to their concern with the underlined language on the Change Orders related to the ability to submit a claim:

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

On November 13, 2019, the City Attorney's office offered the following revised Change Order contract language to address the contractor's concern, of which all parties (City, City's CEI consultant, and FIE) accepted the amended contract language to the Change Orders and they were signed by the contractor. The last sentence was revised to state the Change Order did not eliminate the ability for either party to bring a claim under the original contract as modified:

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

This revision has been made to the July Change Orders 1-5 and Change Order 6 which was in Contract Management for City Manager approval. Future Change Orders for the project will contain the amended contract language. There are no other text changes to the Change Orders except for this sentence.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	435591-1-58-01 Change Order 1	435591-1-58-01 Change Order 1.pdf
2.	435591-1-58-01 Change Order 2	435591-1-58-01 Change Order 2.pdf
3.	435591-1-58-01 Change Order 3	435591-1-58-01 Change Order 3.pdf
4.	435591-1-58-01 Change Order 4	435591-1-58-01 Change Order 4.pdf
5.	435591-1-58-01 Change Order 5	435591-1-58-01 Change Order 5.pdf
6.	435591-1-58-01 Change Order 6	435591-1-58-01 Change Order 6.pdf

Robin Fenwick
Tim Burman
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 11/15/2019
Approved - 11/18/2019
Approved - 11/25/2019
Approved - 11/25/2019
Final Approval - 11/25/2019

**FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 1**

Contents:

- 1. Change Order 1 Luminaires**
- 2. Entitlement Analysis**
- 3. Voltage Drop Calculations**
- 4. Photometrics**
- 5. Plans (Dated June 14, 2019)**
- 6. Referenced sections from Lighting Report**
- 7. EOR's Luminaire Sensitivity Analysis**

Submittal: 6/25/2019

Rev. 0

CHANGE ORDER NO. 1
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. __: N/A \$0.00	Changes in contract time from previous Change Orders: No. __: N/A 0 days
Contract Price prior to this Change Order: \$674,971.86	Contract Completion Date prior to this Change Order: Final Completion: July 27, 2019
Net Increase (decrease) of this Change Order No. 1: \$0.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$674,971.86	Contract Times with all approved Change Orders: Final Completion: July 27, 2019

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

1. Use of Equal Luminaires
2. Revised Plan Sheets
3. Revised Photometrics
4. Revised Voltage Drop Calculations

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: See attachments.

IV. PAYMENT: No Cost Adjustment

Acknowledgments:

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

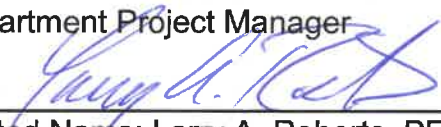
It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:

COMMUNITY DEVELOPMENT
Department Project Manager

By: 
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: 11/13/2019

ACCEPTED BY:

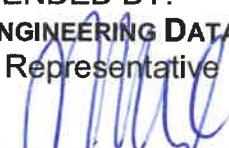
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: 
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: 11/13/19

RECOMMENDED BY:

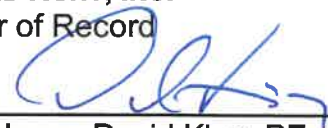
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: 
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: 11/15/2019

RECOMMENDED BY:

MEAD AND HUNT, INC.
Engineer of Record

By: 
Printed Name: David King, PE
Title: Vice President

Date Signed: 11/15/19

APPROVED BY:

CITY OF PORT ORANGE
Department Head

By: 

Printed Name: Tim Burman

Title: Community Development Director

Date Signed: 11-14-19

City Manager

By: _____

Printed Name: Michael H. Johansson

Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 1

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 1 Luminaire change from Navion to Autobahn

1. Change Order Number 1
2. Description: Luminaire change from Navion to Autobahn
3. Reasons for Change:
 - i. To revise the plans' Lighting Fixture Schedule and resultant sheet changes to an "Equal" light fixture manufacturer and model.
 - ii. D5 required the EOR to prepare a lighting report for three of thirteen luminaires from the APL. The Local Agency made the study a portion of the Invitation to Bid.
 - iii. On Sept. 22, 2017, Ms. Karen Byram, Mgr. of the Approved Products list called to advise that FHWA was concerned over proprietary products and needed at least two fixtures specified for each service: mainline and conflict before encumbrance.
 - iv. Local Agency followed-up that call with a return call the same day to advise that in accordance with pages 9 and 10 of the project lighting report, the Bow LX and the Eaton Navion were equivalent in mainline service; the Autobahn ATBL and the Eaton Navion were equivalent in conflict pole service.
 - v. The EOR's same pages identify the Autobahn ATBL a higher priced luminaire than the Eaton Navion.
 - vi. Local Agency included the entire 117-page Lighting Report in the Invitation to Bid so all bidders would have the benefit of the luminaire performance differences.
 - vii. On the Plans Sheet E-301, the Lighting Fixture Schedule listed 3 types of luminaires with different lighting intensity (19,718-23,780 lumens), distribution (III or IV), and pole type (tenon or conflict pole). The manufacturer and model (Eaton NAV-AF-XX) were listed but allowed (or Approved Equal).
 - viii. Bids were opened June 14, 2018. The Contractor verbally notified the Local Agency and its CEI on August 28, 2018 that the Contractor intended to use the Autobahn ATBL and would be submitting it to be reviewed and approved Equal Item.
 - ix. In April 2019, the EOR evaluated the Autobahn ATBL project-wide at revised pole locations and found that the photometric requirements are met.
 - x. In accordance with the Local Agency contract Standard General Conditions 6.05, the Autobahn ATBL meets the criteria for an "Equal" item.

xi. The plans were revised to show the Autobahn ATBL luminaires as evaluated in the photometric analysis.

4. Time Analysis:

Amount Requested by Contractor:	0
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0

5. Cost Analysis:

Amount Requested by Contractor:	\$0
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$0

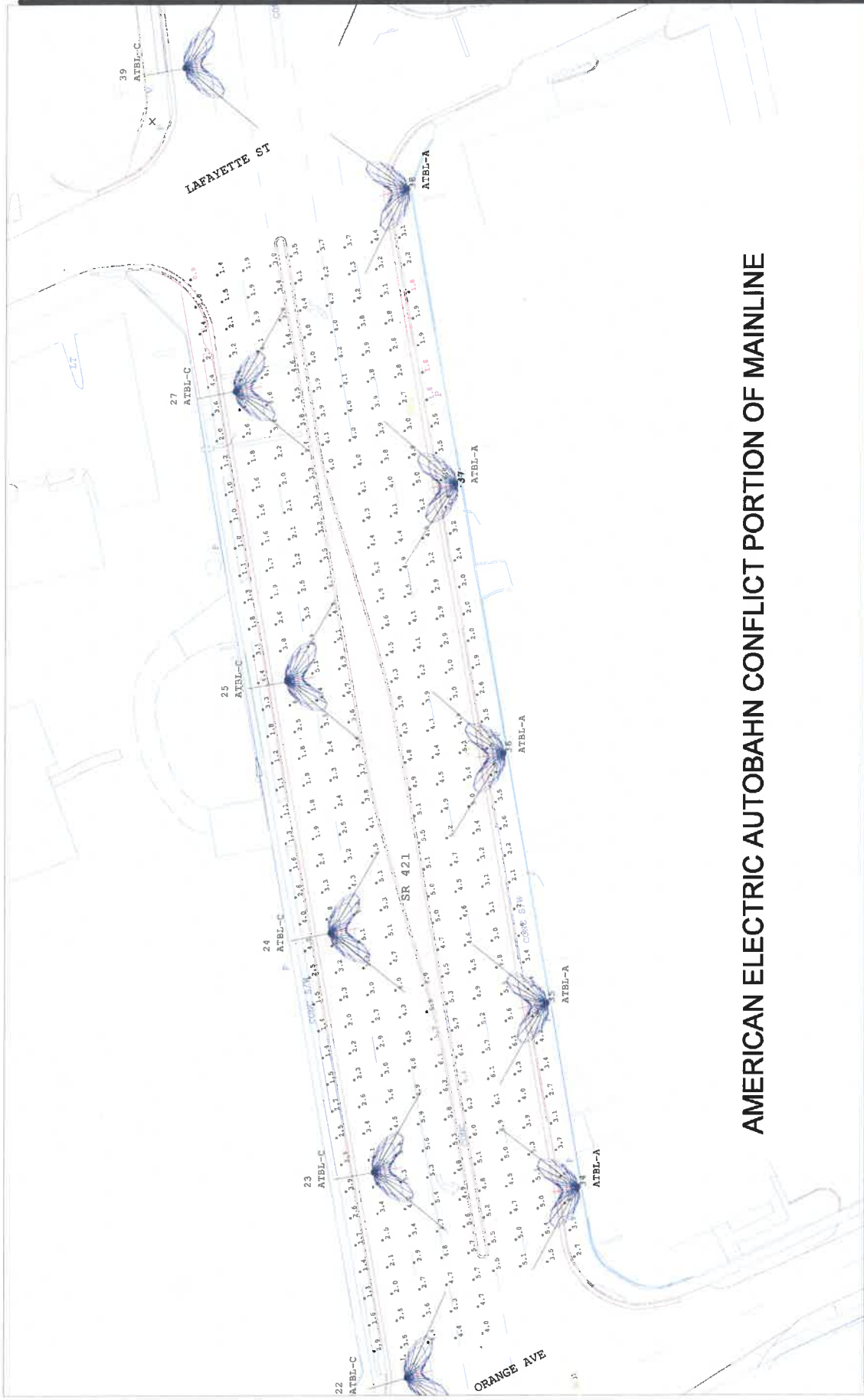
6. Reasons for Contractor's full or partial payment: N/A



Engineer Producing Analysis – Bryan Rerko, PE

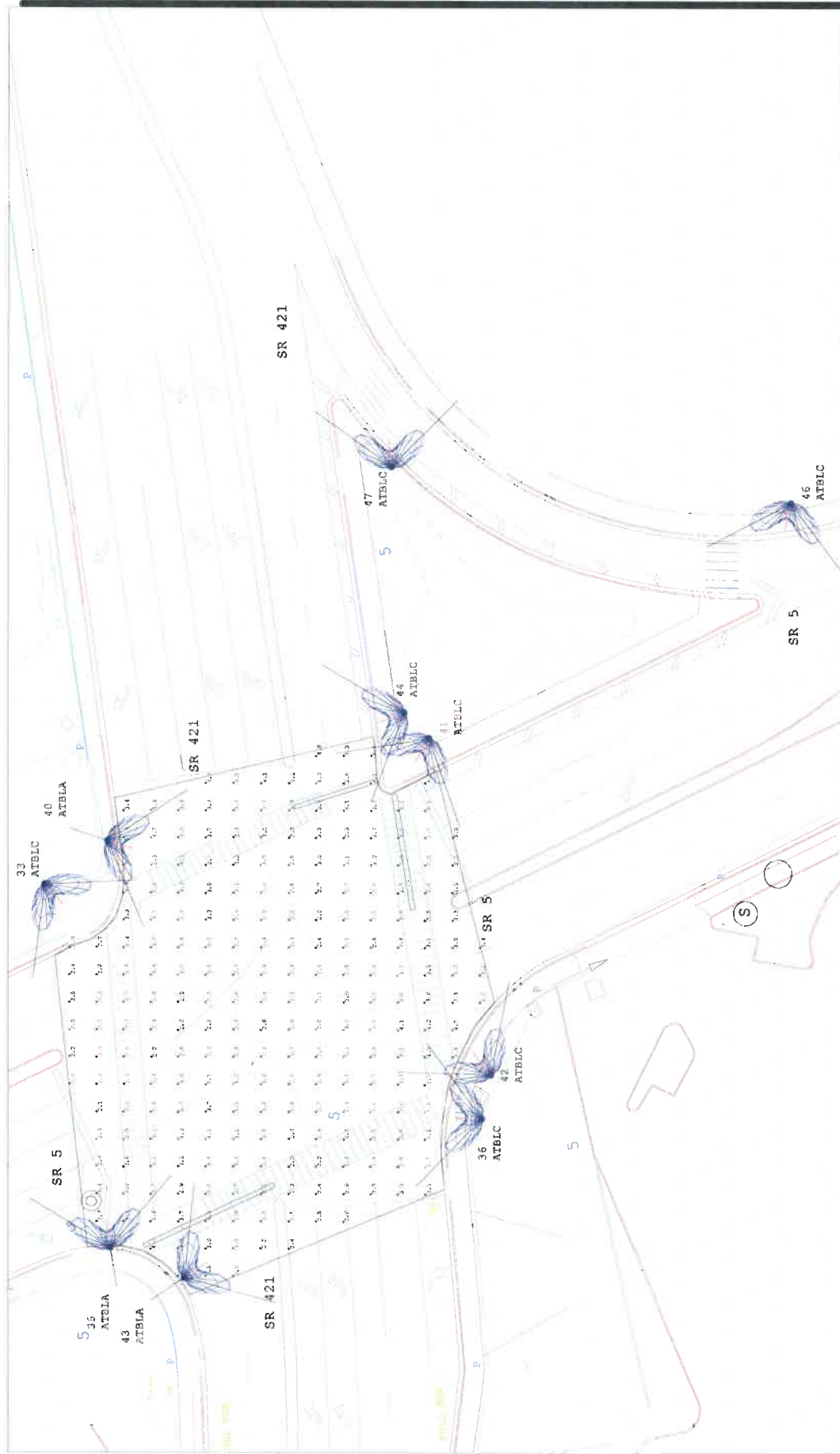


Date



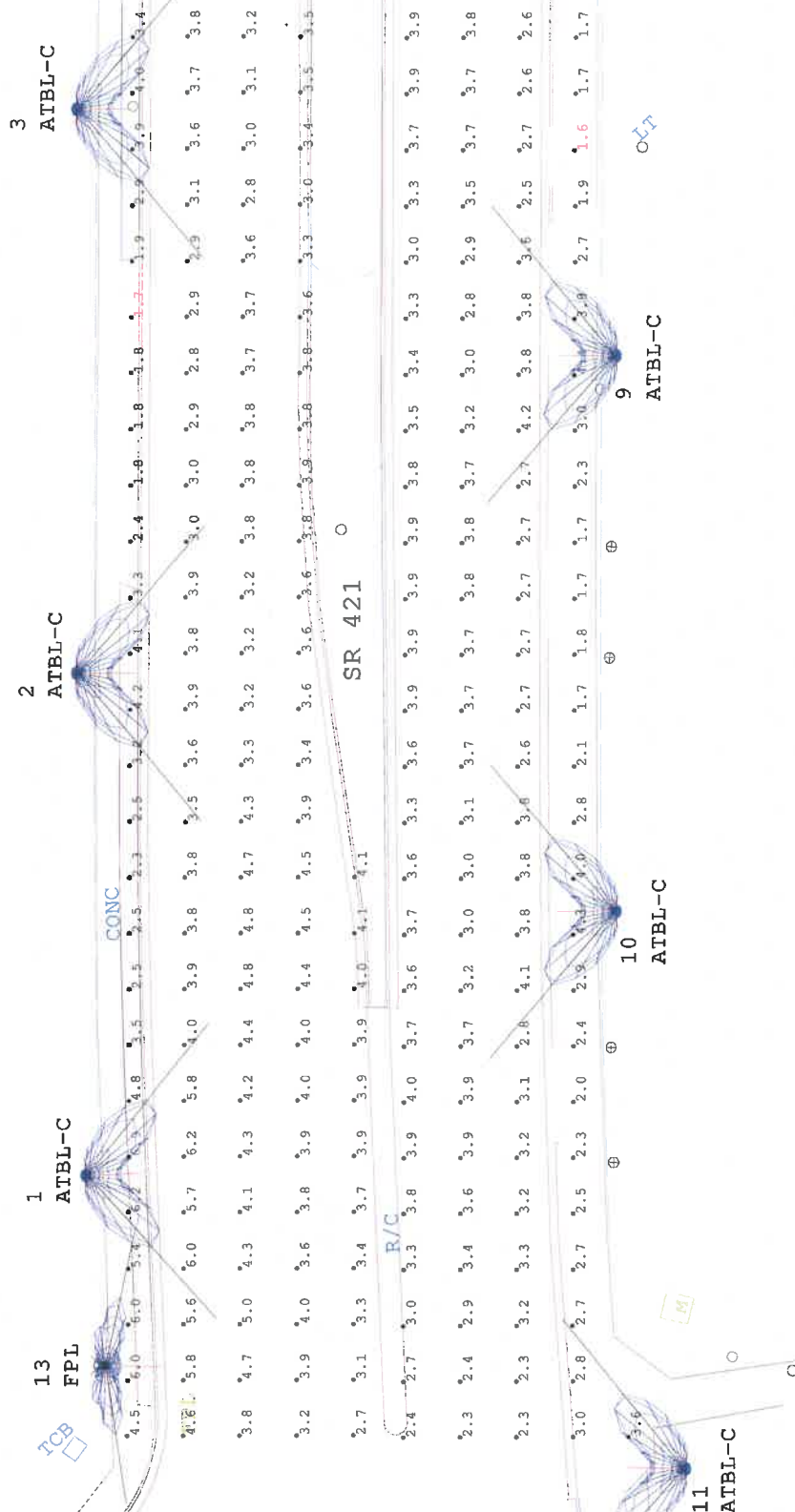
AMERICAN ELECTRIC AUTOBAHN CONFLICT PORTION OF MAINLINE

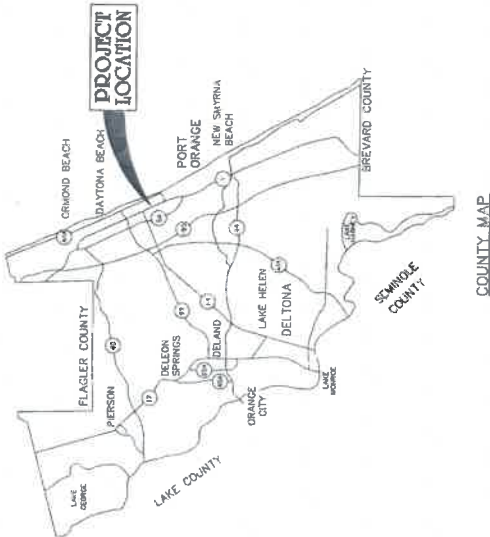
Luminaire Schedule				Luminaire Location Summary			
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	LumNo
7	ATBL C XXXXX R4	SINGLE	N/A	1.000	ATBL C XXXXX R4	ATBL-C	(22)
7	ATBL C XXXXX R4_1	SINGLE	N/A	1.000	ATBL C XXXXX R4	ATBL-A	(23)
Calculation Summary				Luminaire Location Summary			
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
North Roadside	Illuminance	Fc	3.38	7.0	0.9	3.76	7.78
South Roadside	Illuminance	Fc	4.15	6.4	1.8	2.31	3.56
				Luminaire Location Summary			
Tag	LumNo	Pole Height	Tilt				
ATBL-C (22)	30	30	0				
ATBL-C (23)	30	30	0				
ATBL-C (24)	30	30	0				
ATBL-C (25)	30	30	0				
ATBL-C (27)	30	30	0				
ATBL-A (34)	30	30	0				
ATBL-A (35)	30	30	0				
ATBL-A (36)	30	30	0				
ATBL-A (37)	30	30	0				
ATBL-A (38)	30	30	0				



Luminaire Schedule									
Scene: Scene_1									
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens	Arm
7	ATBL C XXXXX R4	SINGLE	N/A	1.000	ATBL C XXXXX R4	ATBLC	200	21311	0
3	ATBL C XXXXX R4_ARM	SINGLE	N/A	1.000	ATBL C XXXXX R4	ATBLA	200	21311	15
Calculation Summary									
Scene: Scene_1									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Tag	Max/Min	
CROSSWALK 1	Illuminance	Fc	2.53	3.5	0.9	3.89			
CROSSWALK 2	Illuminance	Fc	4.98	5.7	3.5	1.63			
CROSSWALK 3	Illuminance	Fc	4.33	4.9	3.2	1.35			
CROSSWALK 4	Illuminance	Fc	3.21	3.3	3.1	1.04			
CROSSWALK 5	Illuminance	Fc	2.38	2.6	1.9	1.25			
INTERSECTION	Illuminance	Fc	3.20	6.8	2.0	1.60			

Luminaire Location Summary					
Scene: Scene_1					
Tag	LumNo	Pole Height	Tilt		
ATBLC (1)	33	30	0		
ATBLA (1)	35	30	0		
ATBLC (1)	36	30	0		
ATBLA (1)	40	30	0		
ATBLC (1)	41	30	0		
ATBLC (1)	42	30	0		
ATBLA (1)	43	30	0		
ATBLC (1)	44	30	0		
ATBLC (1)	46	30	0		
ATBLC (1)	47	30	0		





BID No. 17-32

FPN 435591-1-58-01

FPID D517-050-B

FEBRUARY 2019

RELEASED FOR CONSTRUCTION

PREPARED BY:

Q1H

A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28730
 -P.O. BOX 290247-PORT ORANGE, FL 32129-0247



VICINITY MAP
(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

GOVERNING STANDARDS AND SPECIFICATIONS: FY 2017-18 FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JANUARY 2016 AS AMENDED BY CONTRACT DOCUMENTS.

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* REVISED 12-13-18
 ** REVISED 1-24-19
 Δ REVISED 1-30-19
 FDOT REVISED 4-17-
 CP&F CONFORMED PO

ELECTRICAL ENGINEER: MONCELF HADJIA, P.E.
P.E. NO. 48023

P.F. NO. 48022

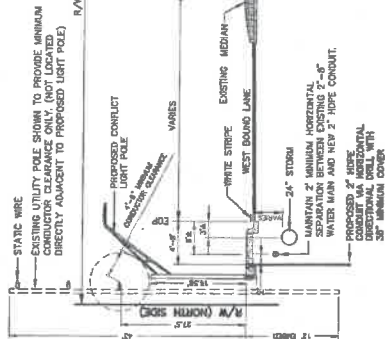
ALAN KING P.E.
ENGINEER: DAVID KING P.E.
50609

50609

CITY OF PELOT ORANGE MANAGER: MARRY ROBERTS, P.E.

STATE OF

FLORIDA ATTORNEYS DIRECTED TO THE FACT THAT
THEY MAY HAVE BEEN ALTERED IN
PROFESSIONAL SIZE AT REPRODUCTION. THIS MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA.



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 30+85 TO STA. 46+65

- PAY ITEM 0101-1. WASTEWATER**
- INCLUDES ALL COST ASSOCIATED WITH THE FOLLOWING:
- CONSTRUCTION OF STORM SEWERS AND COLLECTION SYSTEMS
 - INCLUDING STAGING DEBRIS/CLUTTER AND MATERIALS
 - INCLUDING IMPROVEMENTS, AS WELL AS THE PROJECT VARIOUS AND AS-BUILT DRAWINGS.
- PAY ITEM 0110-1. CLEANING AND GRUBBING**
- INCLUDES ALL COSTS ASSOCIATED WITH PROTECTION OF EXISTING TREES
- PAY ITEM 0570-1. PERFORMANCE TUBE, 500'**
- INCLUDES ALL COSTS FOR WITHINPUMP 500, INCLUDING WATCHDOG, BATTERY AND LITTER REMOVAL. IF REQUIRED, A PERMIT IS ESTABLISHED AND THE PROJECT IS FINALLY ACCEPTED.
- PAY ITEM 0719-4. LIGHT POLE COMPLETE**
- INCLUDES ALL COSTS ASSOCIATED WITH USE OF VACUUM EXCAVATION TO VERIFY PROPOSED FOUNDATION DIMENSIONS, INCLUDING UTILITIES PRIOR TO START OF FOUNDATION. INSTALLATION OF LIGHT POLES.

SUMMARY OF PAY ITEMS				
PAY ITEM	DESCRIPTION	UNIT	QTY	PRVAL
0001.1	MOBILE/STATION	LS	3	
0002.1	TRUCK/TRAFFIC	LS	3	
0010.1.1	CLEANING AND GRUBBING	LS	3	
0021.1	CONCRETE IMPAVES (6" THICK - 2500 PSI, REMOVE AND	SY	771.1	
0021.1.1	REPLACEMENT	SY	771.1	
0021.1.2	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.1	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.2	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.3	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.4	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.5	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.6	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.7	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.8	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.9	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.10	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.11	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.12	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.13	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.14	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.15	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.16	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.17	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.18	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.19	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.20	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.21	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.22	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.23	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.24	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.25	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.26	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.27	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.28	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.29	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.30	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.31	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.32	CONCRETE, FIBER REINFORCED	SY	771.1	
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0030.1.36	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.37	CONCRETE, FIBER REINFORCED	SY	771.1	
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0030.1.40	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.41	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.42	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.43	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.44	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.45	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.46	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.47	CONCRETE, FIBER REINFORCED	SY	771.1	
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0030.1.49	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.50	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.51	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.52	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.53	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.54	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.55	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.56	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.57	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.58	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.59	CONCRETE, FIBER REINFORCED	SY	771.1	
0030.1.60	CONCRETE, FIBER REINFORCED	SY	771.1	

ALL OVERHEAD UTILITIES SHOWN IN THE PLANS ARE LESS THAN OR EQUAL TO 500KV.

UTILITY INFORMATION PROVIDED TO OR COLLECTED BY QAR DURING DESIGN									
UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS PROVIDED TO QAR	UPDATION QUALITY LEVEL	DATE RECEIVED	FINAL PLANS PROVIDED TO QAR	FINAL QUALITY LEVEL
					LEVEL 4/A	LEVEL 6/B	LEVEL 6/B	LEVEL 4/A	LEVEL 6/B
WATER	CITY OF PORT ORANGE	KELLY HO	(386) 508-3462	kelhough@cityoforange.org	4/28/17				
WASTEWATER	CITY OF PORT ORANGE	KELLY HO	(386) 508-3462	kelhough@cityoforange.org	4/28/17				
SEWER	CITY OF PORT ORANGE	MAKANAIE DILLARD	(407) 328-1622	makanaie.dillard@pa.com	4/28/17				
ELECTRIC	FLA. POWER & LIGHT	PAUL PATRICK	(404) 464-3381	patrick.hvest@floripa.com	4/26/17				
TELEPHONE	AT&T COUNCIL	KRISTY SPICHER	(386) 459-7331	KSPICHER@att.com	4/28/17				
TV CABLE	BRIGHT HOUSE NETWORKS	DEB WENNET	(202) 242-4752	deb_wennet@brighthouse.com	4/25/17				
GAS	TECO GAS	(604) 546-1636			4/26/17				
WATER SUPPLY	VOLusia COUNTY	MELODY WISSET	(386) 736-3939	mfwisset@volusia.org	5/9/17				
SEWER	FLA. POWER & LIGHT	PAUL PATRICK	(404) 464-3381	patrick.hvest@floripa.com	4/26/17				

Florida CERTIFICATE OF AUTHORIZATION NO. 28750

**S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING**

**SUMMARY OF PAY
ITEMS AND NOTES
TH TYPICAL SECTION**

DRIVEN INTO ADOX

NOTE:
 PROVIDE EXTRA CAUTION WHEN EXCAVATING NEAR VPS IN THE
 PRESENCE OF EXISTING UTILITIES. THE CONTRACTOR SHALL
 AND CALL UTILITY DEPARTMENT NUMBER 384-400-3704.

INDICATE EXISTING PIPES, OPTIC UTILITIES,
 LOCATIONS IN APPROXIMATELY 10' HORIZONTAL
 CONTRACTOR TO ADJUST PROPOSED CONDUIT
 TO AVOID CONFLICTS AS NEEDED.

ELECTRICAL PULLBOX
 AT BASE OF EXISTING
 PFL UTILITIES FOR NEW
 ENTRANCE CONDUCTORS

LOAD CENTER MOVED
 50' GENERALLY
 NORTHEAST TO NEW
 LOCATION 5' BEHIND
 CURB

CITY 12" UTILITY EASEMENT
 OR BOOK 8058 PG 2803

EXISTING WALKWAY LIGHTING
 TO BE REMOVED BY OTHERS

CITY 12" UTILITY EASEMENT
 OR BOOK 8058 PG 2803

EXISTING WALKWAY
 LIGHTING TO BE
 REMOVED BY OTHERS

DUNLAWTON AVE.
 (90' R/W)

POSTED SPEED LIMIT
 45 MPH

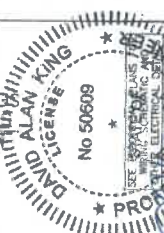
EXISTING WALKWAY LIGHTING
 TO BE REMOVED BY OTHERS

ATCHLINE
 A. 26+90
 E. SHEET 6

STA. 21+00
 SEE SHEET 4



SCALE IN FEET
 0 20 40



QLH
 2400 N. W. 11th Ave., Suite 200
 Fort Lauderdale, FL 33304-4444
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 20788
 P.O. BOX 2800, FORT LAUDERDALE, FL 33304-0280

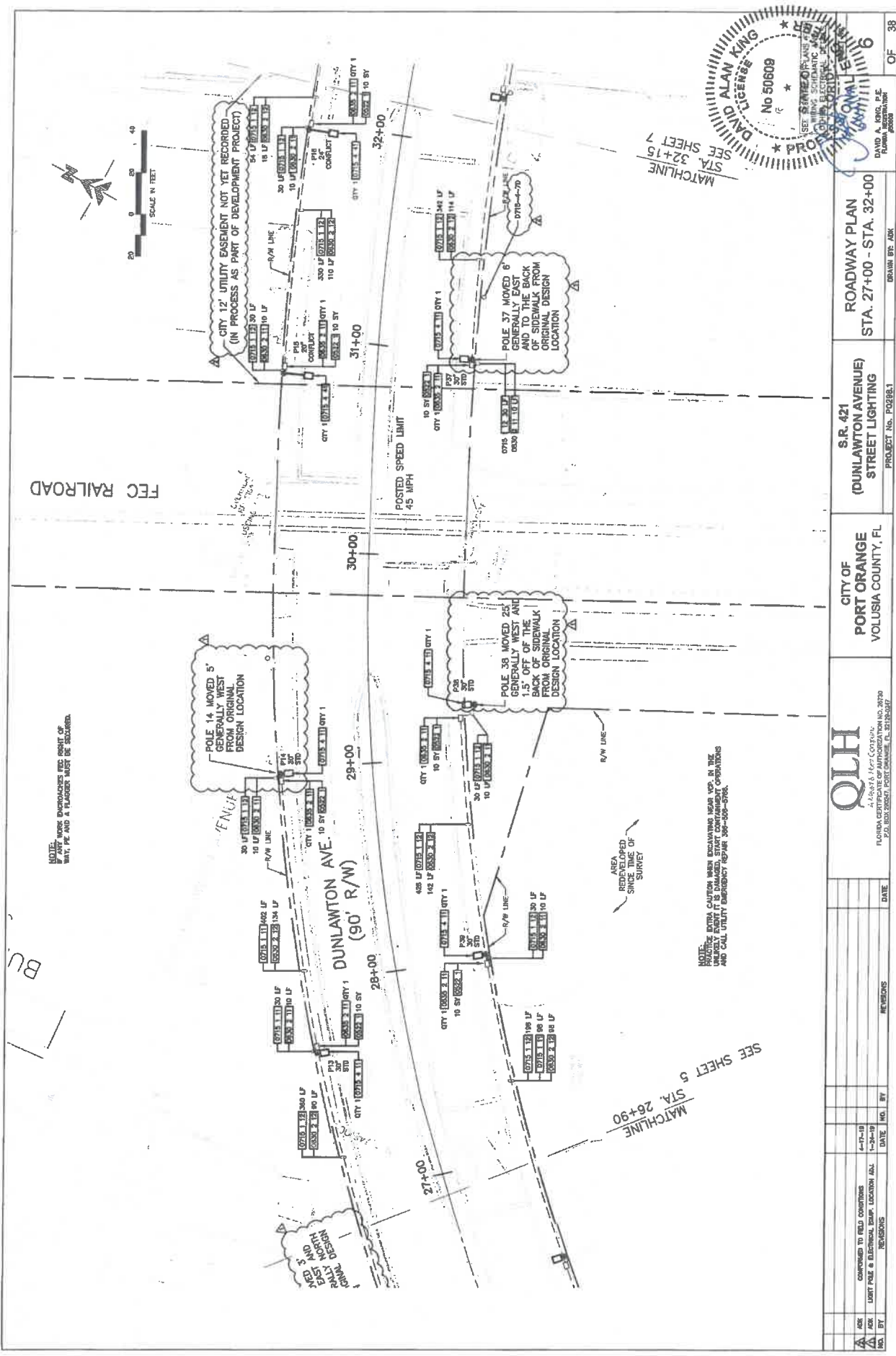
S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT NO. P0285.1

CITY OF
 PORT ORANGE
 VOLusia COUNTY, FL

ROADWAY PLAN
 STA. 21+00 - STA. 27+00

CF 38

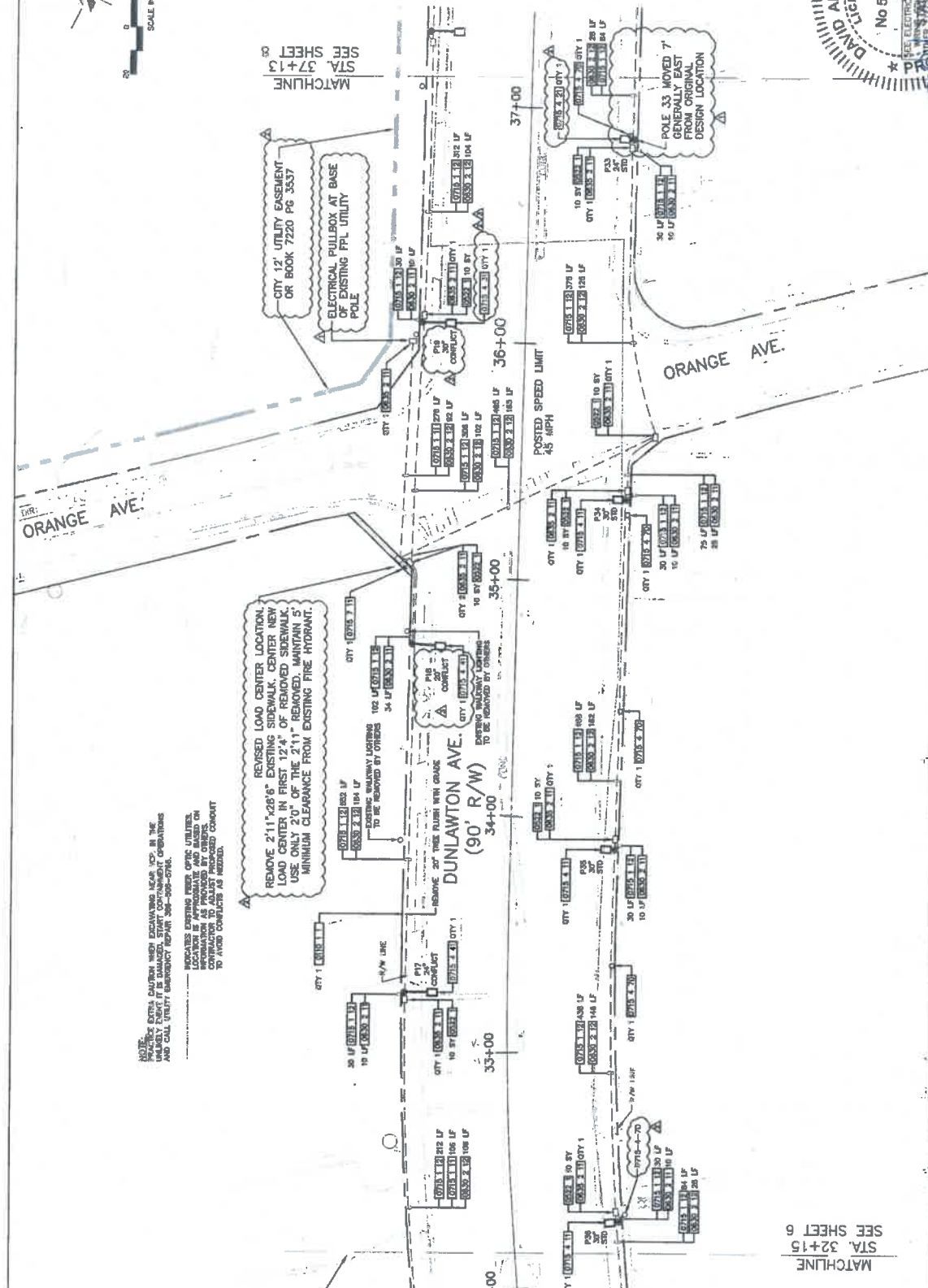
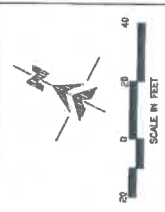
NO.	DATE	BY	REVISIONS
1	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
2	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
3	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
4	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
5	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
6	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
7	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
8	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
9	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS
10	1-25-18	AK	CONTRACT TO POLE AND FOUNDATIONS



DAVID ALAN KING
No 50609
Professional Engineer
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 20720
P.O. BOX 10001, FORT LAUDERDALE, FL 33310-0001

STA. 32+15
SEE SHEET 7
MATCHLINE

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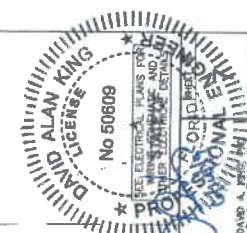


NOTES:
1. EXISTING EXTRA CAUTION WHEN EXCAVATING NEAR VCO IN THE
IMMEDIATE AREA IF IT IS DAMAGED, START CONFORMANCE OPERATIONS
AND CALL UTILITY EMERGENCY REPAIR 386-595-0786.
2. INDICATES EXISTING FIBER OPTIC UTILITIES.
3. LOCATION IS APPROXIMATE AND BASED ON
CONTRACTOR TO ADJUST PROPOSED CONDUIT
TO AVOID CONFLICTS AS NEEDED.

REVISED LOAD CENTER LOCATION:
REMOVE 2'11" x 28" EXISTING
LOAD CENTER IN BASE 24"
USE ONLY 2'0" OF THE 2'11" REMOVED
MINIMUM CLEARANCE FROM EXISTING FIRE HYDRANT.

MATCHLINE
STA. 37+15
SEE SHEET 8

MATCHLINE
STA. 32+15
SEE SHEET 6



CITY OF PORT ORANGE VOLUSIA COUNTY, FL		S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING		ROADWAY PLAN STA. 32+00 - STA. 37+00		PROJECT NO. P0286.1 DRAWN BY: JAC		38 OF	
QLH A MEMBER OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. 20220 P.O. BOX 28661, PORT ORANGE, FL 32154-0617		REVISIONS		DATE		BY			
APPROVED TO PLOT AND TRANSMIT		DATE		BY					
APPROVED TO FIELD CONSTRUCTION		DATE		BY					
APPROVED TO FIELD CONSTRUCTION		DATE		BY					
APPROVED TO FIELD CONSTRUCTION		DATE		BY					

NOTE: PROVIDE EXTRA CAUTION WHEN EXCAVATING NEAR VES. IN THE VICINITY OF EXISTING UTILITY LINES. IT IS DANGEROUS TO START CONJUNCTIVE OPERATIONS AND CALL UTILITY BUREAU (800) 485-5868-5786.

EXISTING UTILITY LINES ARE SHOWN FOR INFORMATION ONLY. LOCATIONS OF EXISTING UTILITY LINES ARE NOT GUARANTEED. INFORMATION AS PROVIDED BY OTHERS. CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO ANY CONDUIT TO AVOID CONFLICTS AS NEEDED.

MATCHLINE
STA. 37+13

CITY 12' UTILITY EASEMENT
OR BOOK 7220 PG 3537

POLE 21 MOVED 8'
GENERALLY WEST AND
2' GENERALLY NORTH
FROM ORIGINAL
LOCATION

EXISTING WALKWAY LIGHTING
TO BE REMOVED BY OTHERS

EXISTING WALKWAY LIGHTING
TO BE REMOVED BY OTHERS

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TO BE REMOVED BY OTHERS

POLE 33 MOVED 7'
GENERALLY EAST
FROM ORIGINAL
DESIGN LOCATION

EXISTING WALKWAY LIGHTING
TO BE REMOVED BY OTHERS

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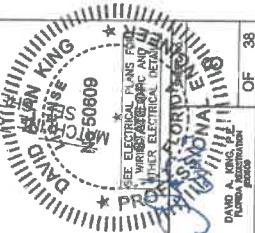
EXISTING WALKWAY LIGHTING
TO BE REMOVED BY OTHERS

SEE SHEET 7

LAFAYETTE STREET

LAFAYETTE STREET

DUNLAWTON AVE.
(90' R/W)



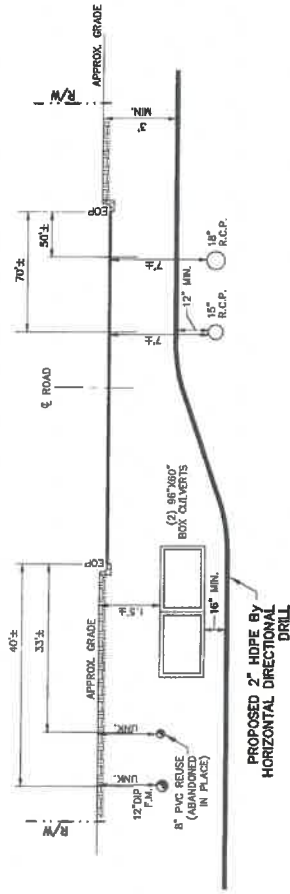
QLH
A Design Firm, Inc.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28790
P.O. BOX 28007, PORT ORANGE, FL 32128-0507

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

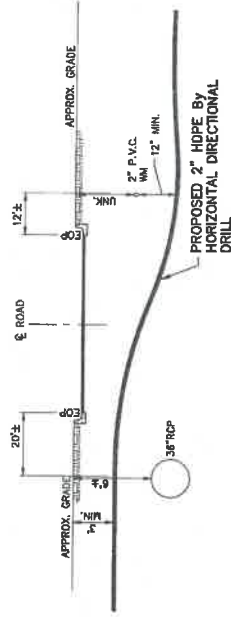
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. P0285.1

ROADWAY PLAN
STA. 37+00 - STA. 43+00
DRAWN BY: ASK

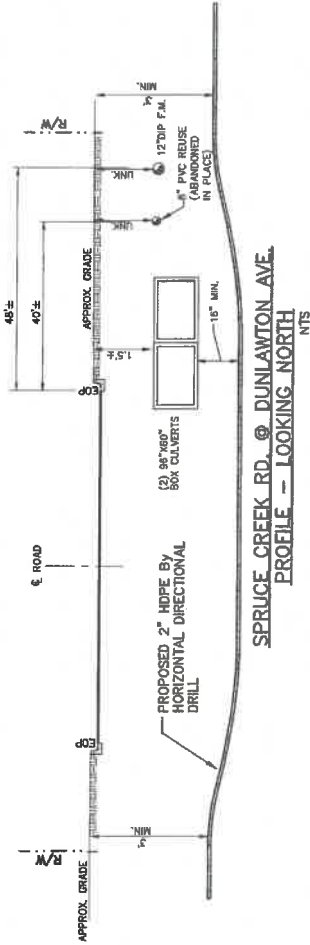
OF 38



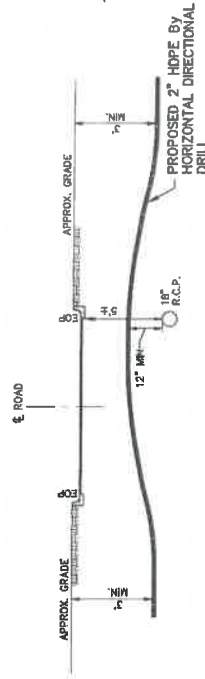
SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE -- LOOKING SOUTH
NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE -- LOOKING SOUTH
NTS



SPRUCE CREEK RD. @ DUNLAWTON AVE.
PROFILE -- LOOKING NORTH
NTS



ROSELLE ST. @ DUNLAWTON AVE.
PROFILE -- LOOKING NORTH
NTS

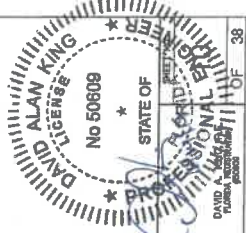
QLH

A. J. HARRIS, P.E.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28700
P.O. BOX 28027 PORT ORANGE, FL 32132-0270

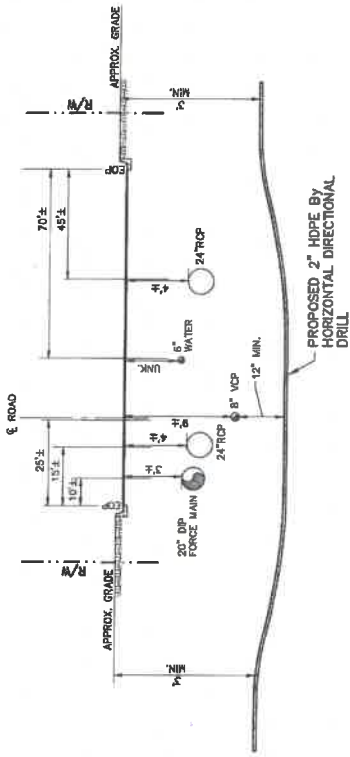
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

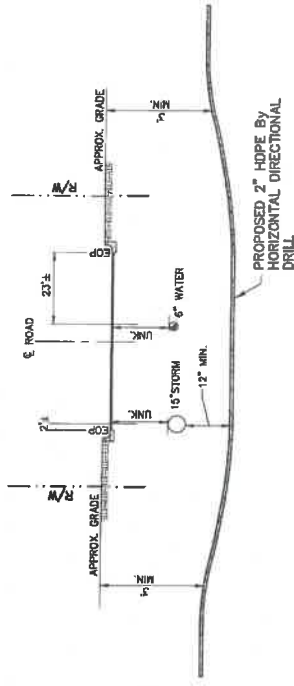
HDD PROFILES AT
SIDESTREETS



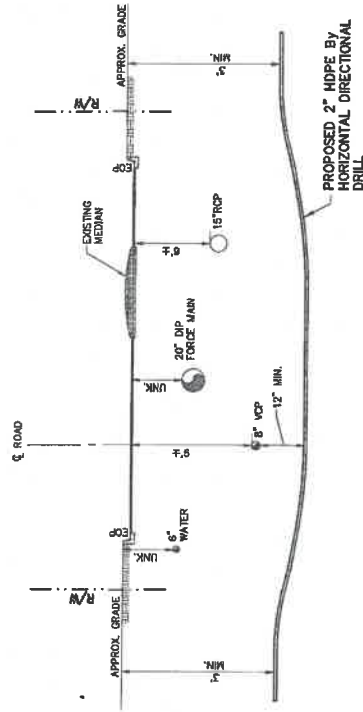
NO.	BY	DATE	REVISIONS	DATE



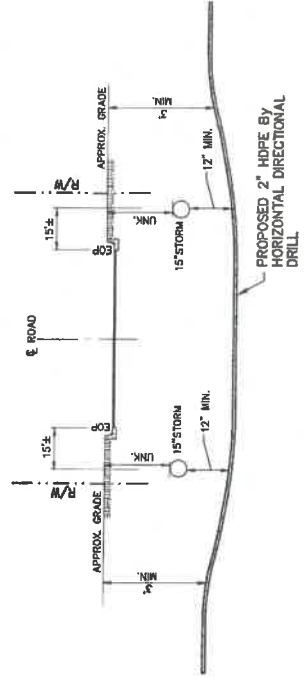
RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
NTS



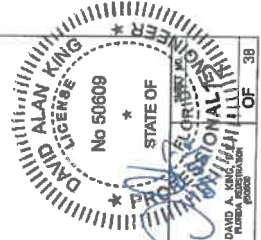
ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
NTS



RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
NTS



CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

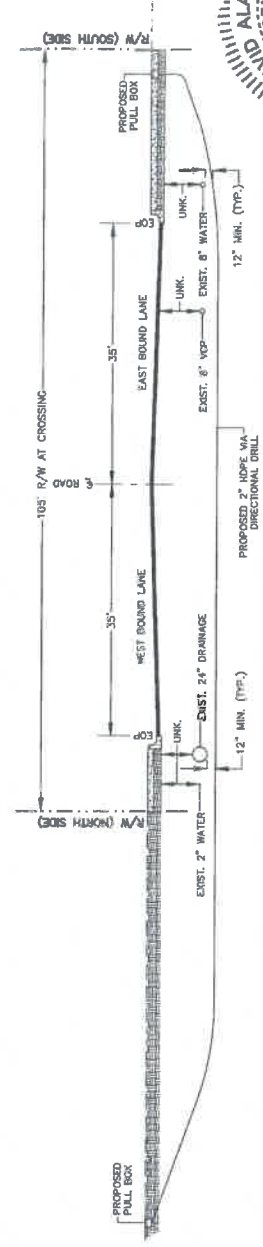
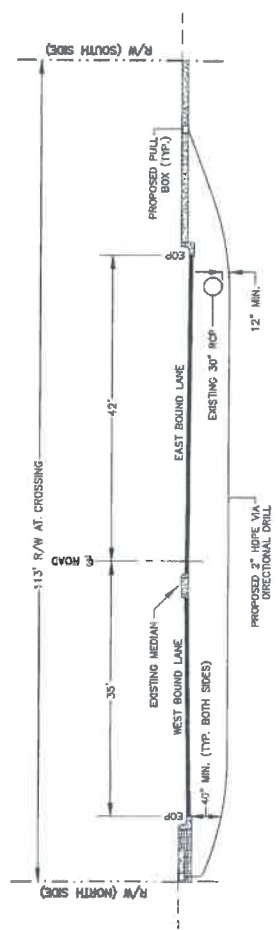
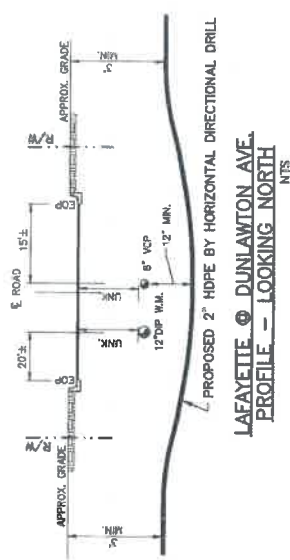
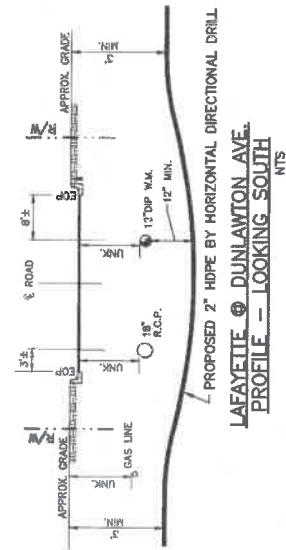
HDD PROFILES AT
SIDEStreets

PROJECT No. P028A.1

DRAWN BY: AMK

OF 39

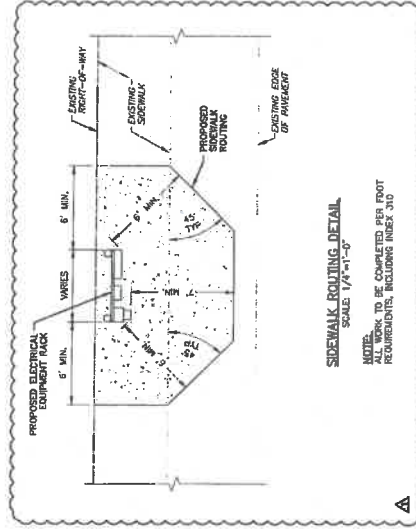
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE



DAVID ALAN KING
No 50809
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
36 OF 36
DAVID A. KING
Professional Engineer
No. 50809

[illegible]

DIRECTIONAL DRILL BIT DIAMETER SIZE REQUIREMENTS		
MAXIMUM FLAT OR BACK-REAR BIT DIAMETER WHEN ROTATED 360 DEGREES	MAXIMUM BIT DIAMETER INCHES	
OUTSIDE PIPE DIAMETER INCHES*		
<8	DIAMETER+4	
8 TO 24	1.5x DIAMETER	
>24	DIAMETER+12	
*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS		
CHART FROM SECTION 555-3.3, PG. 786 OF F.A.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2018 EDITION.		

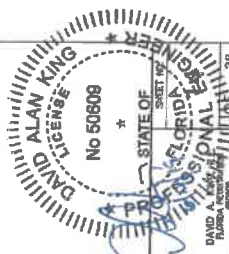


QLH

ALAN KING & COMPANY
FLORIDA CIVIL ENGINEERS, INC.
P.O. BOX 20000, PORT ORANGE, FL 32132-0007

NO.	BY	DATE	REVISIONS	DATE	BY
1	ALAN KING	10/1/10	1	10/1/10	ALAN KING

PROJECT NO. P0284.1	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	STANDARD DETAILS	DRAWN BY: ALK
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ELECTRICAL SYMBOL LEGEND

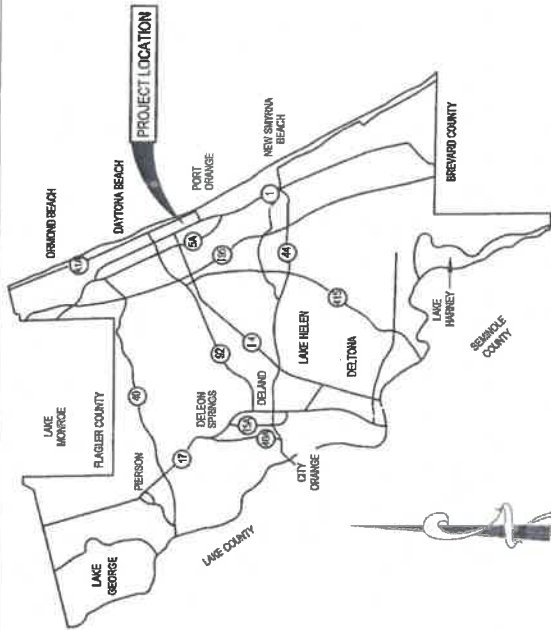
BASIC MATERIALS

SYMBOL DESCRIPTION

S _a	SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED)
WP	GFI RECEPTACLE. WP DENOTES UL LISTED AS WEATHERPROOF IN USE AND UL LISTED WEATHER RESISTANT. MOUNTED AT 48" AFF.
⊙	PHOTOCELL. MOUNTED ON ROOF FACING NORTH. BASES OF DESIGN YORK 2100 SERIES.
SPD	SURGE PROTECTION DEVICE
T	TRANSFORMER
⊞	FUSED DISCONNECT SWITCH, SIZE AS NOTED
⊞	ELECTRIC UTILITY COMPANY METER
—	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
—	GROUND ROD 3/4" x 20"
—	CONDUIT STUB
—	CONDUIT CONTINUED
—	UNDERGROUND CONDUIT

LIGHTING

⊞	LED FIXTURE MOUNTED ON POLE.
⊞	LED FIXTURE MOUNTED ON FPL CONFLICT POLE WITH 10' ARM.



COUNTY MAP

PROJECT END



PROJECT START

VICINITY MAP

(SECTION 384, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

QLH

Quantum Lighting Associates
Civil & Environmental Engineers

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 230247, FORT ORANGE, FL 32128-0247

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2018
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2018
1		TLC VOLTAGE REVISION	12-13-2018

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ELECTRICAL DRAWING INDEX

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E-308	ELECTRICAL DETAILS
E-309	ELECTRICAL DETAILS
E-310	ELECTRICAL DETAILS
SKE-1	ECCENTRIC FOUNDATION DETAIL

M. MONCEY
Florida License
Professional Engineer
December 13, 2018

ELECTRICAL SYMBOL LEGEND

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

DRAWN BY: DRS

PROJECT No. PO288.1

E-001

OF 38

GENERAL NOTES:

1. ALL WORK AND EQUIPMENT UNDER DIVISION 26 AND 27 SHALL BE IN STRICT COMPLIANCE WITH THE CODES, STANDARDS AND PRACTICES LISTED HEREIN, AND THEIR RESPECTIVE DATES ARE FURNISHED AS THE MINIMUM LATEST REQUIREMENTS.
 1. STATE OF FLORIDA.
 2. LIFE SAFETY CODE - NFPA 101.
 3. UNDERWRITERS LABORATORIES, INC. PUBLICATIONS
 4. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
 5. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
 6. NATIONAL ELECTRICAL CODE - NFPA 70.
 7. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE).
 8. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA).
 9. REQUIREMENTS OF LOCAL POWER COMPANY.
 10. 2014 FLORIDA BUILDING CODE
 11. THE AMERICANS WITH DISABILITIES ACT (ADA)
 12. FLORIDA ACCESSIBILITY CODE.
 13. CITY LOCAL CODES.
2. ALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED. VERIFY ALL OUTLET LOCATIONS ON THE JOB PRIOR TO ROUGH-IN.
3. WHEN INCREASED CONDUCTOR SIZES ARE SHOWN ON THE PLANS, THE LARGER CONDUCTOR SIZE SHALL BE USED THROUGHOUT THE LENGTH OF THE CIRCUIT, INCLUDING NEUTRAL AND GROUND.
4. EACH BRANCH CIRCUIT RACEWAY SHALL HAVE A FULL SIZE EQUIPMENT GROUND CONDUCTOR, WHERE ISOLATED GROUND CIRCUITS ARE SHOWN ON THE PLANS. PROVIDE AN ISOLATED GROUND CONDUCTOR THROUGHOUT THE LENGTH OF THE CIRCUIT IN ADDITION TO THE PHASE, NEUTRAL AND EQUIPMENT GROUND CONDUCTORS.
5. PROVIDE 18" LONG (MIN.) CONDUIT SLEEVES THRU ALL WALLS WHERE CABLES ARE INDICATED OR REQUIRED TO PASS THRU WALLS. PROVIDE BUSHINGS ON BOTH ENDS. SIZE CONDUIT FOR CABLES INSTALLED AT CABLE TRAYS. PROVIDE ONE 4" CONDUIT SLEEVE FOR EACH 4" WIDTH OF CABLE TRAY. MAXIMUMS SHALL BE.

2" = 10 CABLES
2 1/2" = 20 CABLES
3" = 30 CABLES
4" = 50 CABLES
6. ALL BRANCH CIRCUIT HOMERUNS SHALL BE ROUTED IN 34°C. MINIMUM.
7. RECEPTACLES SHALL BE LOCATED 18 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS OTHERWISE NOTED. ABOVE-COUNTER RECEPTACLES SHALL BE MOUNTED 6" ABOVE BACK SPLASH TO CENTERLINE OF DEVICE UNLESS NOTED OTHERWISE.
8. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED, WITH APPROPRIATE NEMA ENCLOSURE RATING.
 - A. WORKING CLEARANCES AND DEDICATED SPACE FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NEC 110.
9. ALL DEVICES SHALL BE MOUNTED VERTICAL, UNLESS OTHERWISE NOTED.
10. ALL RECEPTACLES SHALL BE MOUNTED SUCH THAT THE GROUND PIN IS MOUNTED UP.
11. ALL BRANCH CIRCUIT CONDUITS SHALL CONTAIN A MINIMUM OF (2) #12AWG INSULATED COPPER CONDUCTORS, PLUS A MINIMUM OF (1) #12AWG GROUND WIRE UNLESS OTHERWISE NOTED. ALL BRANCH CIRCUITS AND FEEDERS SHALL HAVE INDIVIDUAL NEUTRAL CONDUCTORS. LOCATIONS OF EQUIPMENT SPECIFIED BY OTHER TRADES OR PROVIDED BY OWNER ARE APPROXIMATE. COORDINATE EXACT LOCATIONS IN FIELD PRIOR TO ROUGHING IN AND ROUTING CONDUIT.
12. CONTRACTOR SHALL UPSIZE FEEDER AND BRANCH CIRCUIT WIRE SIZE AS REQUIRED TO COMPENSATE VOLTAGE DROP FROM LENGTHENING OF CIRCUITS DUE TO FIELD ROUTING. FINAL INSTALLATION SHALL MEET FLORIDA BUILDING CODE REQUIREMENT OF: MAXIMUM BRANCH CIRCUIT VOLTAGE DROP OF 3%.
13. CONTRACTOR SHALL PROVIDE WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING: SINGLE LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION.
14. TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE 2014 FLORIDA BUILDING CODE AND THE FLORIDA FIRE PREVENTION CODE (2010) AND ALL LOCAL CODES AND ORDINANCES.
15. WIND LOADS: PER FLORIDA BUILD CODE 2014 EDITION, SECTION 1608. ULTIMATE DESIGN WIND SPEED, VULT = 140 MPH (3 SEC. GUST RISK CATEGORY II) EXPOSURE = D.
16. ELECTRICAL CONTRACTOR SHALL PROVIDE COORDINATION SHOP DRAWINGS DEMONSTRATING COMPLIANCE WITH DEDICATED SPACE AND WORKING CLEARANCE PER NEC.
17. ELECTRICAL CONTRACTOR SHALL PROVIDE COORDINATION SHOP DRAWINGS DEMONSTRATING COMPLIANCE WITH DEDICATED SPACE AND WORKING CLEARANCE PER NEC.
18. REFER TO VOLTAGE DROP CHART BELOW FOR CONDUCTOR SIZES FOR BRANCH CIRCUITS.

CIRCUIT LENGTH	MIN. CONDUCTOR WIRE SIZE FOR VOLTAGE DROP
0 - 70'	#12 AWG
71' - 115'	#10 AWG
116' - 180'	#8 AWG
19. 181' AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.

CIRCUIT LENGTH	MIN. CONDUCTOR WIRE SIZE FOR VOLTAGE DROP
0 - 140'	#12 AWG
141' - 220'	#10 AWG
221' - 350'	#8 AWG
20. 351' AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.
21. CONTRACTOR SHALL PROVIDE TEMPORARY ELECTRICAL SERVICE FOR USE BY ALL TRADES DURING CONSTRUCTION. REMOVE TEMPORARY POWER AT THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS TO OBTAIN TEMPORARY ELECTRICAL SERVICE.
22. CONTRACTOR SHALL PROVIDE MAIN BREAKER SETTINGS AND ALL ADJUSTABLE BREAKER SETTINGS. PROVIDE AND SUBMIT COORDINATION STUDY SHOWING COORDINATION BETWEEN MAIN BREAKER(S) AND THE REST OF POWER DISTRIBUTION. PROVIDE ADJUSTABLE BREAKER OR ANPACTY LARGER THAN 100A.
23. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONDUITS, BACK BOXES, RACEWAYS, SLEEVES, SITE CONDUIT DUCT BANKS AND MANHOLES FOR THE TELECOMMUNICATIONS SYSTEM. THE STRUCTURED CABLEING CONTRACTOR (SCC) SHALL PROVIDE AND INSTALL THE WIRE AND CABLE FOR THE SYSTEMS THEY ARE INSTALLING. THE SCC SUPERVISE THE CONDUIT INSTALLATION AND VERIFY EXACT BACK BOX LOCATIONS AND CONDUIT STUB-UP LOCATIONS IN THE EQUIPMENT ROOMS.
24. EQUIPMENT SHUTDOWN RELAY SHALL BE LOCATED WITHIN 3 FEET OF THE EQUIPMENT CONTROLS AND THE WIRING TO THE RELAY SHALL BE MONITORED.
25. COORDINATION DRAWINGS
THIS PROJECT REQUIRES SUBMISSION OF COORDINATION DRAWINGS. THE DIVISION 23 CONTRACTOR IS RESPONSIBLE FOR THE INITIATION AND PREPARATION OF THE COORDINATION DRAWINGS. THIS CONTRACTOR SHALL PARTICIPATE IN THE COORDINATION DRAWING PREPARATION PROCESS AND PROVIDE ALL NECESSARY INFORMATION REQUIRED TO COORDINATE ALL TRADE INFORMATION.

NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.

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4. CONFORMED TO POLES AND FOUNDATIONS		08-13-2019	QLH Kenneth L. Hargrave P.E. & Professional Engineer O&A & Environmental Sciences FLORIDA CERTIFICATE OF AUTHORIZATION NO. 806 P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	ELECTRICAL GENERAL NOTES	M. MONCEI Florida, Inc.	SHEET NO. E-002	OF 38
3. CONFORMED TO FIELD CHANGES	04-17-2019								
2. LIGHT POLE COORDINATION	01-30-2019								
1. TLC VOLTAGE REVISION	12-13-2018								
NO	BY	DATE							
REVISIONS			DRAWN BY: DRS						

GENERAL NOTES:

24. PROVIDE PERMANENT LABEL ON ALL PANELS STATING "DO NOT WORK ON EQUIPMENT WHILE ENERGIZED, LOCK-OUT TAG-OUT REQUIRED".

25. POLES ARE DESIGNED TO SUPPORT THE FOLLOWING:

- A. LUMINAIRE EFFECTIVE PROJECTED AREA (EPA): 1.55 SF
- B. WEIGHT: 75 LB.

26. SHOP DRAWINGS: THIS INDEX IS CONSIDERED FULLY DETAILED, ONLY SUBMIT SHOP DRAWINGS FOR MINOR MODIFICATIONS NOT INCLUDED IN THE PLANS.

27. CONSTRUCTION:

- A. FOUNDATION: SPECIFICATION SECTION 455, EXCEPT PAYMENT FOR THE FOUNDATION IS INCLUDED IN THE COST OF THE POLE.
- B. FRANGIBLE BASE, BASE SHOE, AND CLAMP:
 - a. CERTIFY THAT THE CLAMP, FRANGIBLE TRANSFORMER BASE, AND BASE SHOE DESIGN ARE CAPABLE OF PROVIDING THE REQUIRED CAPACITY.
 - b. CERTIFY THE BASE CONFORMS TO THE CURRENT FHWA REQUIRED ASHTO FRANGIBILITY REQUIREMENTS, TESTED UNDER NCHRP REPORT 350 GUIDELINES (E.G. AKRON FOUNDRY TBI-17).
 - c. DO NOT ERECT POLE WITHOUT LUMINAIRE ATTACHED.

28. COATINGS/FINISH:

- A. POLE AND ARM FINISH: 50 GRIT SATIN RUBBED.
- B. GALVANIZE STEEL BOLTS, SCREWS, NUTS AND WASHERS: ASTM F2329
- C. HOT DIP GALVANIZE EJB AND OTHER STEEL ITEMS INCLUDING POLES: ASTM A123

29. PAYMENT NOTE: INCLUDE THE COST OF THE EJB IN THE COST OF THE MEDIAN BARRIER OR TRAFFIC RAILING IT IS EMBEDDED IN.

LIGHTING DESIGN VALUES			
LIGHTING LEVEL	MAXIMUM RATIO	AVG MIN RATIO	VEILING LUMINANCE RATIO
1.5 FC	10:1 OR LESS	4:1 OR LESS	3:1 OR LESS

31. MATERIALS:

- A. POLE: POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
- B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
- C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- E. ALUMINUM WELD MATERIAL: ER 4043
- F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B28 OR ASTM B108, ALLOY 356-T6
- G. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE D14 HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- H. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- J. NUT COVERS: ASTM B26 (319-F)
- K. CONCRETE: CLASS 1
- L. REINFORCING STEEL: SPECIFICATION SECTION 4153, MATERIALS:
 - A. POLE: POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
 - B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
 - C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
 - D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
 - E. ALUMINUM WELD MATERIAL: ER 4043
 - F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B28 OR ASTM B108, ALLOY 356-T6
 - G. BOLTS, NUTS AND WASHERS:
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 - b. NUTS: ASTM A563 GRADE D14 HEAVY-HEX
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 - H. ANCHOR BOLTS, NUTS, AND WASHERS:
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 - c. PLATE WASHER: ASTM A36
 - I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
 - J. NUT COVERS: ASTM B26 (319-F)
 - K. CONCRETE: CLASS 1, 3000 PSI
 - L. REINFORCING STEEL: SPECIFICATION SECTION 415

32. FABRICATION:

- A. WELD ARM AND POLE (ALLOY 6063) IN THE T4 TEMPER USING 4043 FILLER. AGE THE ARM AND POLE ARTIFICIALLY TO THE T6 TEMPER AFTER WELDING.
- B. UPRIGHT SPICES: NOT ALLOWED. TRANSVERSE WELDS ARE ONLY ALLOWED AT THE BASE.
- C. ROADWAY LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A ROUND TOP O.D. OF 6" AND A BASE O.D. OF 10". PORTIONS OF THE POLE NEAR THE BASE SHOE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 10" AND 6" RESPECTIVELY TO SIMPLIFY FABRICATION.
- D. MEDIAN BARRIER MOUNTED LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A 6" O.D. ROUND TOP WITH AN 11" X 7" O.D. OBLONG BASE. PORTIONS OF THE POLE NEAR THE BASE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 11" X 7" OBLONG AND 6" ROUND RESPECTIVELY TO SIMPLIFY FABRICATION.
- E. PROVIDE "U", "S" OR "C" HOOK AT TOP OF POLE FOR ELECTRICAL WIRES.
- F. EQUIP POLES LOCATED ON BRIDGES, WALLS AND CONCRETE MEDIAN BARRIERS/TRAFFIC RAILINGS WITH A VIBRATION DAMPER.
- G. PERFORM ALL WELDING IN ACCORDANCE WITH AWS D1.2.
- H. EMBEDDED JUNCTION BOXES (EJB):
 - a. WELD ALL SEAMS CONTINUOUSLY AND GRIND SMOOTH.
 - b. HOT DIP GALVANIZE AFTER FABRICATION
 - c. PROVIDE A WATER-TIGHT COVER WITH NEOPRENE GASKET AND SECURE COVER WITH GALVANIZED SCREWS.
- I. FOR MEDIAN BARRIER MOUNTED ALUMINUM LIGHT POLES, THE FABRICATOR MUST DEMONSTRATE THE ABILITY TO PRODUCE A CRACK FREE POLE. THE FABRICATOR'S DEPARTMENT-APPROVED QC PLAN MUST CONTAIN THE FOLLOWING INFORMATION PRIOR TO FABRICATION:
 - a. TESTS DEMONSTRATING A POLE WITH A 1/4" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 38 KIP-FT IN THE STRONG AXIS AND 30 KIP-FT IN THE WEAK AXIS.
 - b. TESTS DEMONSTRATING A POLE WITH A 5/16" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 44 KIP-FT IN THE STRONG AXIS AND 37 KIP-FT IN THE WEAK AXIS.
 - c. TEST RESULTS SHOWING THE POLE DOES NOT BUCKLE AT THE SHAPE TRANSITION AREA UNDER THE ULTIMATE MOMENT CAPACITY LOADS.
 - d. COMPLETE DETAILS AND CALCULATIONS FOR THE REINFORCED 4% 6" (MIN.) HANDHOLE LOCATED 1'-6" ABOVE THE BASE PLATE.
- J. IDENTIFICATION TAG: (SUBMIT DETAILS FOR APPROVAL.)
 - a. 2" X 4" (MAX.) ALUMINUM IDENTIFICATION TAG
 - b. LOCATE ON THE INSIDE OF THE TRANSFORMER BASE AND VISIBLE FROM THE DOOR OPENING.
 - c. SECURE TO TRANSFORMER BASE WITH 1/8" DIAMETER STAINLESS STEEL RIVETS OR SCREWS.
 - d. INCLUDE THE FOLLOWING INFORMATION ON THE ID TAG:
 - 1. FINANCIAL PROJECT ID
 - 2. POLE HEIGHT
 - 3. MANUFACTURER'S NAME

33. IN CERTAIN INSTANCES WHERE POLES CANNOT BE INSTALLED EXACTLY WHERE SPECIFIED ON THE DRAWINGS POLE LOCATIONS MAY BE SHIFTED UP TO A MAXIMUM OF 5'-0" TO AVOID ANY CONFLICTS.

NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.



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4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

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Professional Engineer
No. 12,488, State of FL

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ELECTRICAL GENERAL NOTES

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

PROJECT No. P0288.1

DRAWN BY: DRS

SHEET NO.

E-003

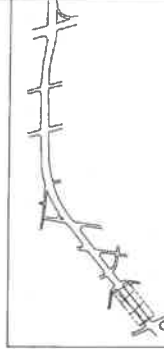
OF 38



December

- 1 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX

1 2 5 3 4
REFER TO E-308 THRU E-310 FOR
SPECIFIC POLE FOUNDATION DETAIL



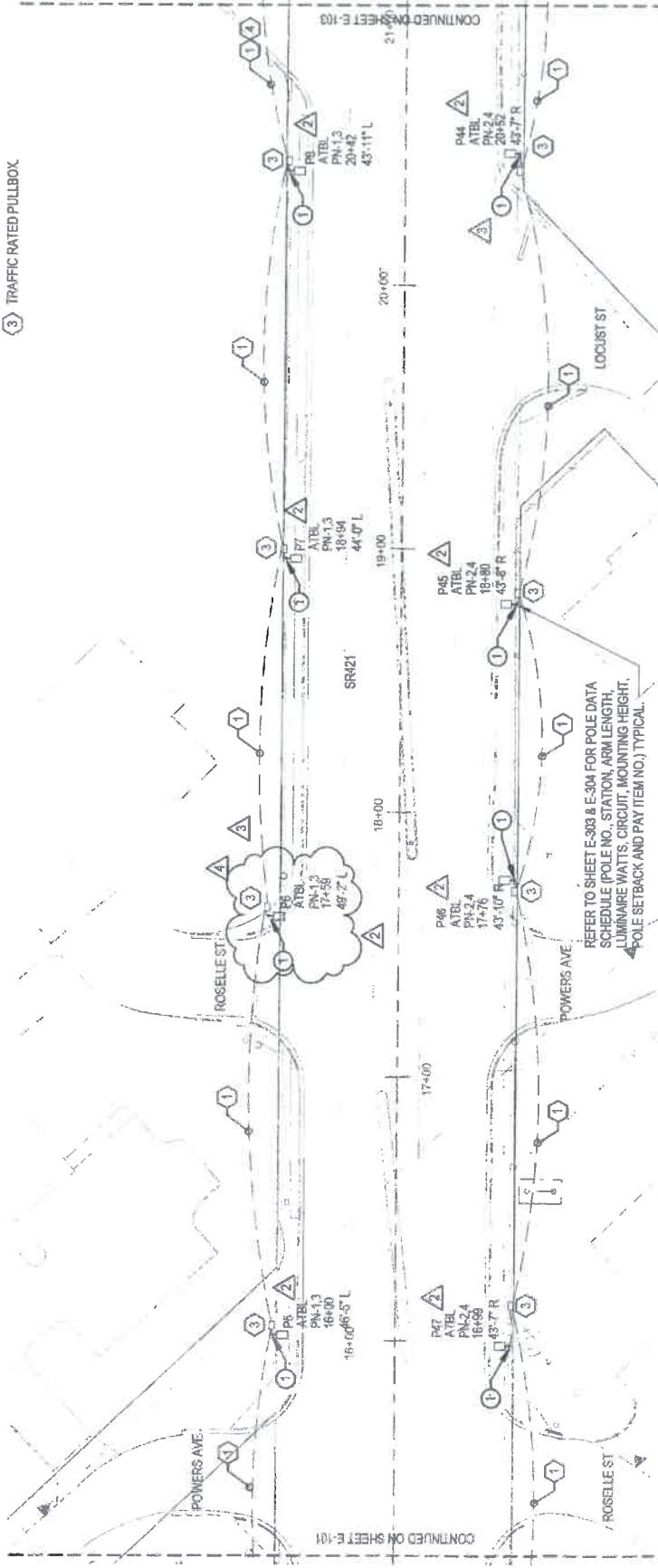
4	CONFORMED TO POLES AND FOUNDATIONS	08-13-2019	 QLH <i>Quarles, L. Hampton Associates</i> Civil & Electrical Engineers 10000 E. 15th Avenue, Suite 100 Denver, CO 80231 Phone: (303) 751-1100 Fax: (303) 751-1101 Email: info@qlh.com	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	ELECTRICAL PLAN - AREA 1	 M. MONCI Florida Lic. #46528 PROFESSIONAL ENGINEER ELECTRICAL	SHEET NO.
3	CONFORMED TO FIELD CHANGES	04-17-2019						E-101
2	LIGHT POLE COORDINATION	01-30-2019						OF
1	TLC VOLTAGE REVISION	12-13-2018						38
NO. BY		DATE	FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626 P.O. DRAWER 250247, PORT ORANGE, FL 32129-0247					
REVISIONS		PROJECT No. P0288.1 DRAWN BY: DRS Descrptl						

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX



1 ELECTRICAL PLAN - AREA 2



NO. BY DATE REVISIONS	06-13-2019 04-17-2019 01-30-2019 12-13-2018	CONFORMED TO POLES AND FOUNDATIONS CONFORMED TO FIELD CHANGES LIGHT POLE COORDINATION TLC VOLTAGE REVISION	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	ELECTRICAL PLAN - AREA 2	M. MONC Electrical Engineer No. 4822 STATE OF FLORIDA PROJECT NO. 517004 SHEET NO. E-102 OF 38 DRAWN BY: DRS PROJECT NO. P0298.1 DRAWN BY: DRS Decorr
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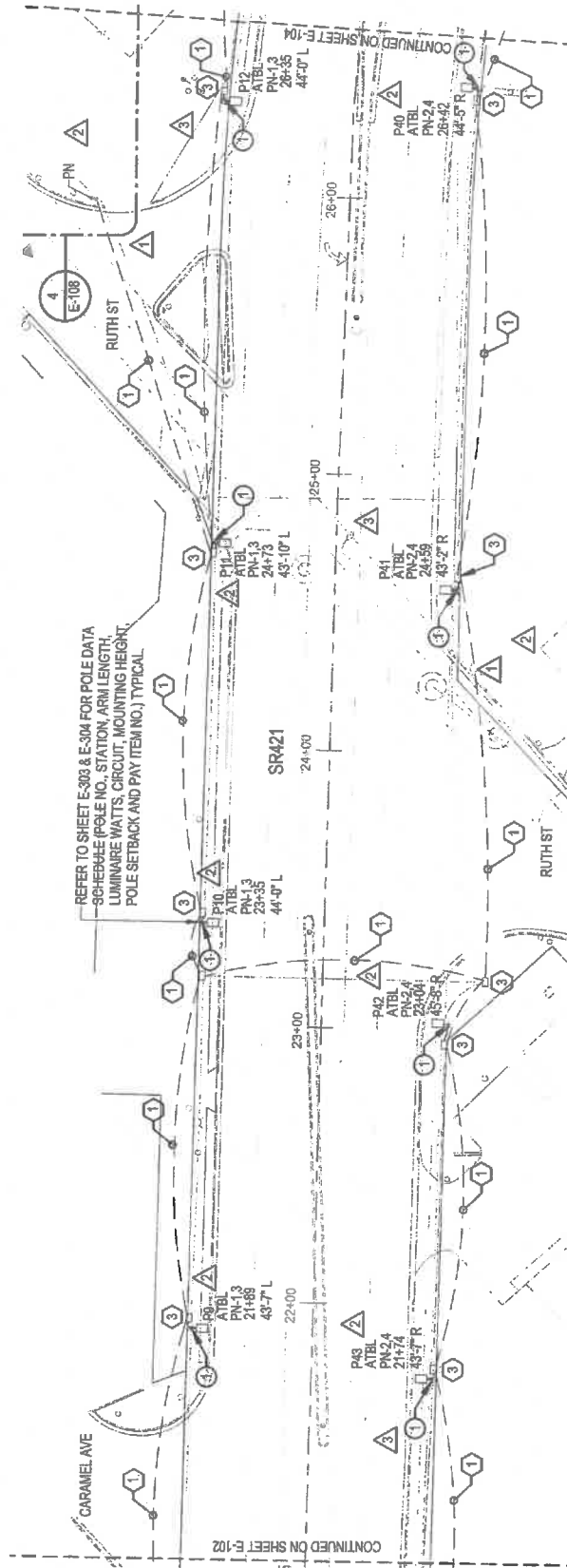
QLH
 The Quality Lighting Association
 Quality Lighting Association
 P.O. Box 290247, Port Orange, FL 32129-0247
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX



ELECTRICAL PLAN - AREA 3

1 1" = 40'-0"

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 3

SHEET NO.
E-103
OF 38

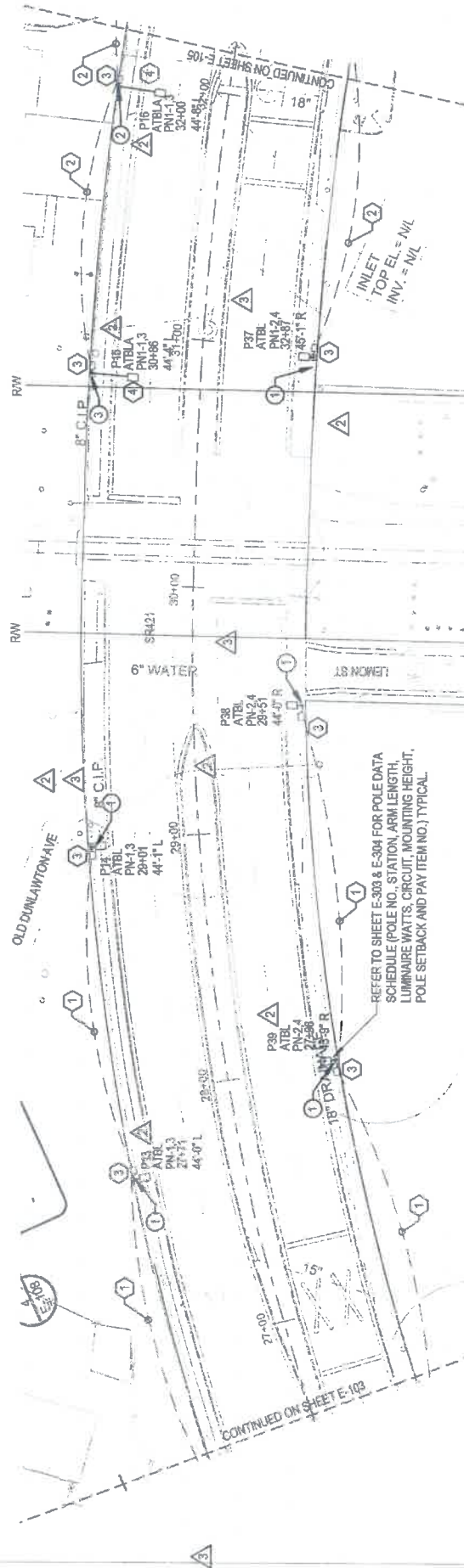


DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

KEYED NOTES

- 1 2#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 2#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULL BOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



ELECTRICAL PLAN - AREA 4

1 1" = 40'-0"

71C
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PROJECT NO. 517004

NO.	BY	REVISIONS
4		CONFORMED TO POLES AND FOUNDATIONS
3		CONFORMED TO FIELD CHANGES
2		LIGHT POLE COORDINATION
1		TLC VOLTAGE REVISION

DATE	DATE
05-13-2019	
04-17-2019	
01-30-2019	
12-13-2018	

QLH
Quentin L. Harpster, Associate
QLE & Environmental Engineers

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 526
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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 4

M. MO
Flork

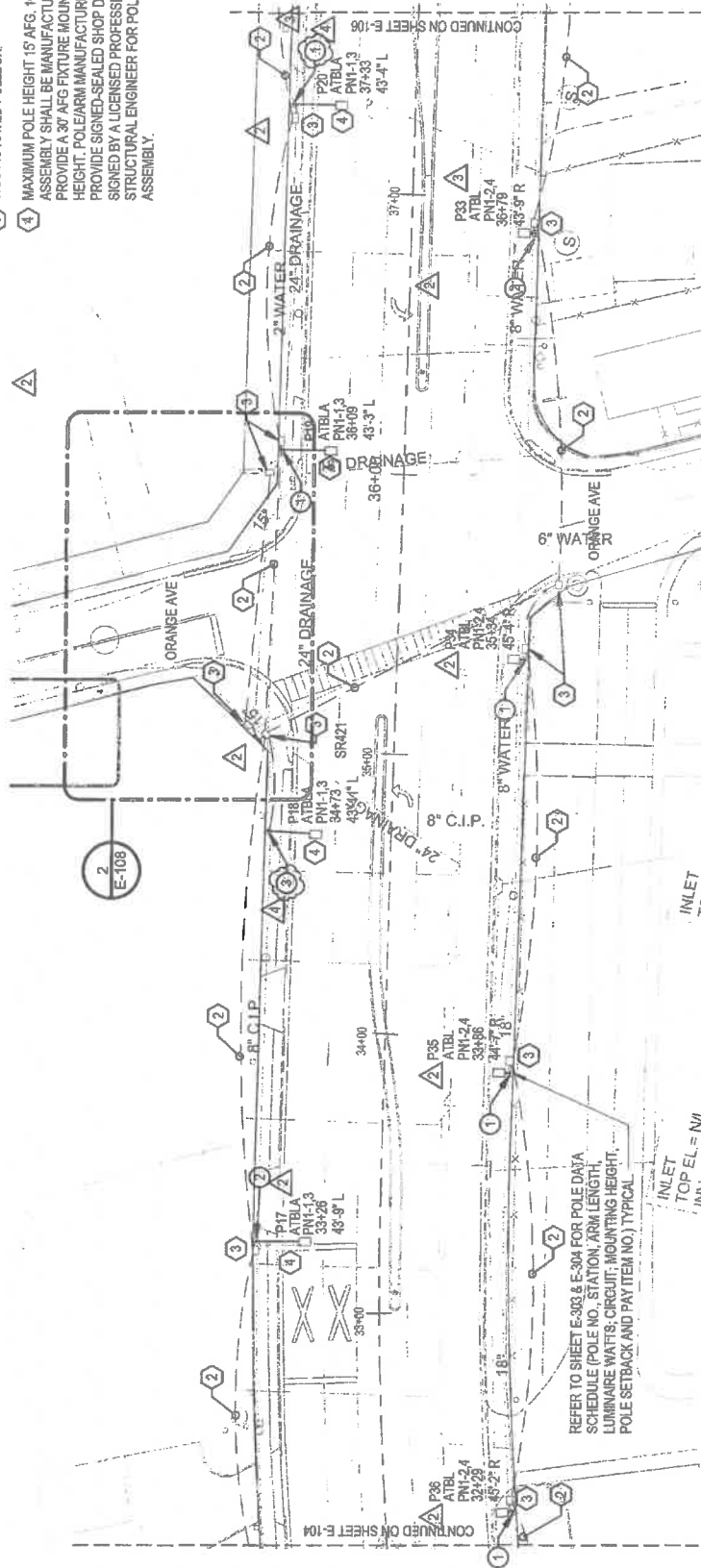
SHEET NO.
E-104
OF 38

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX
- 4 MAXIMUM POLE HEIGHT, 15 AFG, 18' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



ELECTRICAL PLAN - AREA 5

1 1" = 40'-0"

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PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	05-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-15-2016

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Quentin L. Hampton, Assoc. Engineer
Civil & Environmental Systems
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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 5

PROJECT No. PD298.1

Decer



SHEET NO.
E-105
OF 38

2

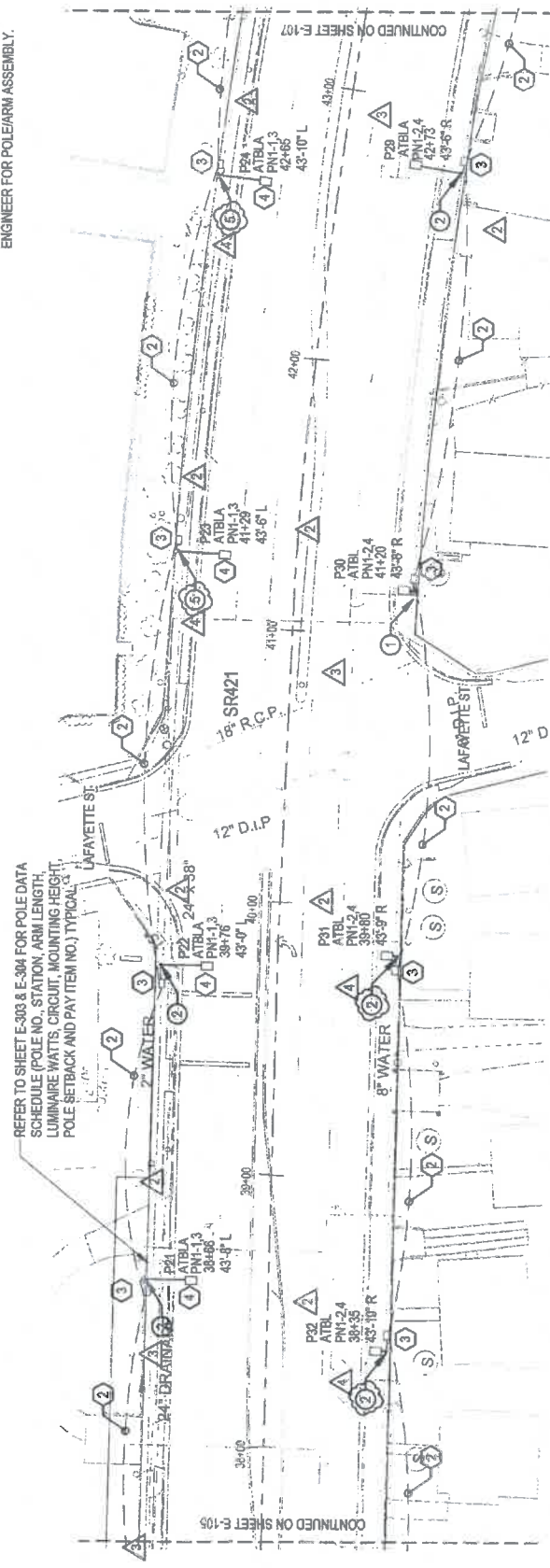
DETAIL NOTES

- 1 2 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 3 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT, 15' AFG, 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.

REFER TO SHEET E-303 & E-304 FOR POLE DATA SCHEDULE (POLE NO., STATION, ARM LENGTH, LUMINAIRE WATTS, CIRCUIT, MOUNTING HEIGHT, POLE SETBACK AND PAY ITEM NO.) TYPICAL.

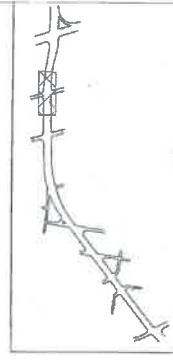


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1 ELECTRICAL PLAN - AREA 6



1" = 40'-0"



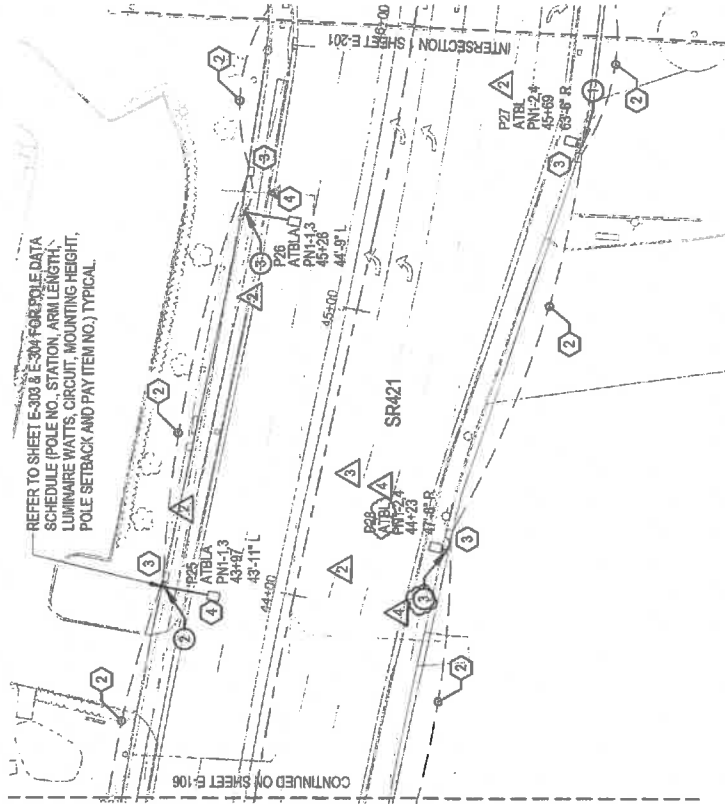
NO. BY		DATE		REVISIONS	
4		06-13-2019		CONFORMED TO POLES AND FOUNDATIONS	
3		04-17-2019		CONFORMED TO FIELD CHANGES	
2		01-30-2019		LIGHT POLE COORDINATION	
1		12-13-2018		TLC VOLTAGE REVISION	
M. MONC		PROJECT No. PO288.1		DRAWN BY: DRS	
Florida L		CITY OF		PORT ORANGE	
No. 49922		VOLUSIA COUNTY, FL		S.R. 421	
STATE OF		DUNLAWTON AVENUE		STREET LIGHTING	
PROFESSIONAL ENGINEER		ELECTRICAL PLAN - AREA 6		PROJECT No. PO288.1	
SHEET NO.		Decem		DRAWN BY: DRS	
E-106		OF 38		DRAWN BY: DRS	

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULL BOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 7



1" = 40'-0"

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4 CONFORMED TO POLES AND FOUNDATIONS

3 CONFORMED TO FIELD CHANGES

2 LIGHT POLE COORDINATION

1 TLC VOLTAGE REVISION

NO. BY

REVISIONS

06-13-2019

04-17-2019

01-30-2019

12-13-2018

DATE

DATE

QLH
Charles L. Haggins, Association
Of Professional Engineers

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 7

PROJECT No. PO298.1

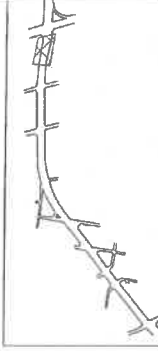
DRAWN BY: DRS

M. MONCEP HADJI, P.E.
Florida License #48022

SHEET NO.
E-107

DATE
November 13, 2018

OF 38



1 TRAFFIC RATED PULLBOX.



4	CONFORMED TO POLES AND FOUNDATIONS
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No 12 2017

6107-01-001

04-17-2019

01-30-2019

12-13-2018

DATE _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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QIH
Quentin L. Higgins Associates
Civil & Environmental Engineers

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CITY OF
PORT ORANGE
OLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ENLARGED ELECTRICAL PANEL PLANS

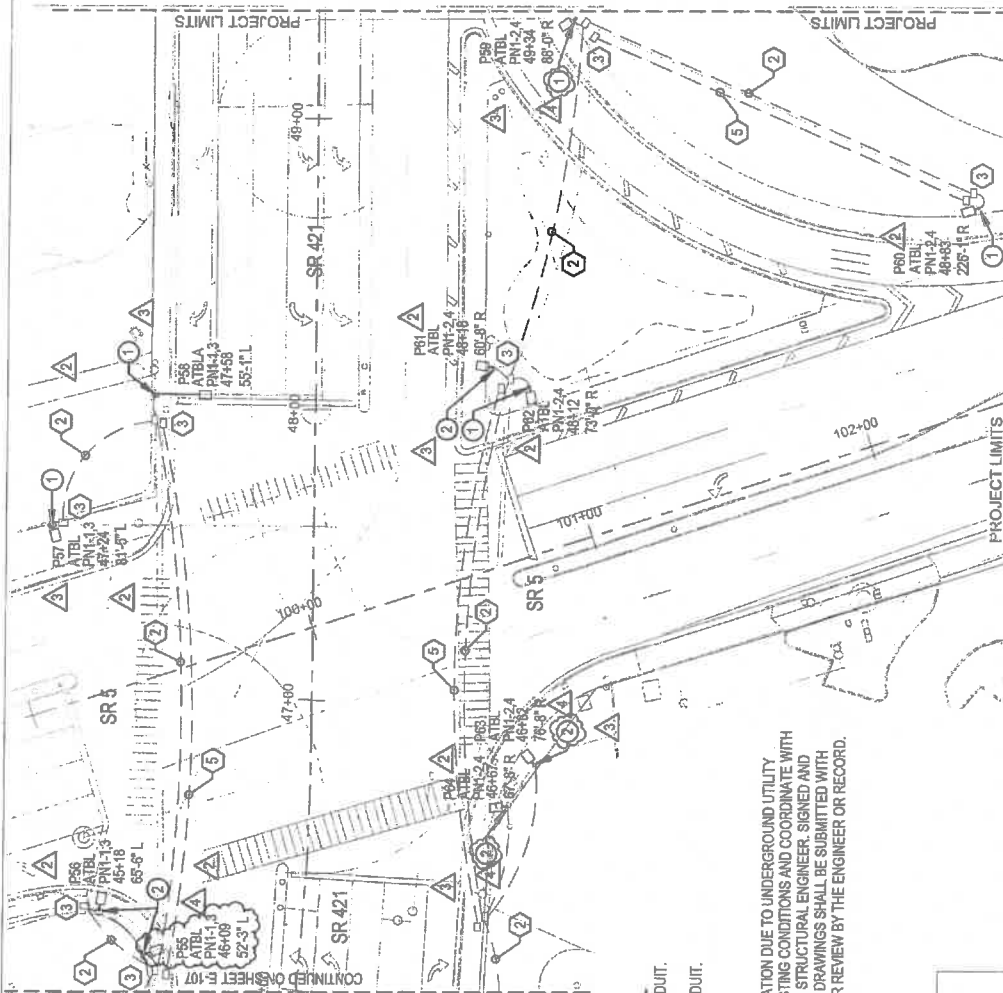
M. MONC

SHEET NO.

E-108

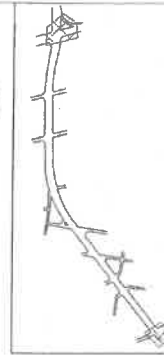
OF 38

REFER TO E-308 AND E-309 FOR
SPECIFIC POLE FOUNDATION DETAIL.



- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 POLE REQUIRES CUSTOM FOUNDATION RESTRICTIONS. FIELD VERIFY EXISTING POLE LIGHTING MANUFACTURERS STRUT SEaled POLE FOUNDATION SHOP DRAWING LIGHTING FIXTURE SUBMITTAL FOR REVIEW.
- 5 PROVIDE SPARE 2" CONDUIT.

INTERSECTION LIGHTING



① INTERSECTION 1 - SR-421 & SR-5 INTERSECTION LIGHTING
1" = 40'-0"

PROJECT NO. 317/004		CONFORMED TO POLES AND FOUNDATIONS		06-13-2019	 QLH Quality Lighting Design & Engineering Inc. 10000 W. 11th Ave., Suite 100 Fort Lauderdale, FL 33324 Phone: (954) 344-1111 Fax: (954) 344-1112 Email: info@qlh.com	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWEN AVENUE) STREET LIGHTING	INTERSECTION 1 & 2 LIGHTING	M. MONC Florida		SHEET NO. E-201
CONFORMED TO FIELD CHANGES		04-17-2019									
LIGHT POLE COORDINATION		01-30-2019									
TLC VOLTAGE REVISION		12-13-2018									
NO.	BY	REVISIONS		DATE	FLORIDA CERTIFICATE OF AUTHORIZATION NO. 656 P.O. DRAWER 200247, PORT ORANGE, FL 32129-0247	PROJECT No. P0288.1	DRAWN BY: DRS	DESIGN	OF 38		

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2

TYPE	DESCRIPTION	MANUFACTURER	MODEL	VOLTAGE	REQUIRED LAMPS		COMMENTS
					TYPE	LAMP QUANTITY	
ATBL	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1	200 VA
ATBLA	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION, PPL CONFLICT POLE WITH 15' ARM.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1	200 VA

Branch Panel: PN1

- EXTRACT SCHEDULE NOTES:**
- A. POLES SHALL BE BY VALMONT INDUSTRIES OR HAPCO, INC. PROVIDE SIGNED SEALED SHOP DRAWINGS BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER SHOWING POLES, ARMS, WELDING DETAILS, WIND LOADING DATA, AND MATERIAL TYPES, FINISHES, AND THICKNESSES. PROVIDE A COPY OF THE DOT APPROVED MANUFACTURER CERTIFICATE.
 - B. SEE SITE PLANS FOR CONFLICT POLE LOCATION AND HEIGHT REQUIREMENTS. SEE KEYNOTE NO. 4 ON SHEETS E-104 THROUGH E-107.
 - C. PROVIDE SIGNED AND SEALED SHOP DRAWINGS/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND ULTIMATE WIND SPEED OF 140 MPH WITH A GUST FACTOR OF 1.3 WIND LOADING REQUIREMENTS.

A.I.C. Rating: 35,000
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%



Volts: 240/480 Single
Phases: 1
Wires: 3

Notes:

CKT	Circuit Description	No. of Trip	Pole	A	B	Pole	No. of Trip	Circuit Description	CKT
1	Street Lighting - North East SR421	20 A	2	3.2 kVA	3.4 kVA	2	20 A	Street Lighting - South East SR421	2
3		-	-	0.0 kVA	0.0 kVA	-	-		4
5	Space	-	-	0.0 kVA	0.1 kVA	2	20 A	Lighting Contactor	6
7	Space	-	-	0.0 kVA	0.0 kVA	-	-		7
9	Space	-	-	0.0 kVA	0.0 kVA	-	-		8
11	Space	-	-	0.0 kVA	0.0 kVA	-	-		9
Total Load:				6.7 kVA	0.0 kVA				
Total Amps:				28 A	0 A				



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PROJECT NO.	DATE	BY	REVISIONS
06-13-2019			CONFORMED TO POLES AND FOUNDATIONS
04-17-2019			CONFORMED TO FIELD CHANGES
01-30-2019			RIGHT POLE COORDINATION
12-13-2018			TLC VOLTAGE REVISION

QLT

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CITY OF
PORT ORANGE
POLUSIA COUNTY, FL

S.R. 421
UNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PANEL AND LIGHTING FIXTURE

DRAWN BY: DRS

[illegible]

SHEET NO. E-301 OF 38

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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-15-2018

QLH
Quentin L. Harpster, Assoc.
Civil & Environmental Engineer
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO288.1

ELECTRICAL PANEL SCHEDULE

M. MON
Florida

Deco

Branch Panel: PN

Location:
Supply From:
Mounting: Surface
Enclosure: NEMA 4X

A.L.C. Rating: 35,000
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%



Volts: 240/480 Single
Phases: 1
Wires: 3

Notes:

CK T	Circuit Description	No. of Circuits	Breaker Type	Breaker Rating	Panel Rating	Panel Type	Circuit Description	CK T
1	Street Lighting - North West SR421	20 A	2	3.0 kVA	3.2 kVA		Street Lighting - South West SR421	2
3	Space	-	-	-	-	-		4
5	Space	-	-	-	-	-		6
7	Space	-	-	-	-	-		8
9	Space	-	-	-	-	-		10
11	Space	-	-	-	-	-		12
Total Load:		6.3 kVA		0.0 kVA		0.0 kVA		
Total Amps:		28 A		0 A		0 A		

Load Classification
Lighting - Exterior

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Lighting - Exterior	6.3 kVA	125.00%	7.8 kVA	
				Total Conn. Load: 6.3 kVA
				Total Est. Demand: 7.85 kVA
				Total Conn. Current: 13 A
				Total Est. Demand Current: 16 A

Notes:

POLE DATA SCHEDULE

POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P1	10 + 67	0' - 0"	171	PN - 1,3	30'	48' - 6" L	0715 4 11
P2	11 + 59	0' - 0"	171	PN - 1,3	30'	44' - 8" L	0715 4 11
P3	13 + 06	0' - 0"	171	PN - 1,3	30'	44' - 5" L	0715 4 11
P4	14 + 53	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P5	16 + 00	0' - 0"	171	PN - 1,3	30'	46' - 5" L	0715 4 11
P6	17 + 59	0' - 0"	171	PN - 1,3	30'	49' - 2" L	0715 4 11
P7	18 + 94	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P8	20 + 42	0' - 0"	171	PN - 1,3	30'	43' - 11" L	0715 4 11
P9	21 + 89	0' - 0"	171	PN - 1,3	30'	43' - 7" L	0715 4 11
P10	23 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P11	24 + 73	0' - 0"	171	PN - 1,3	30'	43' - 10" L	0715 4 11
P12	26 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P13	27 + 71	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P14	29 + 01	0' - 0"	171	PN - 1,3	30'	44' - 1" L	0715 4 11
P15	30 + 86	15' - 0"	171	PN1 - 1,3	30'	44' - 4" L	0715 4 41
P16	32 + 00	15' - 0"	171	PN1 - 1,3	30'	44' - 8" L	0715 4 41
P17	33 + 26	15' - 0"	171	PN1 - 1,3	30'	43' - 9" L	0715 4 41
P18	34 + 73	15' - 0"	171	PN1 - 1,3	30'	43' - 11" L	0715 4 41
P19	36 + 09	15' - 0"	171	PN1 - 1,3	30'	43' - 3" L	0715 4 31
P20	37 + 33	15' - 0"	171	PN1 - 1,3	30'	43' - 4" L	0715 4 31
P21	38 + 66	15' - 0"	171	PN1 - 1,3	30'	43' - 8" L	0715 4 41
P22	39 + 76	15' - 0"	171	PN1 - 1,3	30'	43' - 0" L	0715 4 41
P23	41 + 29	15' - 0"	171	PN1 - 1,3	30'	43' - 6" L	0715 4 41
P24	42 + 65	15' - 0"	171	PN1 - 1,3	30'	43' - 10" L	0715 4 41

POLE DATA SCHEDULE CONT.

POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P25	43 + 97	15' - 0"	171	PN1 - 1,3	30' - 0"	43' - 11" L	0715 4 41
P26	45 + 26	15' - 0"	171	PN1 - 1,3	30' - 0"	44' - 9" L	0715 4 41
P27	45 + 69	0' - 0"	171	PN1 - 5,7	30' - 0"	63' - 6" R	0715 4 11
P28	44 + 23	0' - 0"	171	PN1 - 5,7	30' - 0"	47' - 8" R	0715 4 21
P29	42 + 73	15' - 0"	171	PN1 - 5,7	30' - 0"	43' - 6" R	0715 4 41
P30	41 + 20	0' - 0"	171	PN1 - 5,7	30' - 0"	43' - 8" R	0715 4 11
P31	39 + 80	0' - 0"	171	PN1 - 5,7	30' - 0"	43' - 9" R	0715 4 21
P32	38 + 35	0' - 0"	171	PN1 - 5,7	30' - 0"	43' - 10" R	0715 4 21
P33	36 + 75	0' - 0"	171	PN1 - 5,7	30' - 0"	43' - 9" R	0715 4 21
P34	35 + 34	0' - 0"	171	PN1 - 5,7	30' - 0"	45' - 4" R	0715 4 11
P35	33 + 86	0' - 0"	171	PN1 - 5,7	30' - 0"	44' - 7" R	0715 4 11
P36	32 + 29	0' - 0"	171	PN1 - 5,7	30' - 0"	45' - 2" R	0715 4 11
P37	32 + 87	0' - 0"	171	PN1 - 5,7	30' - 0"	45' - 1" R	0715 4 11
P38	29 + 51	0' - 0"	171	PN - 5,7	30' - 0"	44' - 0" R	0715 4 11
P39	27 + 96	0' - 0"	171	PN - 5,7	30' - 0"	43' - 9" R	0715 4 11
P40	26 + 42	0' - 0"	171	PN - 5,7	30' - 0"	44' - 5" R	0715 4 11
P41	24 + 59	0' - 0"	171	PN - 5,7	30' - 0"	43' - 2" R	0715 4 11
P42	23 + 04	0' - 0"	171	PN - 5,7	30' - 0"	45' - 8" R	0715 4 11
P43	21 + 74	0' - 0"	171	PN - 5,7	30' - 0"	43' - 7" R	0715 4 11
P44	20 + 52	0' - 0"	171	PN - 5,7	30' - 0"	43' - 7" R	0715 4 11
P45	18 + 80	0' - 0"	171	PN - 5,7	30' - 0"	43' - 8" R	0715 4 11
P46	17 + 76	0' - 0"	171	PN - 5,7	30' - 0"	43' - 10" R	0715 4 11
P47	16 + 99	0' - 0"	171	PN - 5,7	30' - 0"	43' - 7" R	0715 4 11
P48	14 + 63	0' - 0"	171	PN - 5,7	30' - 0"	43' - 9" R	0715 4 11
P49	13 + 17	0' - 0"	171	PN - 5,7	30' - 0"	43' - 4" R	0715 4 11
P50	11 + 69	15' - 0"	171	PN - 5,7	30' - 0"	43' - 5" R	0715 4 31
P51	10 + 01	0' - 0"	171	PN - 5,7	30' - 0"	41' - 6" R	0715 5 31
P52	09 + 98	0' - 0"	171	PN - 5,7	30' - 0"	45' - 0" R	0715 5 31


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 PROJECT NO. 517004

NO.	BY	DATE	REVISIONS
4		06-13-2019	CONFORMED TO POLES AND FOUNDATIONS
3		04-17-2019	CONFORMED TO FIELD CHANGES
2		01-30-2019	LIGHT POLE COORDINATION
1		12-13-2018	TLC VOLTAGE REVISION



FLORIDA CERTIFICATE OF AUTHORIZATION NO. 696
 P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

CITY OF
 PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING

PROJECT NO. P0288.1
 DRAWN BY: DRS

POLE DATA SCHEDULE

M. MONC
 Florida
 PROFESSIONAL ENGINEER
 No. 48282
 STATE OF
 FLORIDA
 PROFESSIONAL ENGINEER

SHEET NO.
E-303
 OF 38


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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-15-2018

QLH
 Overland L. Hampton Associates
 Civil & Environmental Engineers
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
 P.O. DRAWER 230247, PORT ORANGE, FL 32129-0247

CITY OF
 PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT No. P0288.1

M. MOI
 FIELD
 Dec
 DRAWN BY: DRS



SHEET NO.
E-304
 OF 38

POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P53	08 + 77	0'-0" ^A	171	PN - 5,7	30'-0"	68' - 6" R	0715 4 11 ^A
P54	09 + 22	15'-0"	171	PN - 1,3	30'-0"	51' - 6" L	0715 4 31
P55	46 + 09	0'-0" ^A	171	PN1 - 1,3	30'-0"	52' - 3" L	0715 4 21 ^A
P56	46 + 18	0'-0"	171	PN1 - 1,3	30'-0"	65' - 6" L	0715 4 21
P57	47 + 24	0'-0" ^A	171	PN1 - 1,3	30'-0"	81' - 5" L	0715 4 11
P58	47 + 58	15'-0"	171	PN1 - 1,3	30'-0"	55' - 1" L	0715 4 31 ^A
P59	49 + 34	0'-0"	171	PN1 - 5,7	30'-0"	88' - 0" R	0715 4 11 ^A
P60	48 + 83	0'-0"	171	PN1 - 5,7	30'-0"	226' - 1" R	0715 4 11 ^A
P61	48 + 18	0'-0"	171	PN1 - 5,7	30'-0"	60' - 8" R	0715 4 21
P62	48 + 12	0'-0"	171	PN1 - 5,7	30'-0"	73' - 0" R	0715 4 11
P63	46 + 82	0'-0"	171	PN1 - 5,7	30'-0"	76' - 8" R	0715 4 21 ^A
P64	46 + 67	0'-0"	171	PN1 - 5,7	30'-0"	67' - 8" R	0715 4 21 ^A


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NO.	BY	DATE	REVISIONS
4		06-13-2019	CONFORMED TO POLES AND FOUNDATIONS
3		04-17-2019	CONFORMED TO FIELD CHANGES
2		01-30-2019	LIGHT POLE COORDINATION
1		12-15-2018	TLC VOLTAGE REVISION

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 Civil & Environmental Engineers
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S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT No. PO288.1

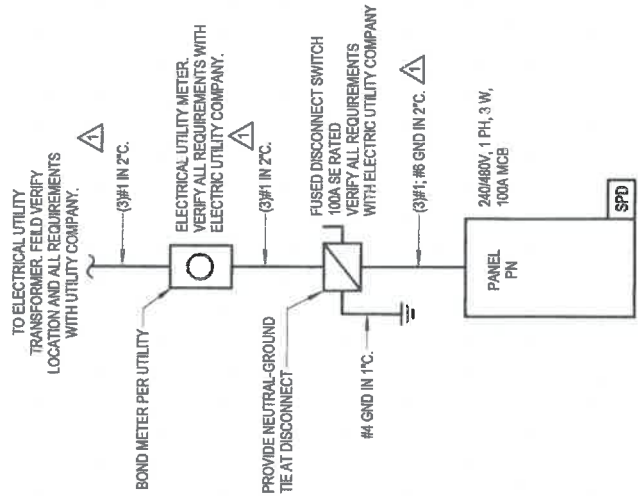
ELECTRICAL ONE-LINE
 DIAGRAMS
 DRAWN BY: DRS

M. MON
 Florida
 No. 44022
 STATE OF
 PROFESSIONAL ENGINEER

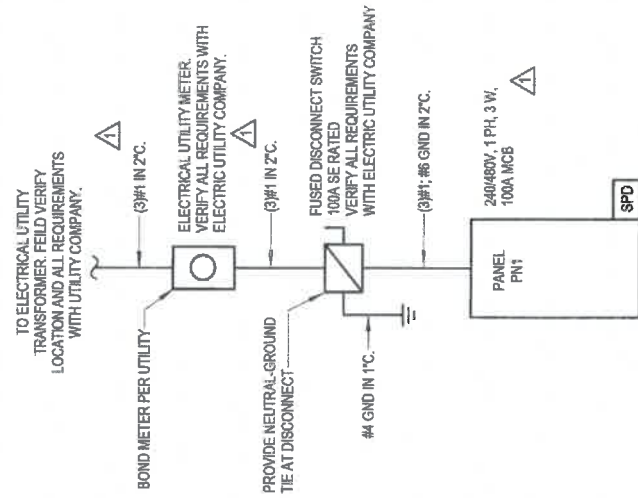
SHEET NO.
 E-305
 OF 38



1 ELECTRICAL ONE-LINE DIAGRAM PN
 N.T.S



2 ELECTRICAL ONE-LINE DIAGRAM PN1
 N.T.S





POLE ELEVATIONS

[illegible]



ARM ELEVATION

3

Welds and wall thicknesses shall be per manufacturer. Manufacturer shall fabricate conflict poles to the dimensions shown and shall provide signed-sealed shop drawings and details which indicate welds, wall thicknesses, dimensions, member types, sluts, and all other pertinent information to show compliance with required wind load criteria. See lightning fixture schedule.

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NO.	BY	REVISIONS	DATE
1		TLC VOLTAGE REVISION	12-13-2016
2		LIGHT POLE COORDINATION	01-30-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
4		CONFORMED TO POLES AND FOUNDATIONS	06-15-2019

QLH
Quinn, L. Henneke, Associated
Oil & Investment Consultants
and Brokers

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

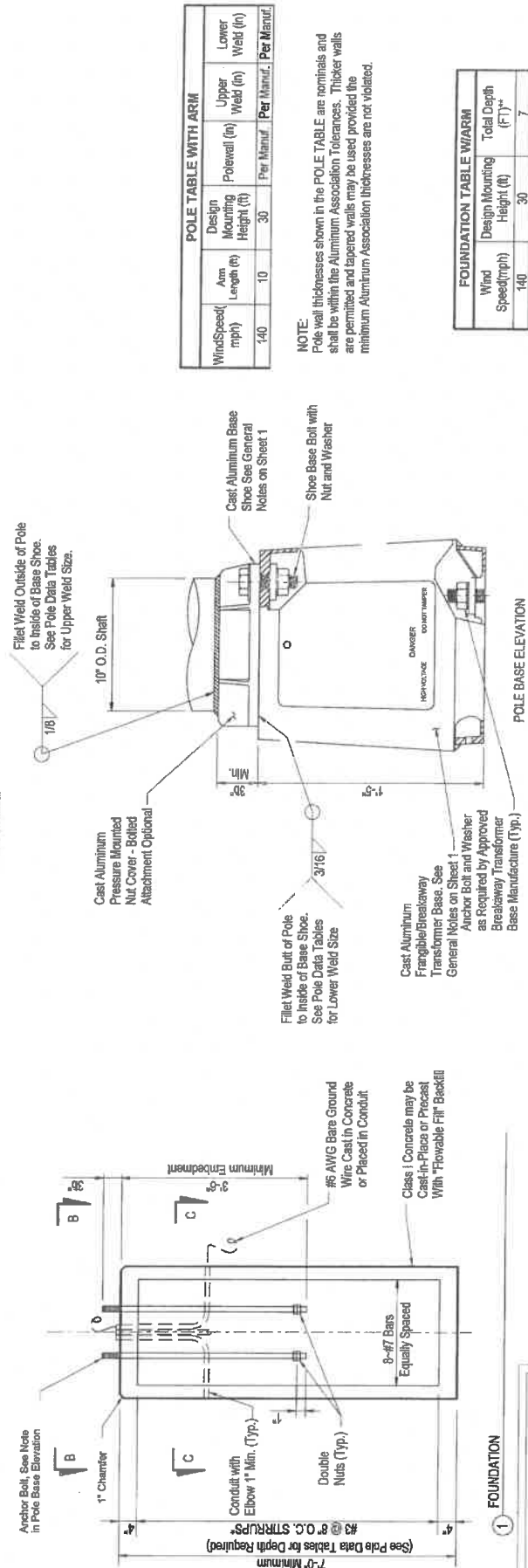
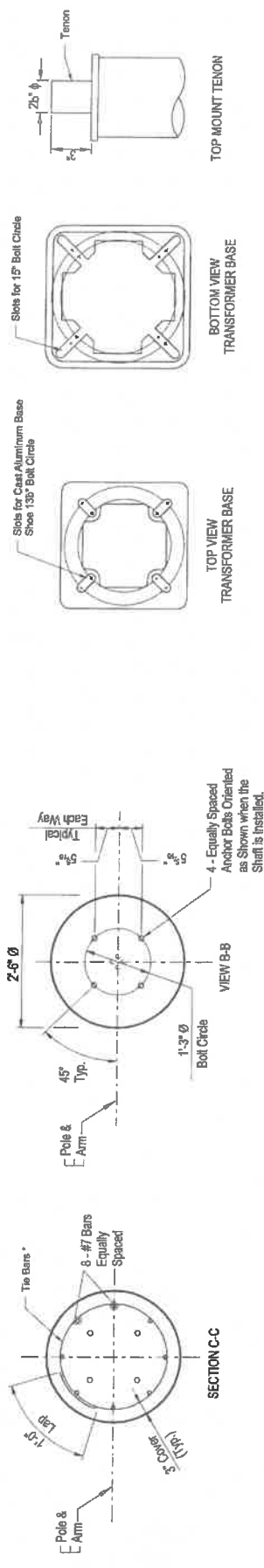
S.R. 421
UNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL DETAILS

M. MC



SHEET NO. E-307 OF 38



FOUNDATION

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NO. BY REVISIONS

4 CONFORMED TO POLES AND FOUNDATIONS

3 CONFORMED TO FIELD CHANGES

2 LIGHT POLE COORDINATION

1 TLC VOLTAGE REVISION

DATE

06-13-2019

04-17-2019

01-30-2019

12-13-2018

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL DETAILS

PROJECT No. PO288.1

DRAWN BY: DFS

December 1, 2019

OF 38

SHEET NO.

M. MONCEY I

REGISTERED PROFESSIONAL ENGINEER
No. 10000
STATE OF FLORIDA

E-308

POLE AND BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

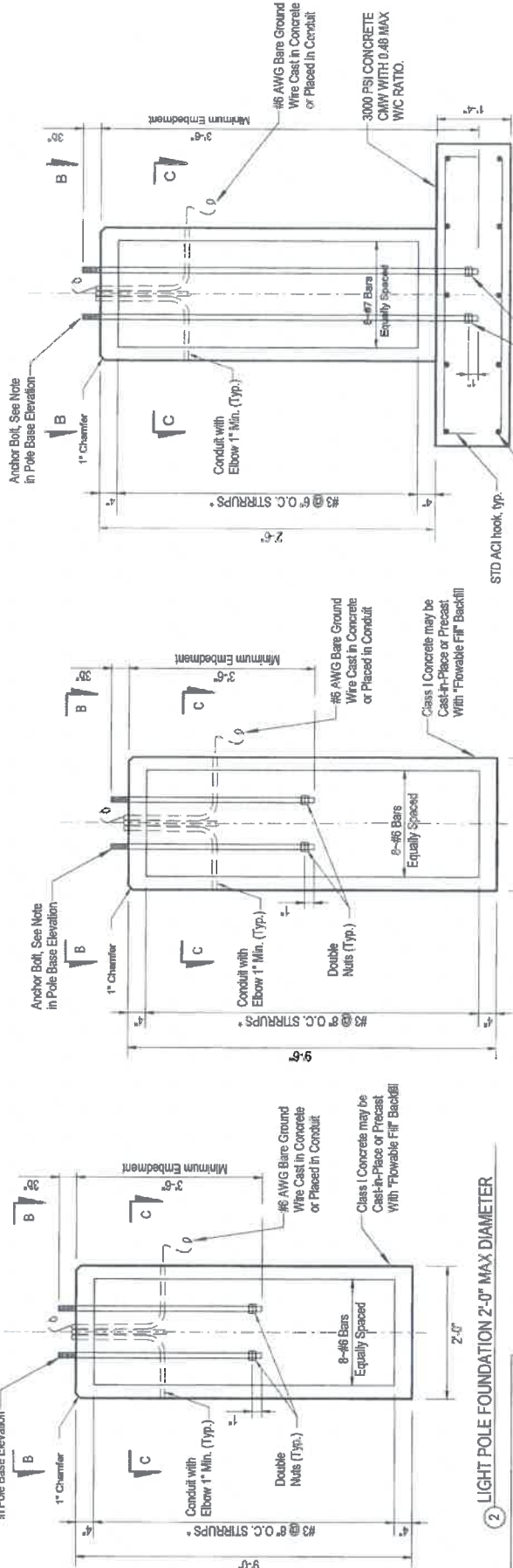
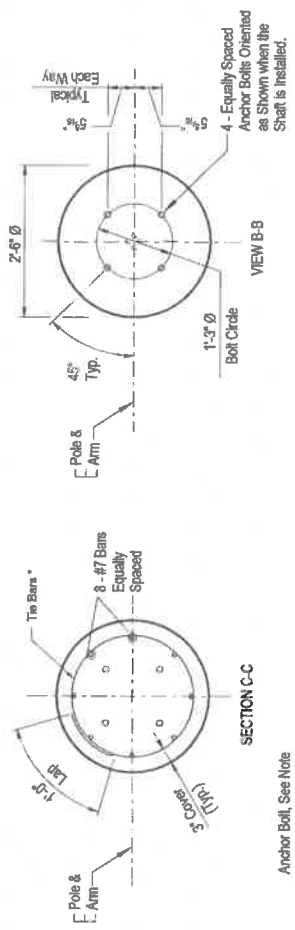
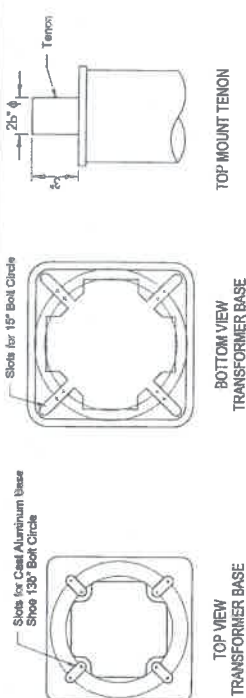
FOUNDATION TABLE WARM		POLE TABLE WITH ARM	
Wind Speed (mph)	Design Height (ft)	Arm Length (ft)	Pole Height (ft)
140	10	10	30
Upper Weld (in)		Lower Weld (in)	
Per Manuf.		Per Manuf.	

NOTE: Pole wall thicknesses shown in the POLE TABLE are nominal and shall be within the Aluminum Association Tolerances. Thicker walls are permitted and tapered walls may be used provided the minimum Aluminum Association thicknesses are not violated.

FOUNDATION TABLE WARM		POLE TABLE WITH ARM	
Wind Speed (mph)	Design Height (ft)	Arm Length (ft)	Pole Height (ft)
140	10	10	30
Upper Weld (in)		Lower Weld (in)	
Per Manuf.		Per Manuf.	

NOTE: Pole wall thicknesses shown in the POLE TABLE are nominal and shall be within the Aluminum Association Tolerances. Thicker walls are permitted and tapered walls may be used provided the minimum Aluminum Association thicknesses are not violated.

** Depths shown in table are for grades flatter than 1:4, for grades up to 1:2 and 2:5" to foundation depths shown in table.



NOTE: DEPICTED BASES ARE DESIGNED FOR ALL POLE HEIGHTS AND ARM LENGTHS REQUIRED FOR THIS PROJECT, INCLUDING CUSTOM POLE/ARM ASSEMBLIES.

PROJECT NO. 517004

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CUSTOM POLE BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

③ LIGHT POLE FOUNDATION 1'-8" MAX DIAMETER

④ LIGHT POLE FOUNDATION WITH 4'-0" MAX DEPTH

SHEET NO. E-309 OF 38	M. MONCE Florida Lic. No. 48022	ELECTRICAL DETAILS	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	PROJECT No. P0298.1 DRAWN BY: DRS	December
4	CONFORMED TO POLES AND FOUNDATIONS	06-13-2019	DATE	REVISIONS		
3	CONFORMED TO FIELD CHANGES	04-17-2019				
2	LIGHT POLE COORDINATION	01-30-2019				
1	TLC VOLTAGE REVISION	12-13-2018				



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PROJECT NO. 517004

NO. BY		REVISIONS	
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018



FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

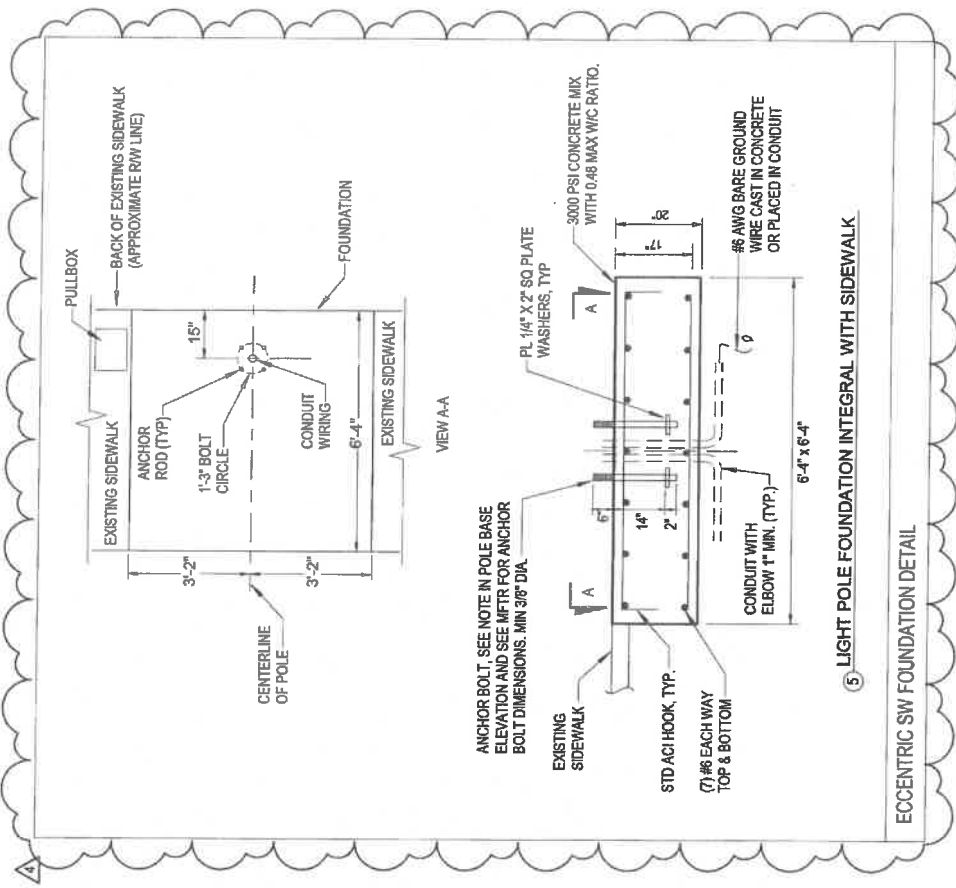
PROJECT No. PO288.1

ELECTRICAL DETAILS

M. MONCI
Florida
Professional Engineer
No. 44622
STATE OF FLORIDA
EXPIRATION DATE 12/31/2020

Decem

SHEET NO.
E-310
OF 38



Professional Engineer Certification

I hereby certify that I am a registered professional engineer in the State of Florida practicing engineering with TLC Engineering for Architecture, (TLC) with offices located at 874 Dixon Boulevard, Cocoa Florida 32922. I further certify that I have supervised the preparation of and approve the analysis, findings, opinions, conclusions, and technical advice hereby reported for:

PROJECT: Lighting Design Analysis Report
SR421 Street Lighting from Spruce Creek
Road to US1
Financial Project ID: 435591
Volusia County, Florida

The engineering work represented by this document was performed through the following duly authorized engineering business:

TLC Engineering for Architecture.
874 Dixon Boulevard
Cocoa Florida 32922
Telephone: (321) 4-1600
Certificate of Authorization Number: 1 5

This report presents procedures, findings, and recommendations of a lighting design analysis for the above-referenced project. I acknowledge that the procedures and references used to develop the results contained in this report are standard to the professional practice of transportation and traffic engineering as applied through professional judgment and experience.

Any engineering analysis, documents, conclusions or recommendations relied upon from other professional sources or provided with responsibility by the client are referenced accordingly in the following report.

FLORIDA REGISTERED ENGINEER:

M. Moncef Hadiji, P.E.

Name



REGISTRATION NUMBER: FL #48022

SIGNATURE: M. Moncef Hadiji

DATE: September 12, 2017

E. LIGHTING OPTIONS

LIGHTING ALTERNATIVE 1:

EATON NAVION LED FIXTURE

- 171W cutoff luminaire (Eaton IES File NAV-AF-04-UNV-T4FT/T3.ies or equivalent) shoulder mounted on 30' pole.
- 4000K, Type IV/III Distribution, B2-U0-G4, 92% lumen maintenance.
- 19,876 luminaire lumens, 100,000 hour fixture life, 5 year limited warranty.
- Fixture Cost: \$700.00
- Mainline spacing – 147ft FPL conflict pole spacing – 134ft



LIGHTING ALTERNATIVE 2:

BOW LX LED POLE MOUNTED FIXTURE

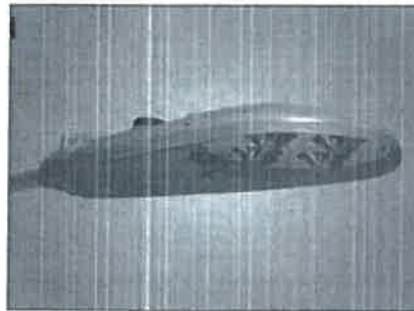
- 171W, Pole top luminaire (Lithonia IES File BLX_3_X_96LC_5_4K.ies or equivalent) shoulder mounted on 30' poles.
- 96 LEDs, 4000K, 70 CRI, Type II Medium Distribution, B3-U0-G3
- 19,717 luminaire lumens, 100,000 hour fixture life. 5 year limited warranty.
- Fixture Cost: \$1550.00
- Mainline spacing – 132ft FPL conflict pole spacing – 97ft

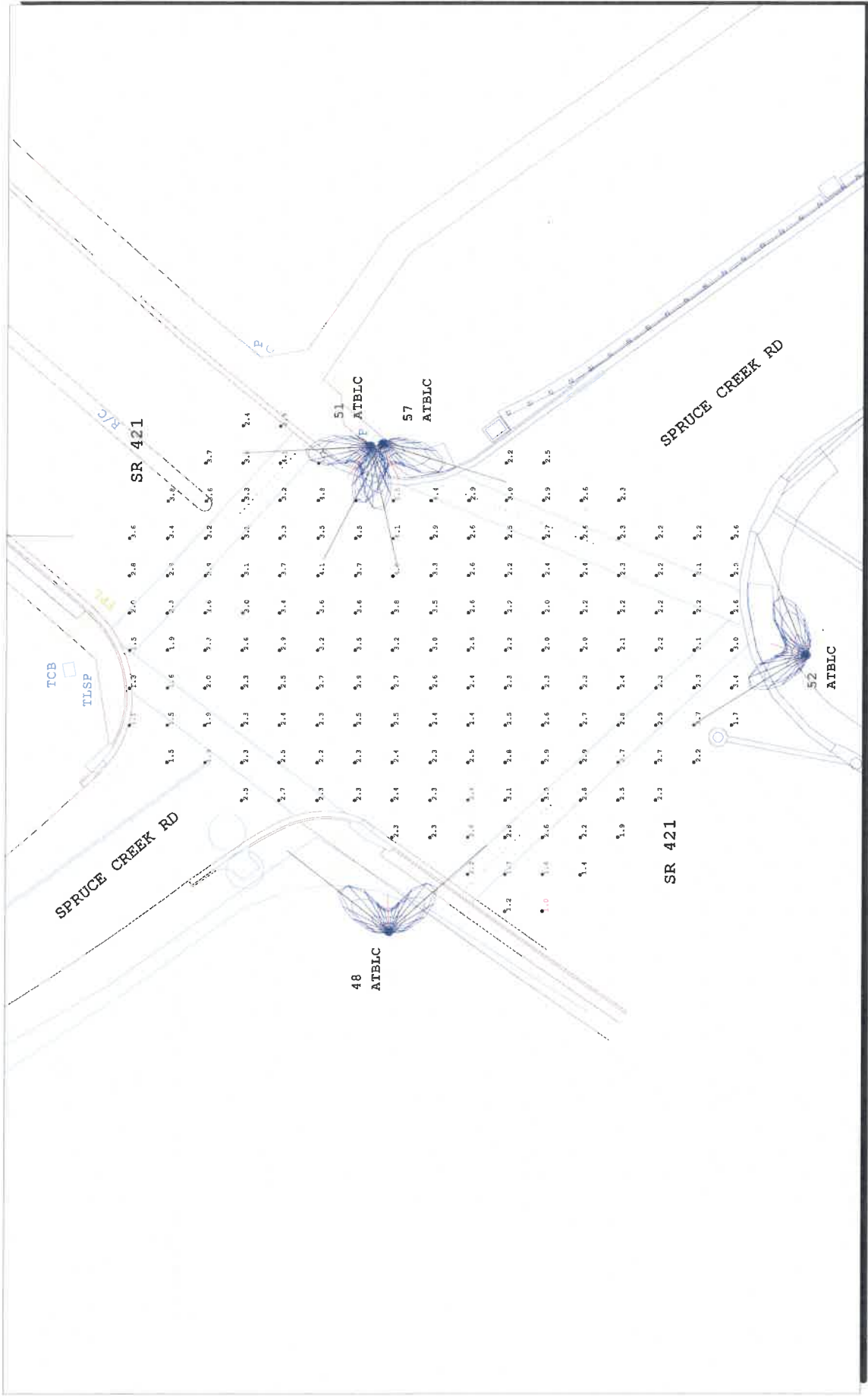


LIGHTING ALTERNATIVE 3:

**AMERICAN ELECTRIC LIGHTING (AEL) AUTOBAHN ATBL COBRA
HEAD LED FIXTURE**

- 170W LED luminaire (AEL IES File ATBL_A_XXXXX_N2 or equivalent) shoulder mounted on 30' poles.
- 4000K, 70 CRI, Type II Distribution.
- 19,455 luminaire lumens, 100,000 hour fixture life, 5 year limited warranty.
- Fixture Cost: \$830.00
- Mainline spacing – 99ft FPL conflict pole spacing – 138ft





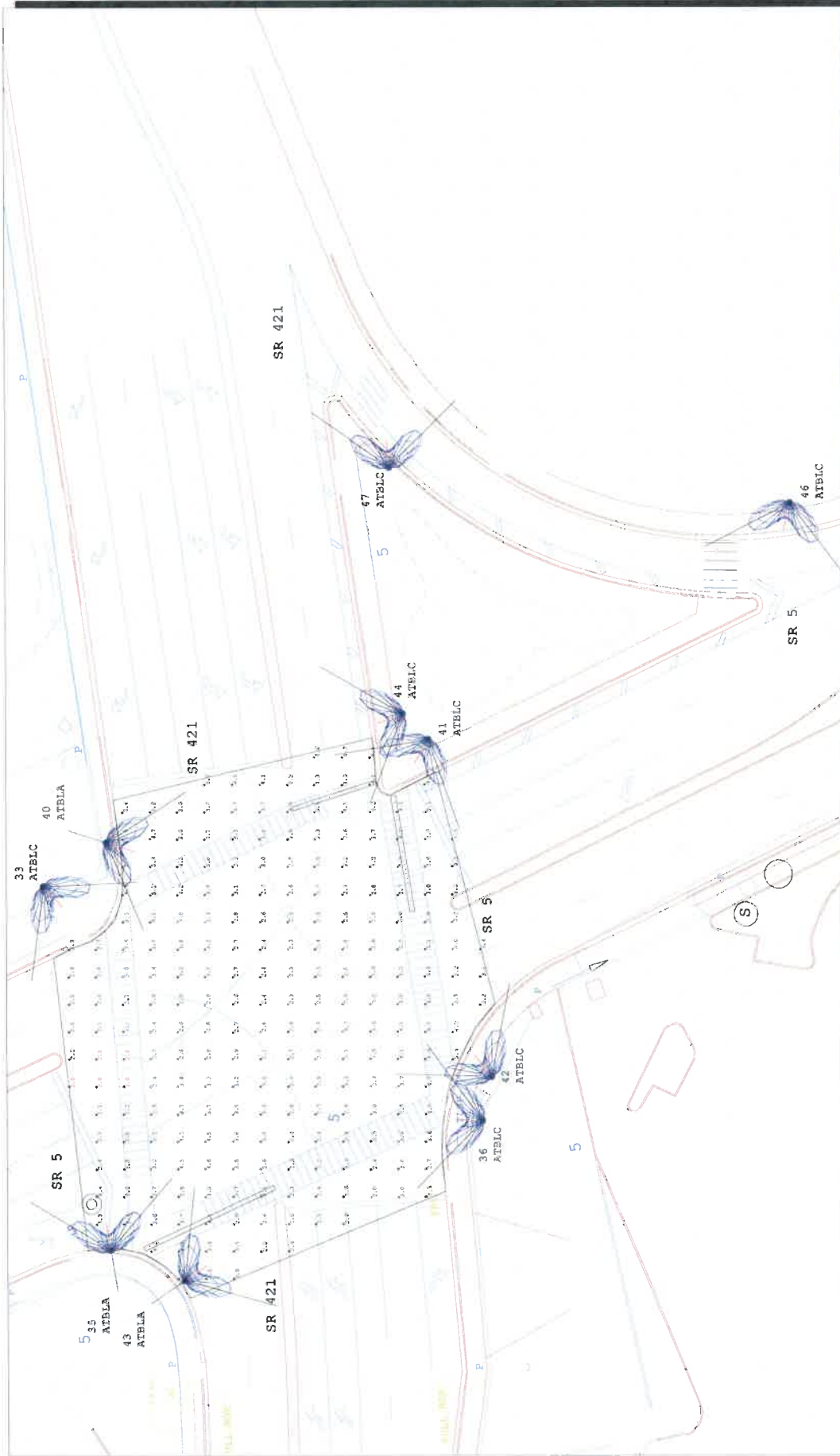
Luminaire Schedule				
Scene: Scene_1	Qty	Label	Arrangement	
5	5	ATBL C XXXXX R4	SINGLE	

Calculation Summary				
Scene: Scene_1	Label	Units	Avg	Max
	CROSSWALK 1	Footcandle	1.34	2.2
	CROSSWALK 2	Footcandle	2.27	2.7
	CROSSWALK 3	Footcandle	2.36	2.9
	INTERSECTION	Footcandle	2.67	6.2

Luminaire Location Summary				
Scene: Scene_1	Tag	LumNo	Pole Height	Tilt
	ATBL C (1 48	51	30	0
	ATBL C (1 51	57	30	0
	ATBL C (1 52	52	30	0
	ATBL C (1 57	48	30	0

Calculation Summary				
Scene: Scene_1	Label	Units	Avg	Max
	CROSSWALK 1	Footcandle	1.34	2.2
	CROSSWALK 2	Footcandle	2.27	2.7
	CROSSWALK 3	Footcandle	2.36	2.9
	INTERSECTION	Footcandle	2.67	6.2

Luminaire Location Summary				
Scene: Scene_1	Tag	LumNo	Pole Height	Tilt
	ATBL C (1 48	51	30	0
	ATBL C (1 51	57	30	0
	ATBL C (1 52	52	30	0
	ATBL C (1 57	48	30	0



Luminaire Schedule									
Scene: Scene_1									
Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Tag	Lum. Watts	Lum. Lumens	Arm
7	ATBL C_XXXX R4	SINGLE	N/A	1,000	ATBL C_XXXX R4	ATBLC	200	21311	0
3	ATBL C_XXXX R4_ARM	SINGLE	N/A	1,000	ATBL C_XXXX R4	ATBLA	200	21311	15
Calculation Summary									
Scene: Scene_1									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Tag	Lum. Watts	Lum. Lumens
CROSSWALK 1	Illuminance	Fc	2.53	3.5	0.9	2.81	389	3.89	3.89
CROSSWALK 2	Illuminance	Fc	4.99	5.7	3.5	1.43	1.63	1.63	1.63
CROSSWALK 3	Illuminance	Fc	4.33	4.9	3.2	1.35	1.53	1.53	1.53
CROSSWALK 4	Illuminance	Fc	3.21	3.3	3.1	1.04	1.06	1.06	1.06
CROSSWALK 5	Illuminance	Fc	2.38	2.6	1.9	1.25	1.37	1.37	1.37
INTERSECTION	Illuminance	Fc	3.20	6.8	2.0	1.60	3.40	3.40	3.40

Luminaire Location Summary									
Scene: Scene_1									
Tag	LumNo	Pole Height	Tilt						
ATBLC (1)	33	30	0						
ATBLA (1)	35	30	0						
ATBLC (1)	36	30	0						
ATBLA (1)	40	30	0						
ATBLC (1)	41	30	0						
ATBLC (1)	42	30	0						
ATBLA (1)	43	30	0						
ATBLC (1)	44	30	0						
ATBLA (1)	46	30	0						
ATBLC (1)	47	30	0						

FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 2

Contents:

- 1. Change Order 2 Power Phase Change**
- 2. Entitlement Analysis**
- 3. Voltage Drop Calculations**
- 4. Governing Spec Sec. 639**
- 5. Plans (Dated June 14, 2019)**

Submittal: 6/25/2019
Rev. 0

CHANGE ORDER NO. 2
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1: \$0.00	Changes in contract time from previous Change Orders: No. 1: 0 days
Contract Price prior to this Change Order: \$674,971.86	Contract Completion Date prior to this Change Order: Final Completion: July 27, 2019
Net Increase (decrease) of this Change Order No. 2: \$0.00	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$674,971.86	Contract Times with all approved Change Orders: Final Completion: July 27, 2019

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.
- II. **REQUIRED CHANGES:**
 1. Power phase change from Three Phase to Single Phase.
 2. Revised Electrical Plans
 3. Revised Voltage Drop Calculations
 4. Load Center Shop Drawing Modification
 5. FPL Power Service Point Change

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** The change was initiated by Florida Power and Light 2018 Dec 17. The Local Agency and its EOR cooperated with the Power Company as specified in the Governing Specifications Section 639 to revise the service voltage to 480 V.
- IV. **PAYMENT:** No Cost Adjustments

Acknowledgments:

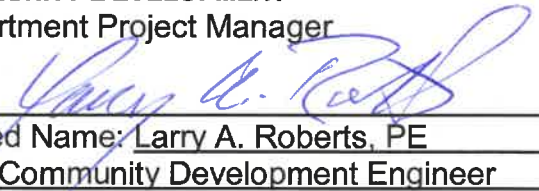
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

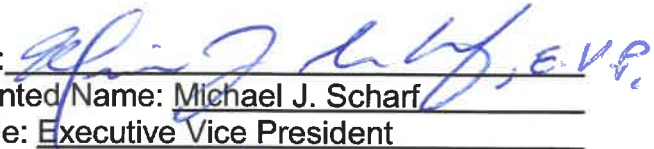
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: 
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: 11/13/2019

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: 
Printed Name: Michael J. Scharf
Title: Executive Vice President

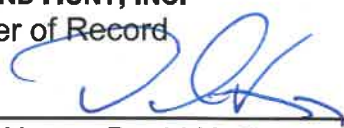
Date Signed: 11/13/19

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: 
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: 11/15/2019

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: 
Printed Name: David King, PE
Title: Vice President

Date Signed: 11/15/19

APPROVED BY:

CITY OF PORT ORANGE

Department Head

By: 

Printed Name: Tim Burman

Title: Community Development Director

Date Signed: 11-14-19

City Manager

By: _____

Printed Name: Michael H. Johansson

Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 2

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 2 Power Phase Change from Three Phase to Single Phase

1. Change Order Number 2
2. Description: Power Phase Change from Three Phase to Single Phase
3. Reasons for Change:
 - i. The change was initiated by Florida Power and Light on Dec. 17, 2018 which was after the Local Agency's Notice to Proceed to the Contractor. Local Agency and its EOR cooperated with the Power Company as specified in the Governing Specifications – FDOT Standard Specifications for Road and Bridge Construction, 2018, Section 639.
 - ii. Original design service voltage and revised service voltage is 480 V.
 - iii. Neither service point cost charged by FP&L is part of the LAP project. Local Agency was not charged for the three phase service. Local Agency paid for single phase at two separate service points.
4. Project correspondence:
 - i. Governing Specifications - FDOT Standard Specifications for Road and Bridge Construction, 2018.
 - ii. Signed and Sealed Voltage Drop Calculations.
5. Time Analysis:

Amount Requested by Contractor:	0
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0
6. Cost Analysis:

Amount Requested by Contractor:	\$0
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$0
7. Reasons for Contractor's full or partial payment: N/A

RE

Engineer Producing Analysis – Bryan Rerko, PE

6/24/19

Date

SECTION 639 ELECTRICAL POWER SERVICE ASSEMBLIES

639-1 Description.

Power service assemblies are utilized for signals, lighting, ITS, and other roadway applications. Install electrical power service assemblies for either overhead service or underground service in accordance with the details shown in Standard Plans, Index 639-001 or 639-002.

Coordinate with the power company to provide electrical service to the locations shown in the Plans. Consult and cooperate with the power company when power is needed at the service point. Furnish and install only those parts of the metering equipment or connections that are required by the power company in the locality involved.

639-2 Definitions.

1. **Overhead Service:** A service assembly which is supplied electrical power from an overhead power company source. Include with an overhead electrical power service assembly the following components:

- a. Weatherhead
- b. Conduit
- c. Electrical Service wire
- d. Meter base (when required)
- e. Service disconnect
- f. Surge Protective Device

2. **Underground Service:** A service assembly which is supplied electrical power from an underground power company source. Include with an underground electrical power service assembly the following components:

- a. Conduit
- b. Electrical Service wire
- c. Meter base (when required)
- d. Service disconnect
- e. Surge Protective Device

639-3 Materials.

639-3.1 Weatherhead: Use a weatherhead made of a copper free aluminum alloy with three electrical service wire entrance holes, meeting National Electric Code (NEC) requirements.

639-3.2 Conduit: Use conduit meeting the requirements of Section 630. Meet the requirements of Section 562 for coating all field cut and threaded galvanized pipe.

639-3.3 Electrical Service Wire: For signal service points, use No. 6 AWG stranded copper wire with XHHW (cross-linked polyethylene (XLPE) high heat-resistant, water-resistant) insulation, rated at 600 V in dry and wet condition for connections between service disconnect and traffic cabinet, unless otherwise shown in the Plans.

For lighting service points, use single-conductor cable Type THWN-2 no smaller than No. 6 AWG for connections between service disconnect and load center.

639-3.4 Meter Base: Use meter bases approved by the local electric power company.

639-3.5 Service Disconnect:



CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

BID No. 17-32

S.R. 421 (DUNLAWTON AVE.)
RIDGEWOOD AVE. TO
SPRUCE CREEK RD.
LIGHTING

FPN 435591-1-58-01

FPID D517-050-B

FEBRUARY 2019

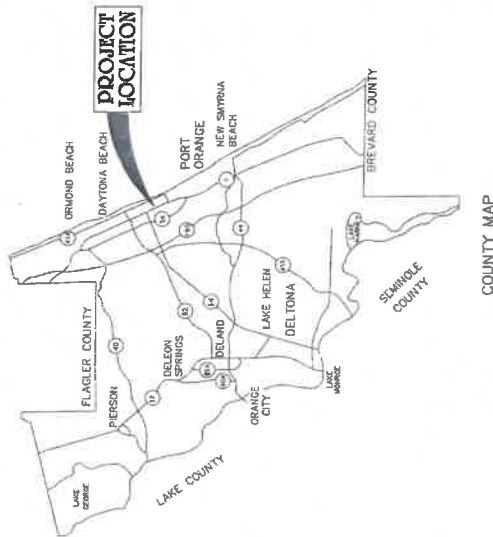
RELEASED FOR CONSTRUCTION

PREPARED BY:



A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 280247, PORT ORANGE, FL 32129-0247



(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

CONFORMING STANDARDS AND SPECIFICATIONS: FY 2017-18 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION, AS AMENDED BY CONTRACT DOCUMENTS, BRIDGE CONSTRUCTION DATED JANUARY 2018.

INDEX OF ROADWAY PLANS	
1	COVER SHEET - INDEX
2	SUMMARY OF PAY ITEMS AND NOTES WITH TYPICAL SECTION
3	ROADWAY LIGHTING STA. 9+00 - STA. 15+00
4	ROADWAY LIGHTING STA. 15+00 - STA. 21+00
5	ROADWAY LIGHTING STA. 21+00 - STA. 27+00
6	ROADWAY LIGHTING STA. 27+00 - STA. 32+00
7	ROADWAY LIGHTING STA. 32+00 - STA. 37+00
8	ROADWAY LIGHTING STA. 37+00 - STA. 43+00
9	ROADWAY LIGHTING STA. 43+00 - STA. 49+00
10	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE OF STREETS
11	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE OF STREETS
12	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE OF STREETS
13	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE OF STREETS
14	STANDARD DETAILS
15	NOTES
16	ELECTRICAL SYMBOL LEGEND
17	ELECTRICAL GENERAL NOTES
18	OVERALL STREET LIGHTING PLAN
19	ELECTRICAL PLAN - AREA 1
20	ELECTRICAL PLAN - AREA 2
21	ELECTRICAL PLAN - AREA 3
22	ELECTRICAL PLAN - AREA 4
23	ELECTRICAL PLAN - AREA 5
24	ELECTRICAL PLAN - AREA 6
25	ELECTRICAL PLAN - AREA 7
26	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
27	ELECTRICAL PANEL SCHEDULE
28	ELECTRICAL DATA SCHEDULE
29	ELECTRICAL ONE-LINE DIAGRAMS
30	ELECTRICAL DETAILS
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* REVISED 12-13-18
** REVISED 1-24-19
Δ REVISED 1-30-19
FOOT REVISED 4-17-19
CPAF CONFORMED PALE & FOUNDATIONS REVISED 6-16-19

ELECTRICAL ENGINEER: MONTEZ HADJI, P.E.

P.E. NO.: 48022

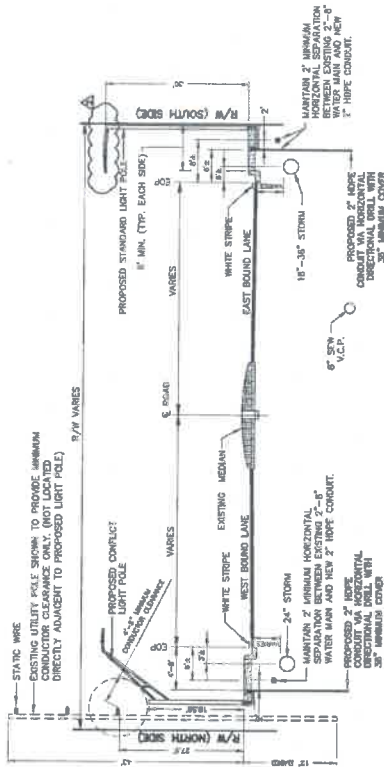
ELECTRICAL ENGINEER: DAVID KING, P.E.

P.E. NO.: 50609

CITY OF PORT ORANGE, FLORIDA



FLORIDA ENGINEERS ARE DIRECTED TO THE FACT THAT THESE DOCUMENTS MAY HAVE BEEN ALTERED IN REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 30+85 TO STA. 46+65

GENERAL PROJECT REQUIREMENTS

1. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONTACT WITH EXISTING FACILITIES.
2. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION OF UTILITIES AND STRUCTURES OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
3. THE CONTRACTOR SHALL CONTACT THE EIGHTH GRADE OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND INTERFERENCE WITH UTILITIES, REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
5. THE CONTRACTOR SHALL PROVIDE FORTY-FOUR (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
6. ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.
7. THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE INTERFERENCE WITH THE NORMAL OPERATION OF THE CITY'S UTILITIES, PERSONS AND PROPERTY. IN THE EVENT OF THE WORK AND TO INSURE THE PROTECTION OF THE CITY'S UTILITIES, PERSONS AND PROPERTY, THE PUBLIC EXCEPT WITH THE APPROVAL OF THE BOARD AND TO BE CLOSED TO UNLAWFUL AUTHORITY.

NOTE:

UTILITY INFORMATION PROVIDED TO OR COLLECTED BY OAH DURING DESIGN							PRELIMINARY UTILITY DATA LEVEL 0/1 LEVEL 2/3 LEVEL 4/5 LEVEL 6/7 LEVEL 8/9 LEVEL 10/11 LEVEL 12/13					
UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	UTILITY DATA LEVEL 0/1 LEVEL 2/3 LEVEL 4/5 LEVEL 6/7 LEVEL 8/9 LEVEL 10/11 LEVEL 12/13	FINAL PLANS LEVEL 0/1 LEVEL 2/3 LEVEL 4/5 LEVEL 6/7 LEVEL 8/9 LEVEL 10/11 LEVEL 12/13						
WATER	CITY OF PORT ORANGE	KERRY HAY	(386) 308-3963	kerry.hay@portorange.org	4/7/17/17							
SEWER/WASTEWATER	CITY OF PORT ORANGE	CHRISTOPHER J. BROWN	(386) 308-3442	cjbrown@portorange.org	4/7/17/17							
ELECTRIC DISTRIBUTION	FPL	MARLENE WILLIAMS	(407) 318-1922	marlene.williams@fpl.com	4/7/17/17							
ELECTRIC TRANSMISSION	FPL	PETE WAGNER	(888) 604-3813	pete.wagner@fpl.com	4/7/17/17							
TELEPHONE	BRIGHT HOUSE NETWORKS	MARY SPOONER	(888) 253-7932	m253@bhnet.net	4/7/17/17							
TV CABLE	BRIGHT HOUSE NETWORKS	SEN TRENCH	(888) 537-8232	sen.trench@brighthouse.net	4/7/17/17							
GAS	TEDD GAS		(888) 545-8906		4/7/17/17	5/9/17/17						
SOLIDIFICATION	VOLUM GEAUX	MELISSA WINST	(386) 736-3916	mwinst@volum.co	4/7/17/17							
R.D. CABLE	TRAYC ENGINEERING LEVEL 3	MICHAEL MARZET	(888) 381-8423	michael.marzet@level3.com	4/7/17/17							

[illegible]

INCLUDES ALL COST ASSOCIATED WITH THE ESTABLISHING PROJECT CONTROL IN THE FIELD, INCLUDING STAKING BASELINE OF CONSTRUCTION AND ALL PROPOSED IMPROVEMENTS, AS WELL AS THE PRE/POST VIDEO AND AS-BUILT DRAWINGS.

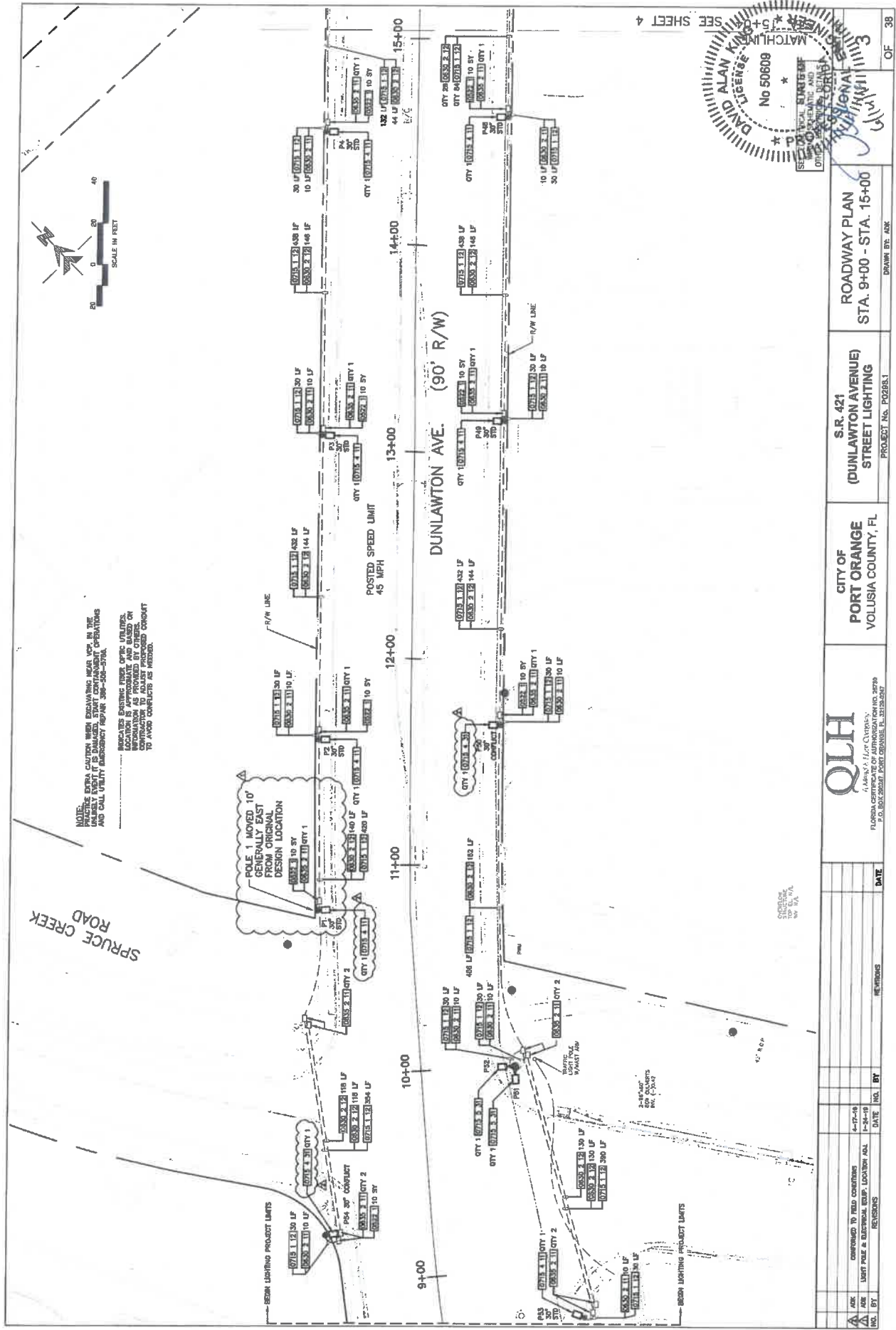
PAY ITEM 0110 1 1 CLEARING AND GRUBBING
INCLUDES ALL COSTS ASSOCIATED WITH PROTECTION OF
EXISTING TREES.

PAY ITEM 0570 1.2 PERFORMANCE TREE, SOO

PAY ITEM 0715 4 LIGHT POLE COMPLETE



4-11-09		DATE		REVISIONS		DATE		REVISIONS		DATE	
CONFORMED TO FIELD CONDITIONS		DATE		REVISIONS		DATE		REVISIONS		DATE	
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SEE SHEET 4

DAVID ALAN KING
No 50608
REGISTERED PROFESSIONAL ENGINEER
FLORIDA
EXPIRATION DATE 12/31/2024

ROADWAY PLAN
STA. 9+00 - STA. 15+00

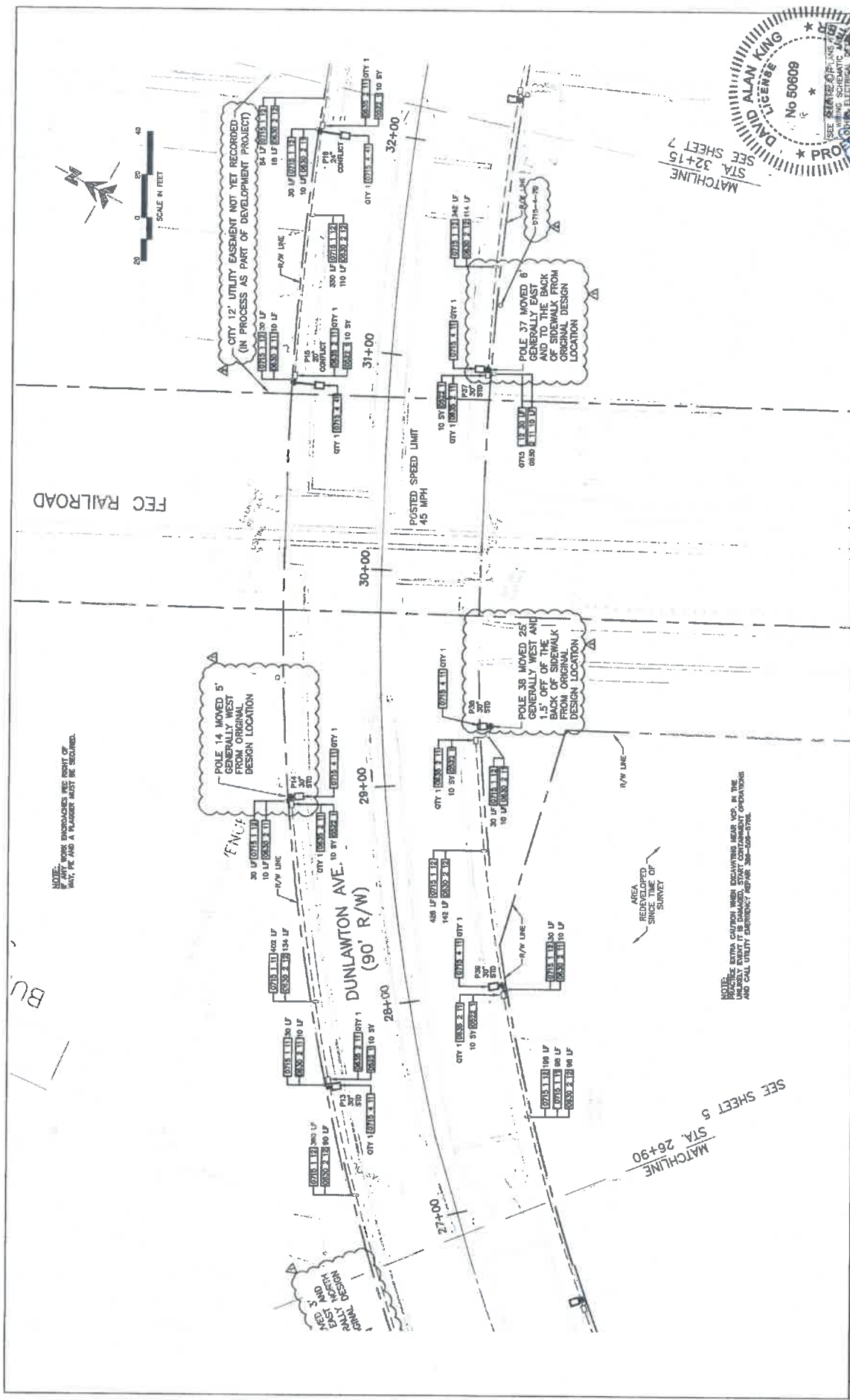
PROJECT NO. P0288.1

DRAWN BY: ANK

OF 38

QLH
A Man's Life Company
FLORIDA CONTRACTORS ASSOCIATION
P.O. BOX 200000, FORT LAUDERDALE, FL 33402-0000

DATE	REVISIONS	DATE	BY
4-17-18	CONFIRMED TO FIELD CONDITIONS		
1-24-18	LAST POLE & ELECTRICAL EQUIP. LOCATION ADJ.		
	REVISIONS		



QLH QUALITY LIGHTING A SIGNATURE COMPANY 10000 UNIVERSITY BLVD., SUITE 200, PORT ORANGE, FL 32127		CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING PROJECT No. P029&1	ROADWAY PLAN STA. 27+00 - STA. 32+00	DRAWN BY: AKC DATE: 11/11/11 OF 38
CHECKED BY: AKC DATE: 11/11/11	DESIGNED BY: AKC DATE: 11/11/11	REVISIONS:	REVISIONS:	REVISIONS:	REVISIONS:



NOTE: THE EXTRA CAUTION MARKS EXISTING NEAR VPS IN THE
IMMEDIATE VICINITY OF THE DANGER, STAFF, CONTAMINANT OPERATIONS
AND CALL UTILITY EMERGENCY NUMBER 305-506-0788.

INDICATED EXISTING UNDER GROUND UTILITIES.
EXISTING AS SHOWN ON RECORD DRAWINGS.
CONTRIBUTION TO ADJUST PROPOSED CHANNEL
TO ADJUST PROPOSED CHANNEL
TO ADJUST PROPOSED CHANNEL

LAFAYETTE STREET

MATCHLINE
STA. 37+13

CITY 12' UTILITY EASEMENT
OR BOOK 7220 PG. 3537

POLE 21 MOVED 8'
GENERALLY NORTH
FROM ORIGINAL
LOCATION

EXISTING WALKWAY LIGHTING
TO BE REMOVED BY OTHERS

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534 LF 0715 2 12

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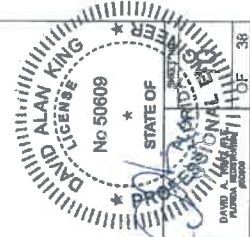
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OLH

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28750
P.O. BOX 280287 PORT ORANGE, FL 32128-0287

**CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL**

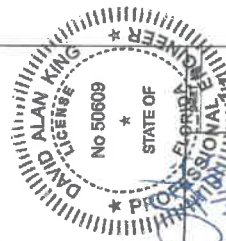
**S.R. 421
(DUNLAWTON AVENUE)**

HDD PROFILES AT SIDE STREETS

DRAWN BY: ADK

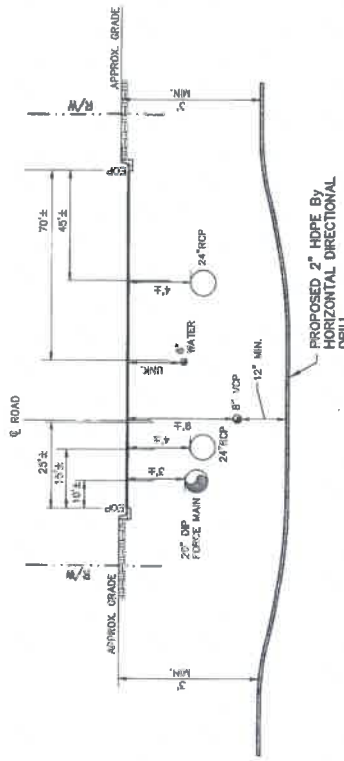
PROJECT No. PO298.1

39

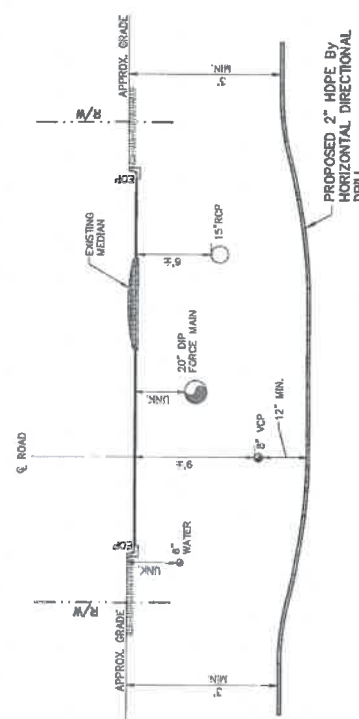


OLH
A MORG & MCKE COMPANY
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28780

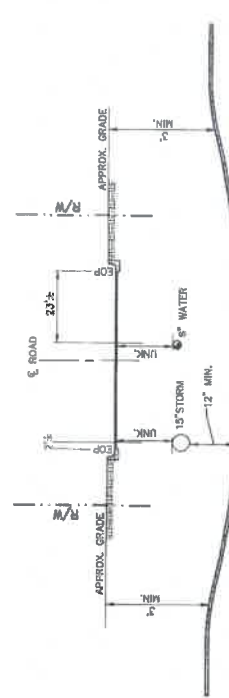
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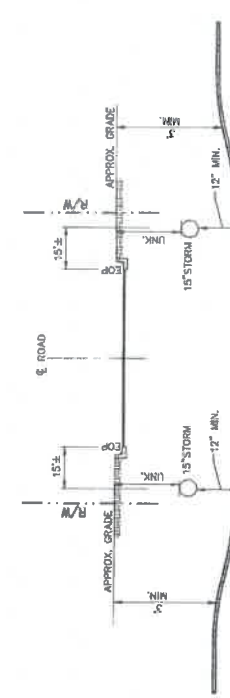
RUTH ST. @ DUNLAWTON AVE.
 PROFILE - LOOKING SOUTH
 NTS



RUTH ST. @ DUNLAWTON AVE.
 PROFILE - LOOKING NORTH
 NTS



ORANGE @ DUNLAWTON AVE.
 PROFILE - LOOKING SOUTH
 NTS



ORANGE @ DUNLAWTON AVE.
 PROFILE - LOOKING NORTH
 NTS



QLH
 Aiken & Jones Company
 FLORIDA CONSULTING ENGINEERS, P.A.
 P.O. BOX 28401
 JACKSONVILLE, FL 32202-0401

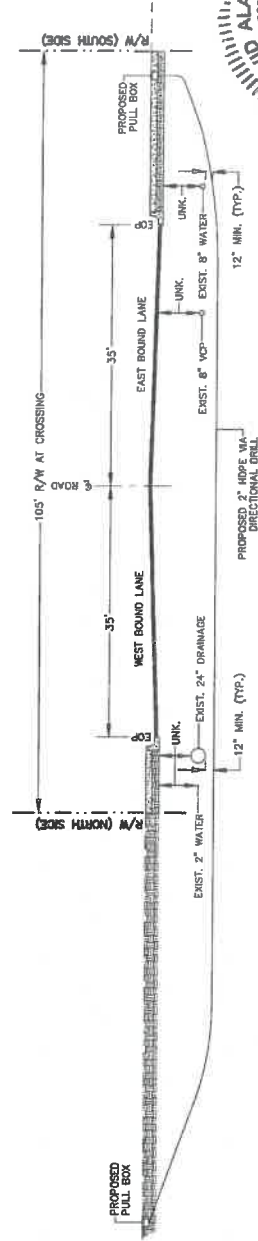
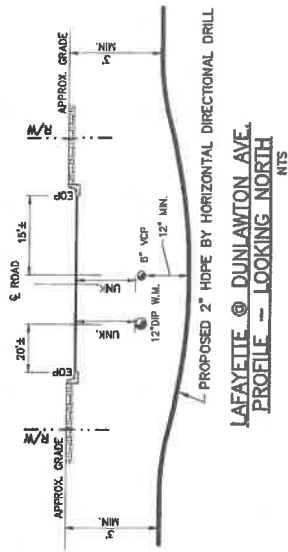
CITY OF
PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT No. P0280.1

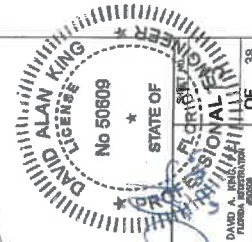
HDD PROFILES AT
 SIDESTREETS

DATE: 11/11/11
 DRAWN BY: GSK

REV.	BY	DATE	REVISIONS



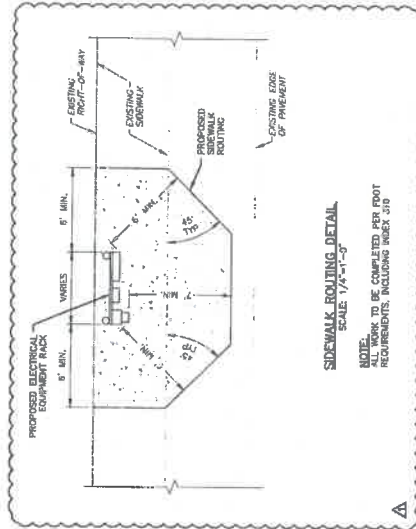
SECTION AT CROSSING STA. 35+47
LOOKING EAST
NTS

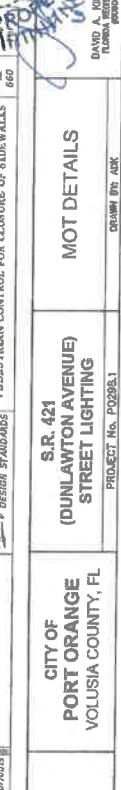
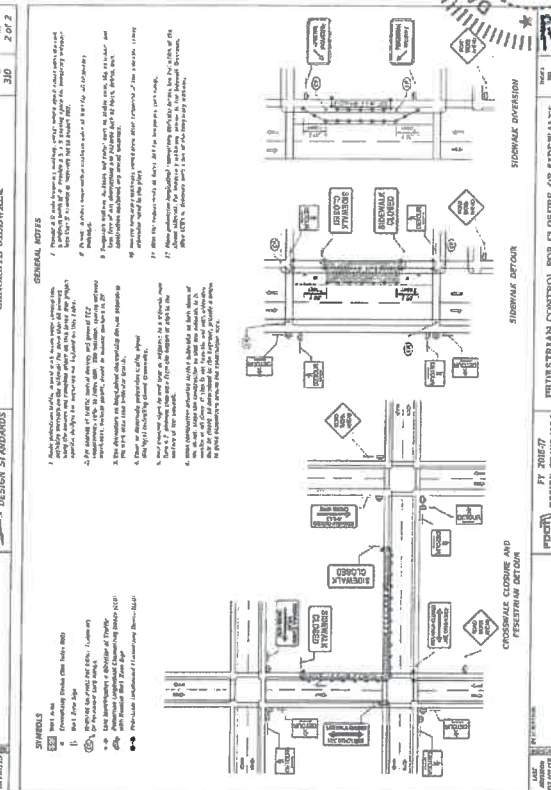
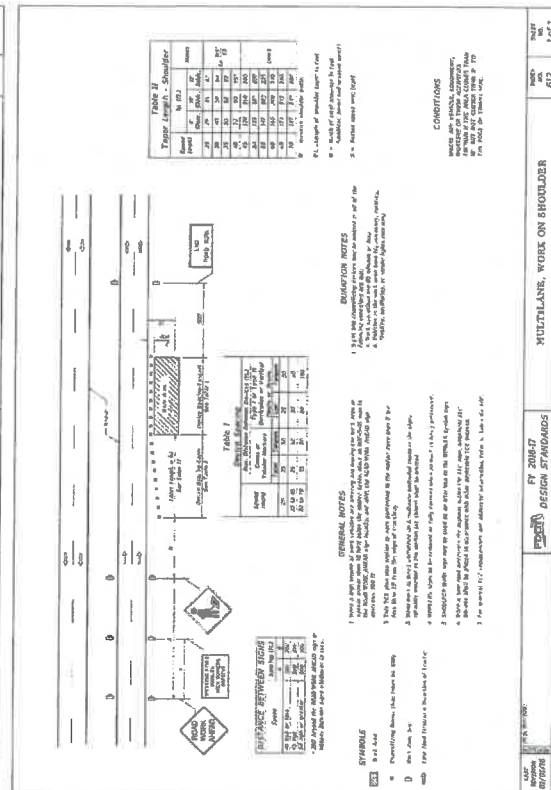
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CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	HDD PROFILES AT SIDESTREETS	PROJECT No. P0298.1 DRAWING DIV. JWC
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ORIGINATOR: UNILIT, RI	DIAMETER SIZE REQUIREMENTS
MAXIMUM PLLOT OR BACK-REARER BIT DIAMETER WHEN ASPIRED 340 DEGREES	
OUTSIDE PIPE DIAMETER INCHES*	MAXIMUM BIT DIAMETER INCHES
	DIAMETER+4
<8	
8 TO 2 1/2	1.5x DIAMETER
>2 1/2	DIAMETER+12
*USE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS	

CHART FROM SECTION 555-3.3 RC 786 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2016 EDITION.

[illegible]



MOT DETAILS

DAVID A. KIRK
FLORIDA WEST

DAVID A. KAPLAN
FLORIDA WESTERN UNIVERSITYDAVID A. KAPLAN
FLORIDA WESTERN UNIVERSITY

ELECTRICAL SYMBOL LEGEND

BASIC MATERIALS

SYMBOL	DESCRIPTION
	SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED)
	GFI RECEPTACLE. WP DENOTES UL LISTED AS WEATHERPROOF IN USE AND UL LISTED WEATHER RESISTANT. MOUNTED AT 48" AFF.
	PHOTOCELL. MOUNTED ON ROOF FACING NORTH. BASES OF DESIGN TORK 2100 SERIES.
	SURGE PROTECTION DEVICE
	TRANSFORMER
	FUSED DISCONNECT SWITCH, SIZE AS NOTED
	ELECTRIC UTILITY COMPANY METER
	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
	GROUND ROD 3/4" x 20'
	CONDUIT STUB
	CONDUIT CONTINUED
	UNDERGROUND CONDUIT

LIGHTING

	LED FIXTURE MOUNTED ON POLE.
	LED FIXTURE MOUNTED ON FPL CONFLICT POLE WITH 10' ARM.

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 Fax: 321.639.8986
 www.tlc-engineers.com
 TLC Engineering for Architecture, Inc.
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 PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

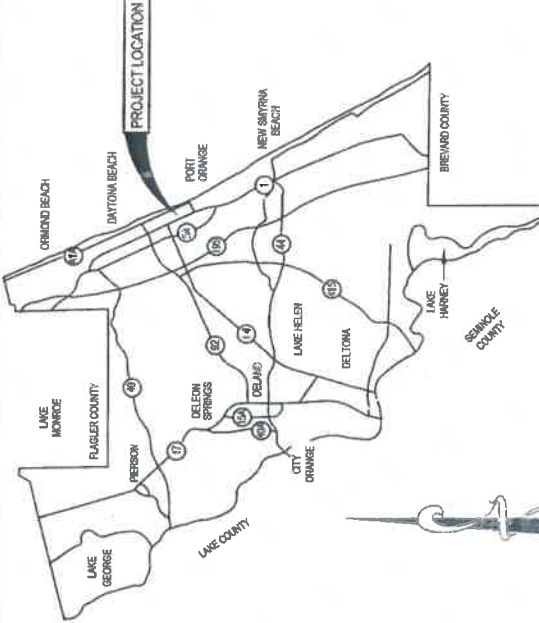
QLH
 Jennifer L. Thompson, Assoc. Eng.
 Professional Engineer
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
 P.O. DRAWER 280247, PORT ORANGE, FL 32128-0247

CITY OF
 PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING

ELECTRICAL SYMBOL LEGEND

M. MONCEF I
 Electrical License
 No. 4902
 State of
 Florida
 December 13, 2018
 SHEET NO.
E-001
 OF 38



PROJECT END



PROJECT START

VICINITY MAP
 (SECTION 384, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

ELECTRICAL DRAWING INDEX

SHEET	DESCRIPTION
E-001	ELECTRICAL SYMBOL LEGEND
E-002	ELECTRICAL GENERAL NOTES
E-003	ELECTRICAL GENERAL NOTES
E-004	OVERALL STREET LIGHTING PLAN
E-101	ELECTRICAL PLAN - AREA 1
E-102	ELECTRICAL PLAN - AREA 2
E-103	ELECTRICAL PLAN - AREA 3
E-104	ELECTRICAL PLAN - AREA 4
E-105	ELECTRICAL PLAN - AREA 5
E-106	ELECTRICAL PLAN - AREA 6
E-107	ELECTRICAL PLAN - AREA 7
E-108	ENLARGED ELECTRICAL PANEL PLANS
E-201	INTERSECTION 1 & 2 LIGHTING
E-301	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
E-302	ELECTRICAL PANEL SCHEDULE
E-303	POLE DATA SCHEDULE
E-304	POLE DATA SCHEDULE
E-305	ELECTRICAL ONE-LINE DIAGRAMS
E-306	ELECTRICAL DETAILS
E-307	ELECTRICAL DETAILS
E-308	ELECTRICAL DETAILS
E-309	ELECTRICAL DETAILS
E-310	ELECTRICAL DETAILS
SKE-1	ECCENTRIC FOUNDATION DETAIL

1. ALL WORK AND EQUIPMENT UNDER DIVISION 28 AND 27 SHALL BE IN STRICT COMPLIANCE WITH THE CODES, STANDARDS AND PRACTICES LISTED HEREIN, AND THEIR RESPECTIVE DATES ARE FURNISHED AS THE MINIMUM LATEST REQUIREMENTS.

1. STATE OF FLORIDA.
 2. LIFE SAFETY CODE - NFPA 601.
 3. UNDERWRITERS LABORATORIES, INC. PUBLICATIONS
 4. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
 5. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
 6. NATIONAL ELECTRICAL CODE - NFPA 70.
 7. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE).
 8. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA).
 9. REQUIREMENTS OF LOCAL POWER COMPANY.
 10. 2014 FLORIDA BUILDING CODE.
 11. THE AMERICANS WITH DISABILITIES ACT (ADA)
 12. FLORIDA ACCESSIBILITY CODE.
 13. CITY LOCAL CODES.
4. ALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED. VERIFY ALL OUTLET LOCATIONS ON THE JOB PRIOR TO ROUGH-IN.
5. WHEN INCREASED CONDUCTOR SIZES ARE SHOWN ON THE PLANS, THE LARGER CONDUCTOR SIZE SHALL BE USED THROUGHOUT THE LENGTH OF THE CIRCUIT, INCLUDING NEUTRAL AND GROUND.
6. EACH BRANCH CIRCUIT RACEWAY SHALL HAVE A FULL SIZE EQUIPMENT GROUND CONDUCTOR, WHERE ISOLATED GROUND CIRCUITS ARE SHOWN ON THE PLANS, PROVIDE AN ISOLATED GROUND CONDUCTOR THROUGHOUT THE LENGTH OF THE CIRCUIT IN ADDITION TO THE PHASE, NEUTRAL AND EQUIPMENT GROUND CONDUCTORS.
7. PROVIDE 18" LONG (MIN). CONDUIT SLEEVES THRU ALL WALLS WHERE CABLES ARE INDICATED OR REQUIRED TO PASS THRU WALLS. PROVIDE BUSHINGS ON BOTH ENDS. SIZE CONDUIT FOR CABLES INSTALLED. AT CABLE TRAYS, PROVIDE ONE 4" CONDUIT SLEEVE FOR EACH 4" WIDTH OF CABLE TRAY. MAXIMUMS SHALL BE:
- | |
|----------------------|
| 2" C = 10 CABLES |
| 2 1/2" C = 20 CABLES |
| 3" C = 30 CABLES |
| 4" C = 50 CABLES |

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FOR ARCHITECTS

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TLC Engineering for Architecture, Inc.
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PROJECT NO. 517004

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E-mail: qth@qth.com

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
UNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL GENERAL NOTES

DRAWN BY: DRS

STATE OF
*
LORIC 56
No 40032
*
PROFESSIONAL ENGINEER
2, LORIC 56

OF 38

GENERAL NOTES:

24. PROVIDE PERMANENT LABEL ON ALL PANELS STATING "DO NOT WORK ON EQUIPMENT WHILE ENERGIZED, LOCK-OUT TAG-OUT REQUIRED".

25. POLES ARE DESIGNED TO SUPPORT THE FOLLOWING:

- A. LUMINAIRE EFFECTIVE PROJECTED AREA (EPA): 155 SF
- B. WEIGHT: 75 LB.

26. SHOP DRAWINGS: THIS INDEX IS CONSIDERED FULLY DETAILED, ONLY SUBMIT SHOP DRAWINGS FOR MINOR MODIFICATIONS NOT INCLUDED IN THE PLANS.

27. CONSTRUCTION:

- A. FOUNDATION: SPECIFICATION SECTION 455, EXCEPT PAYMENT FOR THE FOUNDATION IS INCLUDED IN THE COST OF THE POLE.
- B. FRANGIBLE BASE, BASE SHOE, AND CLAMP:
 - a. CERTIFY THAT THE CLAMP, FRANGIBLE TRANSFORMER BASE, AND BASE SHOE DESIGN ARE CAPABLE OF PROVIDING THE REQUIRED CAPACITY.
 - b. CERTIFY THE BASE CONFORMS TO THE CURRENT FHWA REQUIRED AASHTO FRANGIBILITY REQUIREMENTS, TESTED UNDER NCHRP REPORT 350 GUIDELINES (E.G. AKRON FOUNDRY TB-1-17).
 - c. DO NOT ERECT POLE WITHOUT LUMINAIRE ATTACHED.

28. COATINGS/FINISH:

- A. POLE AND ARM FINISH: 50 GRIT SATIN RUBBED.
- B. GALVANIZE STEEL BOLTS, SCREWS, NUTS AND WASHERS: ASTM F2329
- C. HOT DIP GALVANIZE EJB AND OTHER STEEL ITEMS INCLUDING POLES: ASTM A123

29. PAYMENT NOTE: INCLUDE THE COST OF THE EJB IN THE COST OF THE MEDIAN BARRIER OR TRAFFIC RAILING IT IS EMBEDDED IN.

LIGHTING LEVEL	LIGHTING DESIGN VALUES	
	MAX/MIN RATIO	AVG/MIN RATIO
1.5 FC	10:1 OR LESS	4:1 OR LESS
	10:1 OR LESS	3:1 OR LESS

30.

31. MATERIALS:

- A. POLE, POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
- B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
- C. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- E. ALUMINUM WELD MATERIAL: ER 4043
- F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- G. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- H. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- J. NUT COVERS: ASTM B26 (319-F)
- K. CONCRETE: CLASS 1
- L. REINFORCING STEEL: SPECIFICATION SECTION 4153, MATERIALS: ASTM B221, ALLOY 6063-T6

- M. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
- N. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- O. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- P. ALUMINUM WELD MATERIAL: ER 4043
- Q. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- R. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
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 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- T. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- U. NUT COVERS: ASTM B26 (319-F)
- V. CONCRETE: CLASS 1, 3000 PSI
- W. REINFORCING STEEL: SPECIFICATION SECTION 415

- X. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- Y. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- Z. ALUMINUM WELD MATERIAL: ER 4043
- AA. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- AB. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
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 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- AD. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- AE. NUT COVERS: ASTM B26 (319-F)
- AF. CONCRETE: CLASS 1, 3000 PSI
- AG. REINFORCING STEEL: SPECIFICATION SECTION 415

- AH. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- AI. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- AJ. ALUMINUM WELD MATERIAL: ER 4043
- AK. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- AL. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
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 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- AN. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- AO. NUT COVERS: ASTM B26 (319-F)
- AP. CONCRETE: CLASS 1, 3000 PSI
- AQ. REINFORCING STEEL: SPECIFICATION SECTION 415

- AR. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- AS. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- AT. ALUMINUM WELD MATERIAL: ER 4043
- AU. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- AV. BOLTS, NUTS AND WASHERS:
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- AY. NUT COVERS: ASTM B26 (319-F)
- AZ. CONCRETE: CLASS 1, 3000 PSI
- BA. REINFORCING STEEL: SPECIFICATION SECTION 415

- BB. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- BC. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- BD. ALUMINUM WELD MATERIAL: ER 4043
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- BI. NUT COVERS: ASTM B26 (319-F)
- BJ. CONCRETE: CLASS 1, 3000 PSI
- BK. REINFORCING STEEL: SPECIFICATION SECTION 415

- BL. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
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 - c. PLATE WASHER: ASTM A36
- BR. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- BS. NUT COVERS: ASTM B26 (319-F)
- BT. CONCRETE: CLASS 1, 3000 PSI
- BU. REINFORCING STEEL: SPECIFICATION SECTION 415

- BV. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- BW. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- BX. ALUMINUM WELD MATERIAL: ER 4043
- BY. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- BZ. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- CA. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- CB. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- CC. NUT COVERS: ASTM B26 (319-F)
- CD. CONCRETE: CLASS 1, 3000 PSI
- CE. REINFORCING STEEL: SPECIFICATION SECTION 415

- CF. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- CG. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- CH. ALUMINUM WELD MATERIAL: ER 4043
- CI. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- CJ. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- CK. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- CL. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- CM. NUT COVERS: ASTM B26 (319-F)
- CN. CONCRETE: CLASS 1, 3000 PSI
- CO. REINFORCING STEEL: SPECIFICATION SECTION 415

- CP. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- CQ. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- CR. ALUMINUM WELD MATERIAL: ER 4043
- CS. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- CT. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- CU. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- CV. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- CW. NUT COVERS: ASTM B26 (319-F)
- CX. CONCRETE: CLASS 1, 3000 PSI
- CY. REINFORCING STEEL: SPECIFICATION SECTION 415

- CA. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- CB. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- CC. ALUMINUM WELD MATERIAL: ER 4043
- CD. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- CE. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
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 - c. PLATE WASHER: ASTM A36
- CG. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- CH. NUT COVERS: ASTM B26 (319-F)
- CI. CONCRETE: CLASS 1, 3000 PSI
- CJ. REINFORCING STEEL: SPECIFICATION SECTION 415

- CK. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- CL. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- CM. ALUMINUM WELD MATERIAL: ER 4043
- CN. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- CO. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- CP. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- CQ. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- CR. NUT COVERS: ASTM B26 (319-F)
- CS. CONCRETE: CLASS 1, 3000 PSI
- CT. REINFORCING STEEL: SPECIFICATION SECTION 415

- CU. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- CV. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- CW. ALUMINUM WELD MATERIAL: ER 4043
- CX. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- CY. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- CZ. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- DA. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- DB. NUT COVERS: ASTM B26 (319-F)
- DC. CONCRETE: CLASS 1, 3000 PSI
- DD. REINFORCING STEEL: SPECIFICATION SECTION 415

- DE. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- DF. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- DG. ALUMINUM WELD MATERIAL: ER 4043
- DH. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- DI. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- DJ. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- DK. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- DL. NUT COVERS: ASTM B26 (319-F)
- DM. CONCRETE: CLASS 1, 3000 PSI
- DN. REINFORCING STEEL: SPECIFICATION SECTION 415

- DO. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- DP. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- DQ. ALUMINUM WELD MATERIAL: ER 4043
- DR. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- DS. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- DT. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- DU. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- DV. NUT COVERS: ASTM B26 (319-F)
- DW. CONCRETE: CLASS 1, 3000 PSI
- DX. REINFORCING STEEL: SPECIFICATION SECTION 415

- DY. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- DZ. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- EA. ALUMINUM WELD MATERIAL: ER 4043
- EB. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- EC. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- ED. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- EE. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- EF. NUT COVERS: ASTM B26 (319-F)
- EG. CONCRETE: CLASS 1, 3000 PSI
- EH. REINFORCING STEEL: SPECIFICATION SECTION 415

- EI. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- EJ. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- EK. ALUMINUM WELD MATERIAL: ER 4043
- EL. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- EM. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- EN. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- EO. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- EP. NUT COVERS: ASTM B26 (319-F)
- EQ. CONCRETE: CLASS 1, 3000 PSI
- ER. REINFORCING STEEL: SPECIFICATION SECTION 415

- ES. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- ET. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- EU. ALUMINUM WELD MATERIAL: ER 4043
- EV. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- EW. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- EX. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- EY. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- EZ. NUT COVERS: ASTM B26 (319-F)
- FA. CONCRETE: CLASS 1, 3000 PSI
- FB. REINFORCING STEEL: SPECIFICATION SECTION 415

- FC. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- FD. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- FE. ALUMINUM WELD MATERIAL: ER 4043
- FF. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- FG. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- FH. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- FI. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- FJ. NUT COVERS: ASTM B26 (319-F)
- FK. CONCRETE: CLASS 1, 3000 PSI
- FL. REINFORCING STEEL: SPECIFICATION SECTION 415

- FM. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- FN. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- FO. ALUMINUM WELD MATERIAL: ER 4043
- FP. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- FQ. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- FR. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- FS. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- FT. NUT COVERS: ASTM B26 (319-F)
- FU. CONCRETE: CLASS 1, 3000 PSI
- FV. REINFORCING STEEL: SPECIFICATION SECTION 415

- FW. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- FX. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- FW. ALUMINUM WELD MATERIAL: ER 4043
- FX. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- FY. BOLTS, NUTS AND WASHERS:
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 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- GA. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- GB. NUT COVERS: ASTM B26 (319-F)
- GC. CONCRETE: CLASS 1, 3000 PSI
- GD. REINFORCING STEEL: SPECIFICATION SECTION 415

- GE. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- GF. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- GH. ALUMINUM WELD MATERIAL: ER 4043
- GG. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- GH. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- GI. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- GJ. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- GK. NUT COVERS: ASTM B26 (319-F)
- GL. CONCRETE: CLASS 1, 3000 PSI
- GM. REINFORCING STEEL: SPECIFICATION SECTION 415

- GN. CAPS AND COVERS: ASTM B-26, ALLOY 319-F
- GO. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
- GP. ALUMINUM WELD MATERIAL: ER 4043
- GO. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B108, ALLOY 356-T6
- GN. BOLTS, NUTS AND WASHERS:
 - a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
 - b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
 - c. WASHER: ASTM F436 TYPE 1
- GP. ANCHOR BOLTS, NUTS, AND WASHERS:
 - a. ANCHOR BOLTS: ASTM F1554 GRADE 55
 - b. NUTS: ASTM A563 GRADE A HEAVY-HEX
 - c. PLATE WASHER: ASTM A36
- GQ. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
- GR. NUT COVERS: ASTM B26 (319-F)
- GS. CONCRETE: CLASS 1, 3000 PSI
- GT. REINFORCING STEEL: SPECIFICATION SECTION 415

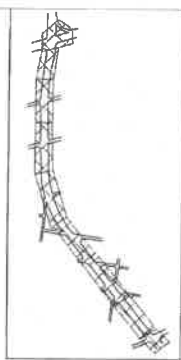
32. FABRICATION:

- A. WELD ARM AND POLE (ALLOY 6063) IN THE T4 TEMPER USING 4043 FILLER. AGE THE ARM AND POLE ARTIFICIALLY TO THE T6 TEMPER AFTER WELDING.
- B. UPRIGHT SPLICES: NOT ALLOWED. TRANSVERSE WELDS ARE ONLY ALLOWED AT THE BASE.
- C. ROADWAY LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A ROUND TOP O.D. OF 6" AND A BASE O.D. OF 10". PORTIONS OF THE POLE NEAR THE BASE SHOE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 10" AND 6" RESPECTIVELY TO SIMPLIFY FABRICATION.
- D. MEDIAN BARRIER MOUNTED LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A 6" O.D. ROUND TOP WITH AN 11" X 7" O.D. OBLONG BASE. PORTIONS OF THE POLE NEAR THE BASE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 11" X 7" OBLONG AND 6" ROUND RESPECTIVELY TO SIMPLIFY FABRICATION.
- E. PROVIDE "J", "S" OR "C" HOOK AT TOP OF POLE FOR ELECTRICAL WIRES.
- F. EQUIP POLES LOCATED ON BRIDGES, WALLS AND CONCRETE MEDIAN BARRIERS/TRAFFIC RAILINGS WITH A VIBRATION DAMPER.
- G. PERFORM ALL WELDING IN ACCORDANCE WITH AWS D1.2.
- H. EMBEDDED JUNCTION BOXES (EJB):
 - a. WELD ALL SEAMS CONTINUOUSLY AND GRIND SMOOTH.
 - b. HOT DIP GALVANIZE AFTER FABRICATION.
 - c. PROVIDE A WATERTIGHT COVER WITH NEOPRENE GASKET AND SECURE COVER WITH GALVANIZED SCREWS.
- I. FOR MEDIAN BARRIER MOUNTED ALUMINUM LIGHT POLES, THE FABRICATOR MUST DEMONSTRATE THE ABILITY TO PRODUCE A CRACK FREE POLE. THE FABRICATOR'S DEPARTMENT-APPROVED QC PLAN MUST CONTAIN THE FOLLOWING INFORMATION PRIOR TO FABRICATION:
 - a. TESTS DEMONSTRATING A POLE WITH A 1/4" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 36 KIP-FT IN THE STRONG AXIS AND 30 KIP-FT IN THE WEAK AXIS.
 - b. TESTS DEMONSTRATING A POLE WITH A 5/16" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 44 KIP-FT IN THE STRONG AXIS AND 37 KIP-FT IN THE WEAK AXIS.
 - c. TEST RESULTS SHOWING THE POLE DOES NOT BUCKLE AT THE SHAPE TRANSITION AREA UNDER THE ULTIMATE MOMENT CAPACITY LOADS.
 - d. COMPLETE DETAILS AND CALCULATIONS FOR THE REINFORCED 4' X 6" (MIN.) HANDHOLE LOCATED 1'-8" ABOVE THE BASE PLATE.
- J. IDENTIFICATION TAG: (SUBMIT DETAILS FOR APPROVAL.)
 - a. 2" X 4" (MAX.) ALUMINUM IDENTIFICATION TAG.
 - b. LOCATE ON THE INSIDE OF THE TRANSFORMER BASE AND VISIBLE FROM THE DOOR OPENING.
 - c. SECURE TO TRANSFORMER BASE WITH 1/8" DIAMETER STAINLESS STEEL RIVETS OR SCREWS.
- K. INCLUDE THE FOLLOWING INFORMATION ON THE ID TAG:
 - 1. FINANCIAL PROJECT ID
 - 2. POLE HEIGHT
 - 3. MANUFACTURER'S NAME

33. IN CERTAIN INSTANCES WHERE POLES CANNOT BE INSTALLED EXACTLY WHERE SPECIFIED ON THE DRAWINGS POLE LOCATIONS MAY BE SHIFTED UP TO A MAXIMUM OF 5'-0" TO AVOID ANY CONFLICTS.



1 OVERALL STREET LIGHTING PLAN 1" = 300'-0"



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PROJECT NO. 517004

NO.	BY	DATE	REVISIONS
4		06-13-2019	CONFORMED TO POLES AND FOUNDATIONS
3		04-17-2019	CONFORMED TO FIELD CHANGES
2		01-30-2019	LIGHT POLE COORDINATION
1		12-13-2018	TLC VOLTAGE REVISION

QLH
Quinn L. Hargrove, Inc.
Professional Engineer
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0288.1

OVERALL STREET LIGHTING
PLAN

DRAWN BY: DRS

M. MONCEY
Florida Lic
December 1, 2018

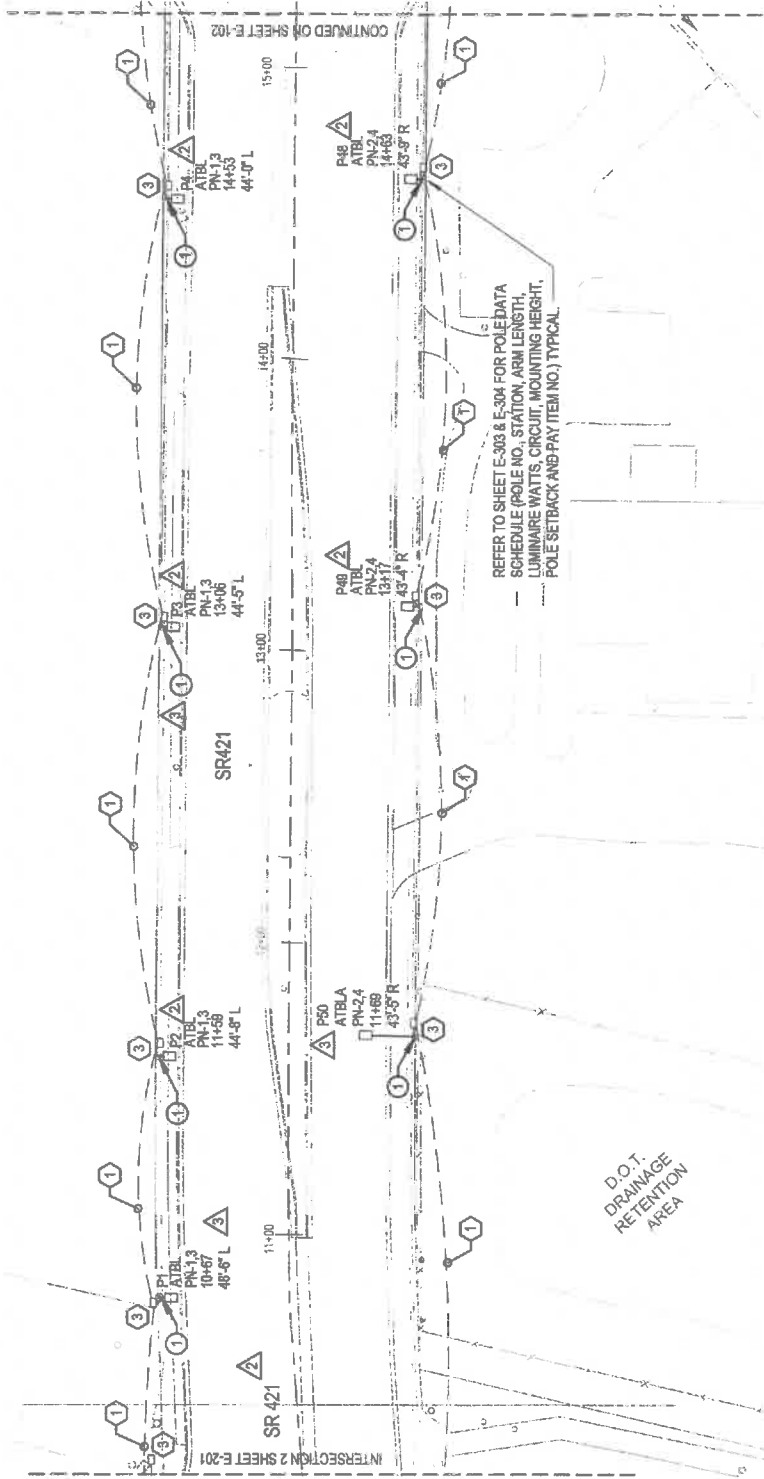
SHEET NO.
E-004
OF 38

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.

DETAIL NOTES

- 1 (2) REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.



1 ELECTRICAL PLAN - AREA 1

1" = 40'-0"



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 PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018



FLORIDA CERTIFICATE OF AUTHORIZATION NO. 628
 P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

CITY OF
 PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING

ELECTRICAL PLAN - AREA 1

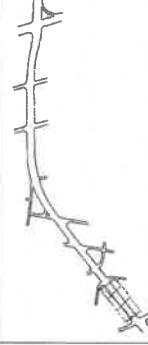
M. MONCI
 Florida L.I.
 No. 4822
 PROFESSIONAL ENGINEER
 STATE OF FLORIDA

SHEET NO.
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 OF 38

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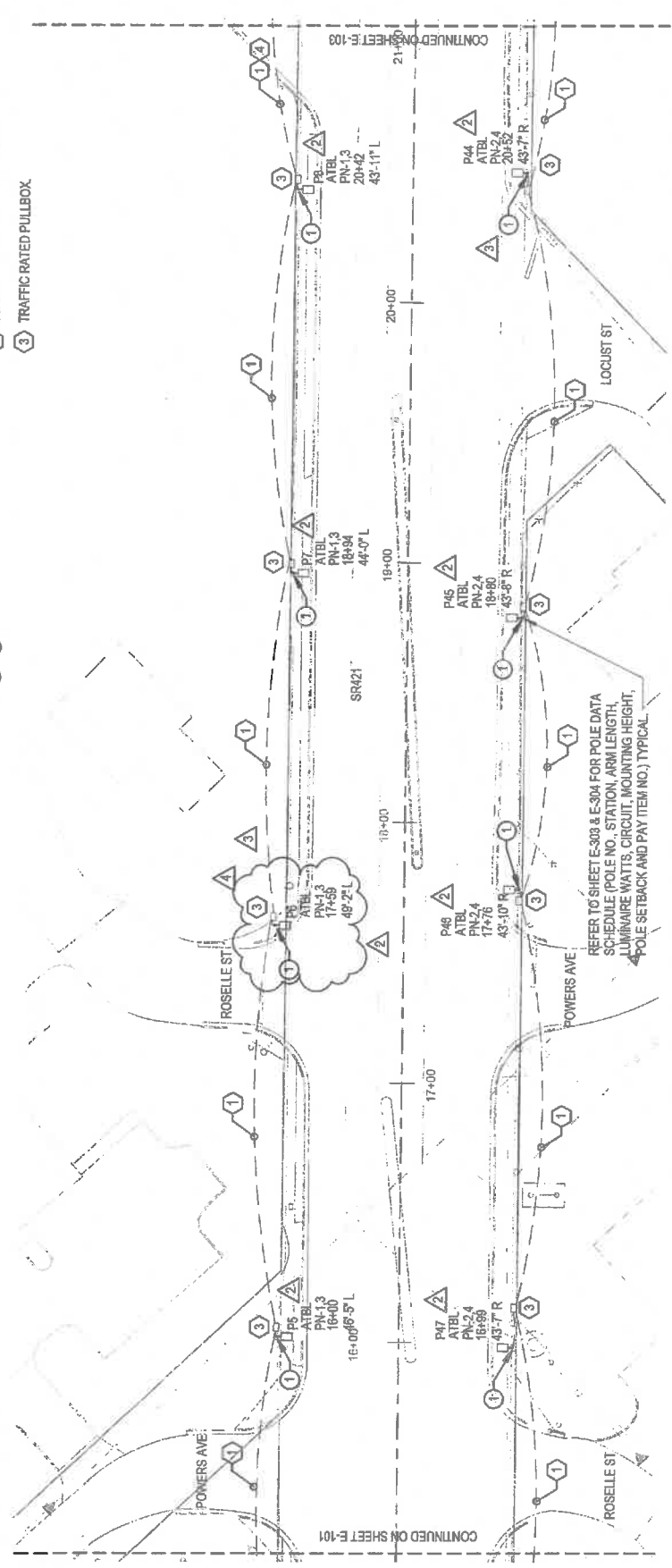
DRAWN BY: DRS

PROJECT No. P0288.1



DETAIL NOTES 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT. 3 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT. 4 TRAFFIC RATED PULLBOX

KEYED NOTES 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT. 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT. 3 TRAFFIC RATED PULLBOX



1 ELECTRICAL PLAN - AREA 2 1" = 40'-0"

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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
Quantity & Location Associates
Civil & Mechanical Engineers
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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0288.1

ELECTRICAL PLAN - AREA 2

DRAWN BY: DRS

SHEET NO.
E-102
OF 38

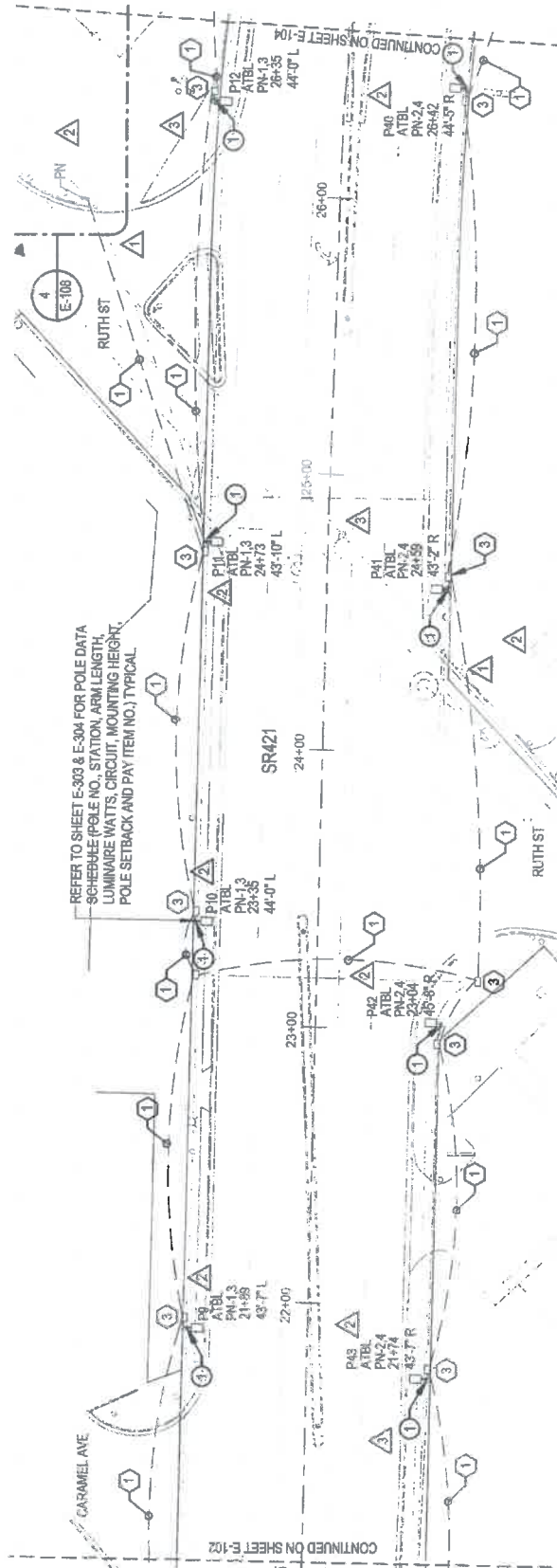
M. MONC
Florida
Professional Engineer
No. 41022
STATE OF FLORIDA

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX



ELECTRICAL PLAN - AREA 3

1" = 40'-0"



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PROJECT NO. 517004

NO.	BY	DATE	REVISIONS
4		06-13-2019	CONFORMED TO POLES AND FOUNDATIONS
3		04-17-2019	CONFORMED TO FIELD CHANGES
2		01-30-2019	LIGHT POLE COORDINATION
1		12-13-2018	TLC VOLTAGE REVISION

QLH
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STREET LIGHTING
PROJECT NO. PO298.1

ELECTRICAL PLAN - AREA 3
DRAWN BY: DRS

M. MON
Florida
Dec 38

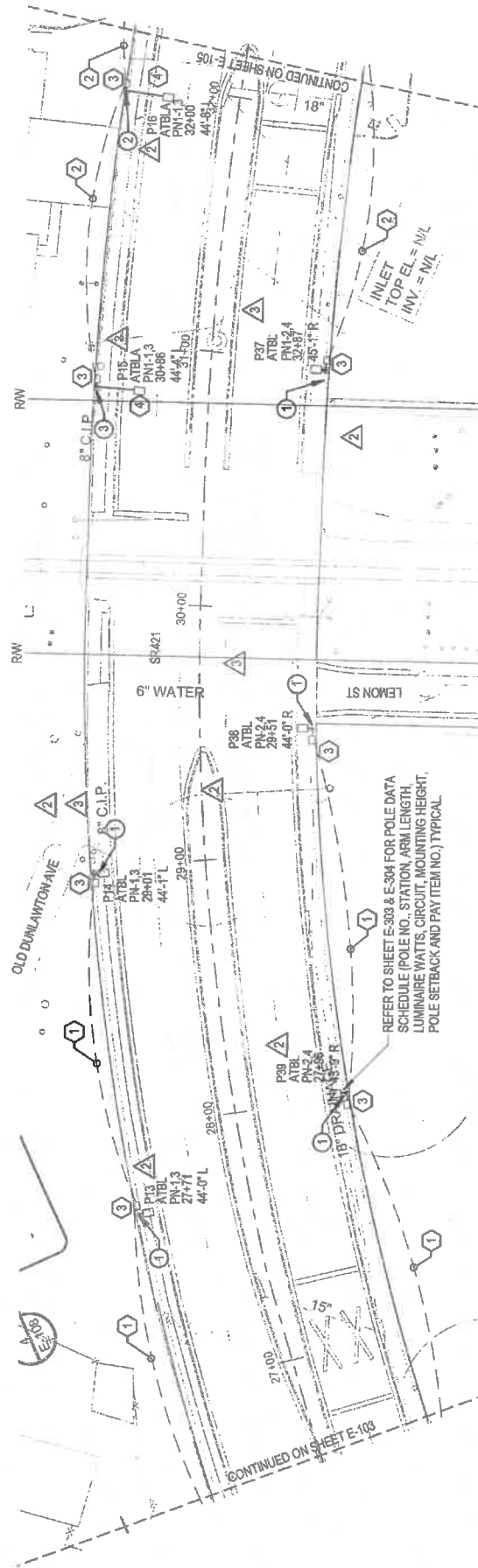
SHEET NO.
E-103
OF 38

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



ELECTRICAL PLAN - AREA 4

1 1" = 40'-0"

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NO.	BY	DATE	REVISIONS
4		06-13-2019	CONFORMED TO POLES AND FOUNDATIONS
3		04-17-2019	CONFORMED TO FIELD CHANGES
2		01-30-2019	LIGHT POLE COORDINATION
1		12-13-2018	TLC VOLTAGE REVISION

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VOLUSIA COUNTY, FL

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PROJECT No. P0288.1

ELECTRICAL PLAN - AREA 4

Drawn BY: DRS

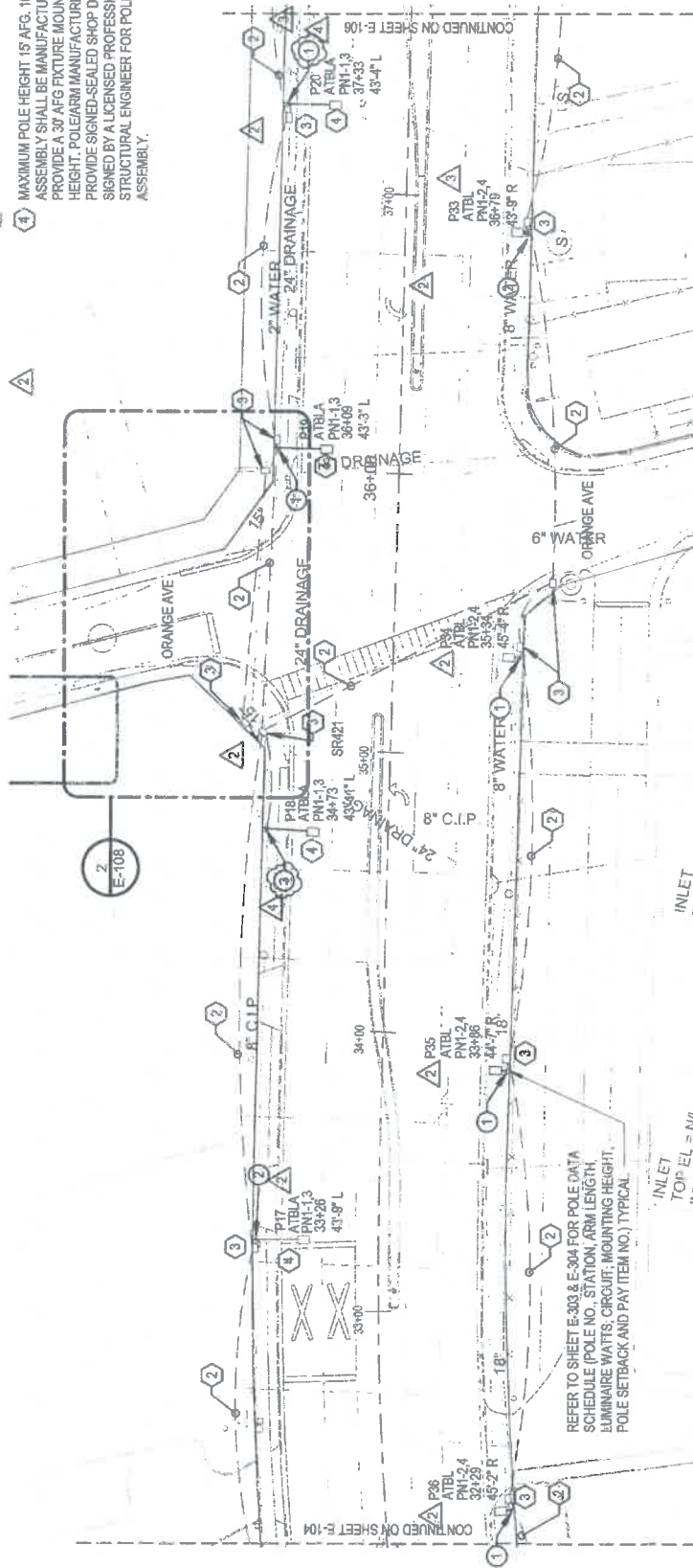
SHEET NO.
E-104
OF 38

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX
- 4 MAXIMUM POLE HEIGHT 15' AFG, 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 5

1" = 40'-0"

71C
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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
Quentin L. Hampton, Association
Civil & Environmental Engineer
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CITY OF
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VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 5

SHEET NO.
E-105
OF **38**

M. MONI
Florida
Professional Engineer
No. 49823
STATE OF FLORIDA
Professional Engineer
Seal

Drawn By: DRS

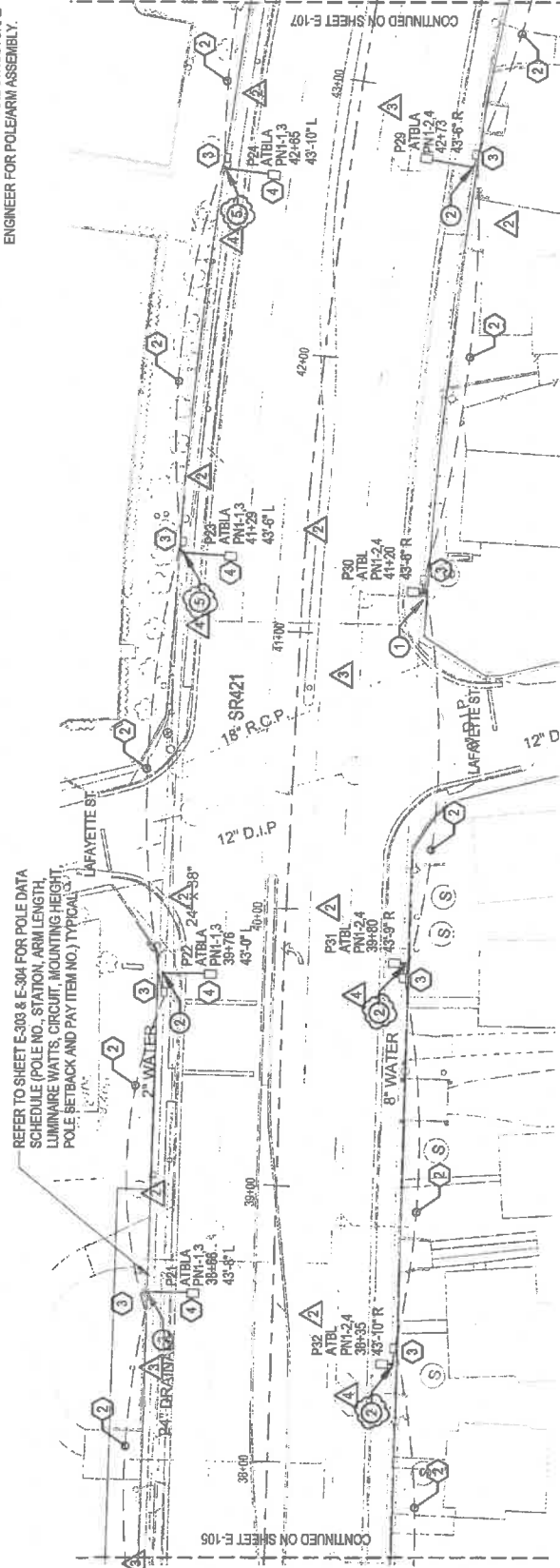
DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

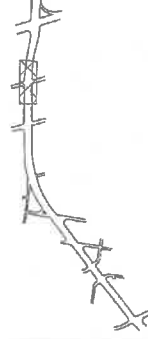
KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.

REFER TO SHEET E-303 & E-304 FOR POLE DATA SCHEDULE (POLE NO., STATION, ARM LENGTH, LUMINAIRE WATTS, CIRCUIT, MOUNTING HEIGHT, POLE SETBACK AND PAY ITEM NO.) TYPICAL.



1 ELECTRICAL PLAN - AREA 6
1" = 40'-0"



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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2018
1		TLC VOLTAGE REVISION	12-13-2018

QLH
Quantum Leap Engineering
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CITY OF
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VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 6

SHEET NO.
E-106
OF 38



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DRAWN BY: DRS

PROJECT No. P0288.1


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NO.	BY	DATE	REVISIONS
4		06-13-2019	CONFORMED TO POLES AND FOUNDATIONS
3		04-17-2019	CONFORMED TO FIELD CHANGES
2		01-30-2019	LIGHT POLE COORDINATION
1		12-13-2018	TLC VOLTAGE REVISION

QLH
 David L. Hargrove, Assoc. Eng.
 Civil & Environmental Engineer
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CITY OF
 PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT No. PO298.1

ELECTRICAL PLAN - AREA 7
 DRAWN BY: DRS

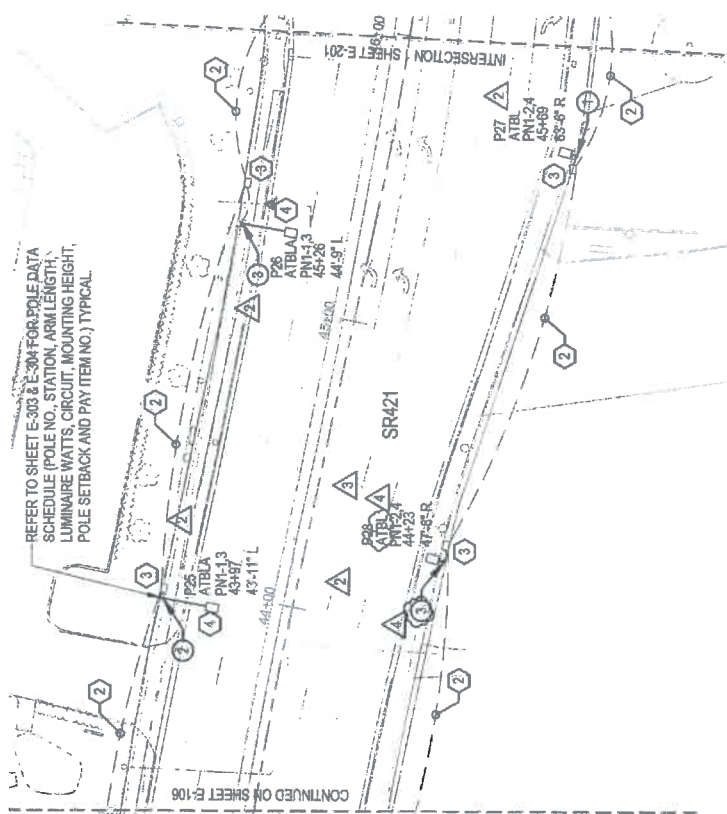
M. MONCEF HADJUI, P.E.
 Florida License #48022
 SHEET NO.
 E-107
 OF 38

DETAIL NOTES

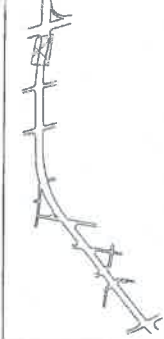
- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS PROVIDED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 7
 1" = 40'-0"



① TRAFFIC RATED PULLBOX.



4	CONFORMED TO POLES AND FOUNDATIONS
---	------------------------------------

NO.	BY	DATE
4		06-13-2019
3		04-17-2019
2		01-30-2019
1		12-13-2018

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QIH
Queen's L. Hospitals Association
QIH & Environmental Exchange

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

DRAWN BY: DRS

Decem

SHEET NO. _____

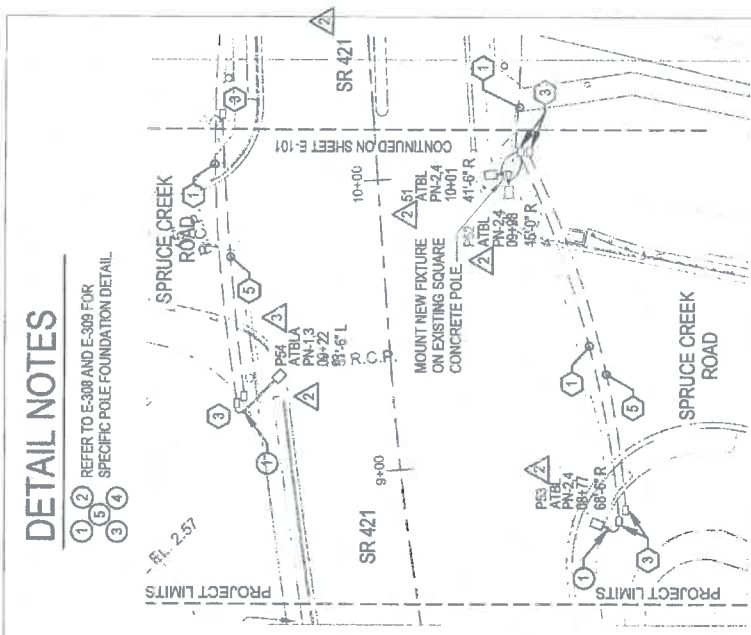
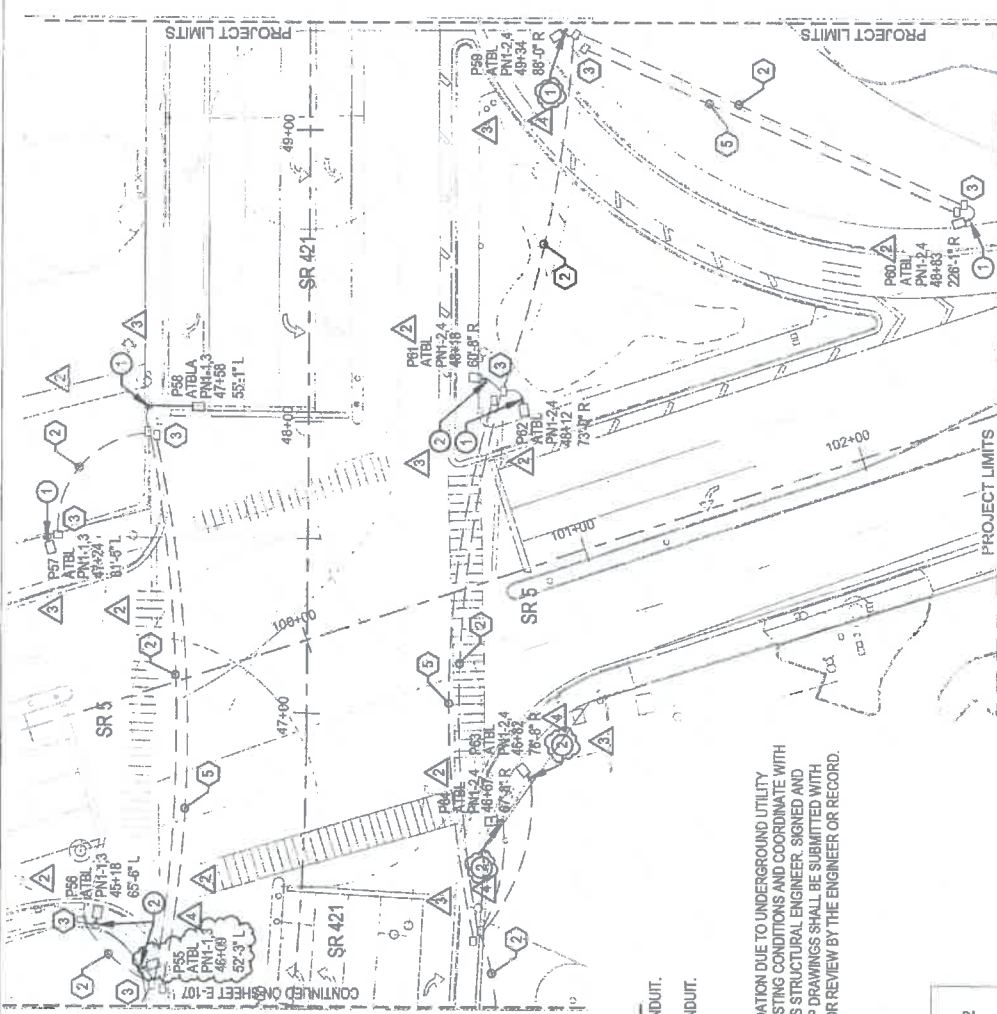
E-108

OF 38

ENLARGED ELECTRICAL PANEL PN
1" = 20' 0"

WHOLE SHEET REVISED





DETAIL NOTES

1 REFER TO E-308 AND E-309 FOR
SPECIFIC POLE FOUNDATION DETAIL

2 1" = 40'-0"

**INTERSECTION 2 - SR-421 &
SPRUCE CREEK
INTERSECTION LIGHTING**

2 1" = 40'-0"

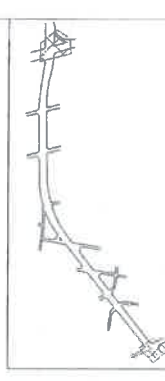
KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX
- 4 POLE REQUIRES CUSTOM FOUNDATION DUE TO UNDERGROUND UTILITY RESTRICTIONS. FIELD VERIFY EXISTING CONDITIONS AND COORDINATE WITH POLE LIGHTING MANUFACTURERS STRUCTURAL ENGINEER. SIGNED AND SEALED POLE FOUNDATION SHOP DRAWINGS SHALL BE SUBMITTED WITH LIGHTING FIXTURE SUBMITTAL FOR REVIEW BY THE ENGINEER OR RECORD.
- 5 PROVIDE SPARE 2" CONDUIT.

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INTERSECTION 1 - SR-421 & SR-5 INTERSECTION LIGHTING

1 1" = 40'-0"



4	CONFORMED TO POLES AND FOUNDATIONS	05-13-2019	DATE	REVISIONS
3	CONFORMED TO FIELD CHANGES	04-17-2019		
2	LIGHT POLE COORDINATION	01-30-2019		
1	TLC VOLTAGE REVISION	12-15-2018		
NO.	BY	DATE		

QLH
Quinn L. Hampton, Assoc.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 636
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INTERSECTION 1 & 2 LIGHTING

**S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING**

**CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL**

PROJECT No. P0298.1

DRAWN BY: DRS

**M. MONC
Florida I**

**SHEET NO.
E-201
OF 38**

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER	MODEL	VOLTAGE	REQUIRED LAMPS	COMMENTS
ATBL	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	1	200 VA
ATBLA	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION, FPL CONFLICT POLE WITH 15' ARM.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	1	200 VA



Branch Panel: PN1

Location: 240/480 Single
 Phases: 1
 Wires: 3
 A.I.C. Rating: 35,000
 Main Type: MCB
 Main Rating: 100 A
 MCB Rating: 100 A
 Neutral Rating: 100.00%



Supply From: Surface
 Mounting: NEMA 4X
 Enclosure: NEMA 4X

Notes:

- FIXTURE SCHEDULE NOTES:**
- POLES SHALL BE BY VALMONT INDUSTRIES OR HAPCO, INC. PROVIDE SIGNED-SEALED SHOP DRAWINGS BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER SHOWING POLES, ARMS, WELDING DETAILS, WIND LOADING DATA, AND MATERIAL TYPES, FINISHES, AND THICKNESSES. PROVIDE A COPY OF THE DOT APPROVED MANUFACTURER CERTIFICATE.
 - SEE SITE PLANS FOR CONFLICT POLE LOCATION AND HEIGHT REQUIREMENTS. SEE KEYNOTE NO. 4 ON SHEETS E-104 THROUGH E-107.
 - PROVIDE SIGNED AND SEALED SHOP DRAWINGS/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND ULTIMATE WIND SPEED OF 140 MPH WITH A GUST FACTOR OF 1.3 WIND LOADING REQUIREMENTS.

CKT	Circuit Description	No. of Poles	Trips	Estimated Demand	Panel Totals
1	Street Lighting - North East SR421	2	20 A	0.0 kVA	0.0 kVA
3	Space	-	-	0.0 kVA	0.0 kVA
5	Space	-	-	0.0 kVA	0.0 kVA
7	Space	-	-	0.0 kVA	0.0 kVA
9	Space	-	-	0.0 kVA	0.0 kVA
11	Space	-	-	0.0 kVA	0.0 kVA
Total Load:		6.7 kVA	28 A	0.0 kVA	0 A
Total Amps:		28 A			

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Lighting - Exterior	6.6 kVA	125.00%	8.3 kVA	8.3 kVA
				Total Conn. Load: 6.7 kVA
				Total Est. Demand: 8.35 kVA
				Total Conn. Current: 14 A
				Total Est. Demand Current: 17 A

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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
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 Civil & Structural Engineer
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CITY OF
 PORT ORANGE
 VOLUSIA COUNTY, FL
 S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT No. PO286.1
 DRAWN BY: DRS

ELECTRICAL PANEL AND
 LIGHTING FIXTURE
 SCHEDULES

M. MOI
 Florida
 Professional Engineer
 License No. 48022
 State of Florida

SHEET NO.
 E-301
 OF 38

SHEET NO. E-302 OF 38

POLE DATA SCHEDULE

POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P1	10 + 67	0' - 0"	171	PN - 1,3	30'	48' - 6" L	0715 4 11
P2	11 + 59	0' - 0"	171	PN - 1,3	30'	44' - 8" L	0715 4 11
P3	13 + 06	0' - 0"	171	PN - 1,3	30'	44' - 5" L	0715 4 11
P4	14 + 53	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P5	16 + 00	0' - 0"	171	PN - 1,3	30'	46' - 5" L	0715 4 11
P6	17 + 59	0' - 0"	171	PN - 1,3	30'	49' - 2" L	0715 4 11
P7	18 + 94	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P8	20 + 42	0' - 0"	171	PN - 1,3	30'	43' - 11" L	0715 4 11
P9	21 + 89	0' - 0"	171	PN - 1,3	30'	43' - 7" L	0715 4 11
P10	23 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P11	24 + 73	0' - 0"	171	PN - 1,3	30'	43' - 10" L	0715 4 11
P12	26 + 35	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P13	27 + 71	0' - 0"	171	PN - 1,3	30'	44' - 0" L	0715 4 11
P14	29 + 01	0' - 0"	171	PN - 1,3	30'	44' - 1" L	0715 4 11
P15	30 + 86	15' - 0"	171	PN1 - 1,3	30'	44' - 4" L	0715 4 41
P16	32 + 00	15' - 0"	171	PN1 - 1,3	30'	44' - 8" L	0715 4 41
P17	33 + 26	15' - 0"	171	PN1 - 1,3	30'	43' - 9" L	0715 4 41
P18	34 + 73	15' - 0"	171	PN1 - 1,3	30'	43' - 11" L	0715 4 41
P19	36 + 09	15' - 0"	171	PN1 - 1,3	30'	43' - 3" L	0715 4 31
P20	37 + 33	15' - 0"	171	PN1 - 1,3	30'	43' - 4" L	0715 4 31
P21	38 + 66	15' - 0"	171	PN1 - 1,3	30'	43' - 8" L	0715 4 41
P22	39 + 76	15' - 0"	171	PN1 - 1,3	30'	43' - 0" L	0715 4 41
P23	41 + 29	15' - 0"	171	PN1 - 1,3	30'	43' - 8" L	0715 4 41
P24	42 + 65	15' - 0"	171	PN1 - 1,3	30'	43' - 10" L	0715 4 41

POLE DATA SCHEDULE CONT.

POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P25	43 + 97	15' - 0"	171	PN1 - 1,3	30' - 0"	43' - 11" L	0715 4 41
P26	45 + 26	15' - 0"	171	PN1 - 1,3	30' - 0"	44' - 9" L	0715 4 41
P27	45 + 69	0' - 0"	171	PN1 - 5,7	30' - 0"	63' - 6" R	0715 4 11
P28	44 + 23	0' - 0"	171	PN1 - 5,7	30' - 0"	47' - 8" R	0715 4 21
P29	42 + 73	15' - 0"	171	PN1 - 5,7	30' - 0"	43' - 6" R	0715 4 41
P30	41 + 20	0' - 0"	171	PN1 - 5,7	30' - 0"	43' - 8" R	0715 4 11
P31	39 + 80	0' - 0"	171	PN1 - 5,7	30' - 0"	43' - 9" R	0715 4 21
P32	38 + 35	0' - 0"	171	PN1 - 5,7	30' - 0"	43' - 10" R	0715 4 21
P33	36 + 79	0' - 0"	171	PN1 - 5,7	30' - 0"	43' - 9" R	0715 4 21
P34	35 + 34	0' - 0"	171	PN1 - 5,7	30' - 0"	45' - 4" R	0715 4 11
P35	33 + 86	0' - 0"	171	PN1 - 5,7	30' - 0"	44' - 7" R	0715 4 11
P36	32 + 29	0' - 0"	171	PN1 - 5,7	30' - 0"	45' - 2" R	0715 4 11
P37	32 + 87	0' - 0"	171	PN1 - 5,7	30' - 0"	45' - 1" R	0715 4 11
P38	29 + 51	0' - 0"	171	PN - 5,7	30' - 0"	44' - 0" R	0715 4 11
P39	27 + 96	0' - 0"	171	PN - 5,7	30' - 0"	43' - 9" R	0715 4 11
P40	26 + 42	0' - 0"	171	PN - 5,7	30' - 0"	44' - 5" R	0715 4 11
P41	24 + 59	0' - 0"	171	PN - 5,7	30' - 0"	43' - 2" R	0715 4 11
P42	23 + 04	0' - 0"	171	PN - 5,7	30' - 0"	45' - 8" R	0715 4 11
P43	21 + 74	0' - 0"	171	PN - 5,7	30' - 0"	43' - 7" R	0715 4 11
P44	20 + 52	0' - 0"	171	PN - 5,7	30' - 0"	43' - 7" R	0715 4 11
P45	18 + 80	0' - 0"	171	PN - 5,7	30' - 0"	43' - 8" R	0715 4 11
P46	17 + 76	0' - 0"	171	PN - 5,7	30' - 0"	43' - 10" R	0715 4 11
P47	16 + 99	0' - 0"	171	PN - 5,7	30' - 0"	43' - 7" R	0715 4 11
P48	14 + 63	0' - 0"	171	PN - 5,7	30' - 0"	43' - 9" R	0715 4 11
P49	13 + 17	0' - 0"	171	PN - 5,7	30' - 0"	43' - 4" R	0715 4 11
P50	11 + 69	15' - 0"	171	PN - 5,7	30' - 0"	43' - 5" R	0715 4 31
P51	10 + 01	0' - 0"	171	PN - 5,7	30' - 0"	41' - 6" R	0715 5 31
P52	09 + 98	0' - 0"	171	PN - 5,7	30' - 0"	45' - 0" R	0715 5 31


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 PROJECT NO. 517004

CONFORMED TO POLES AND FOUNDATIONS 06-13-2019 04-17-2019		POLE DATA SCHEDULE S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING		M. MONC Florida No. 48022 PROFESSIONAL ENGINEER		SHEET NO. E-303	
CITY OF ORANGE VOLUSIA COUNTY, FL		PROJECT No. P0298.1		DRAWN BY: DRS		Decen OF 38	
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626 P.O. DRAWER 250247, PORT ORANGE, FL 32128-0247		Q.L.H. Quantity & Materials Associates Civil & Environmental Engineers		01-30-2019 12-13-2018		DATE	
NO. BY		REVISIONS		1 TLC VOLTAGE REVISION		2 LIGHT POLE COORDINATION	


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 Cocoa, Florida 32922
 PH: 321.636.0274
 Fax: 321.639.8986
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 PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
 Quaid L. Hargrave Associates
 Civil & Structural Engineers
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
 P.O. DRAWER 280247, FORT ORANGE, FL 32129-0247

CITY OF
 PORT ORANGE
 VOLUSIA COUNTY, FL

S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT No. PO298.1

DRAWN BY: DRS

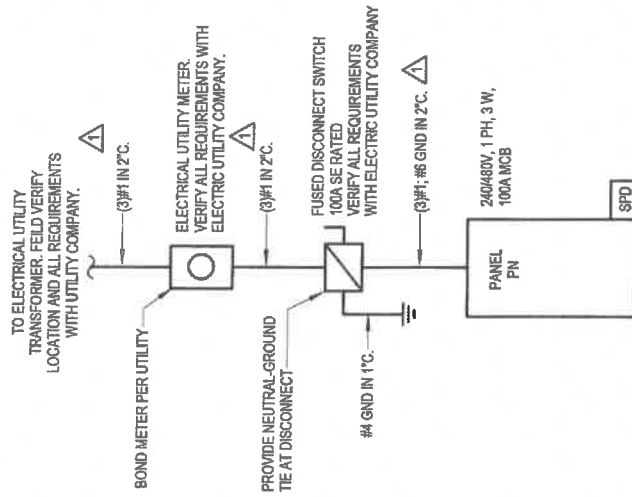
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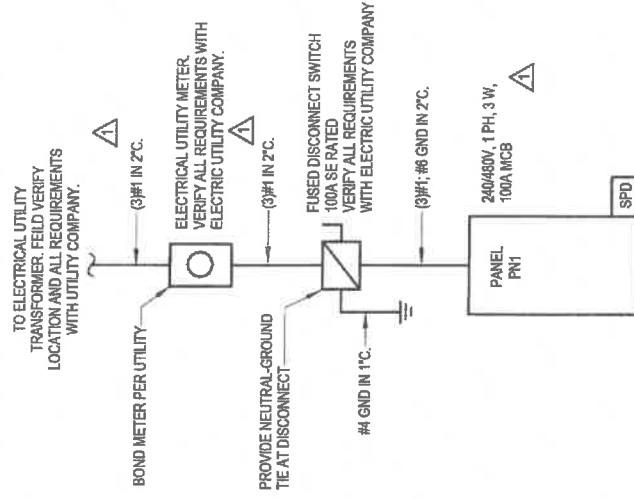
SHEET NO.
E-304
 OF 38

POLE DATA SCHEDULE CONT.						
POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK
P53	08 + 77	0'-0" ^A	171	PN - 5,7	30'-0"	68' - 6" R
P54	09 + 22	15'-0"	171	PN - 1,3	30'-0"	51' - 6" L
P55	46 + 09	0'-0" ^A	171	PN1 - 1,3	30'-0"	52' - 3" L
P56	46 + 18	0'-0" ^A	171	PN1 - 1,3	30'-0"	65' - 6" L
P57	47 + 24	0'-0" ^A	171	PN1 - 1,3	30'-0"	81' - 5" L
P58	47 + 58	15'-0"	171	PN1 - 1,3	30'-0"	55' - 1" L
P59	49 + 34	0'-0"	171	PN1 - 5,7	30'-0"	88' - 0" R
P60	48 + 83	0'-0"	171	PN1 - 5,7	30'-0"	226' - 1" R
P61	48 + 18	0'-0"	171	PN1 - 5,7	30'-0"	60' - 8" R
P62	48 + 12	0'-0"	171	PN1 - 5,7	30'-0"	73' - 0" R
P63	46 + 82	0'-0"	171	PN1 - 5,7	30'-0"	76' - 8" R
P64	46 + 67	0'-0"	171	PN1 - 5,7	30'-0"	67' - 8" R

PAY ITEM
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 0715 4 31
 0715 4 21
 0715 4 21
 0715 4 11
 0715 4 31
 0715 4 11
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 0715 4 11
 0715 4 21
 0715 4 21



1 ELECTRICAL ONE-LINE DIAGRAM PN
N.T.S



2 ELECTRICAL ONE-LINE DIAGRAM PN1
N.T.S

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1		TLC VOLTAGE REVISION

06-13-2019
04-17-2019
04-30-2019
12-16-2018
DATE

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT NO. PO288.1

ELECTRICAL ONE-LINE
DIAGRAMS

M. MON
Florde
Dec 38

SHEET NO.
E-305
OF 38



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1		TLC VOLTAGE REVISION

DATE	DATE
06-13-2019	04-17-2019
01-30-2019	
12-13-2018	

QLH
Quentin L. Humphrey, Associate
Professional Engineer
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

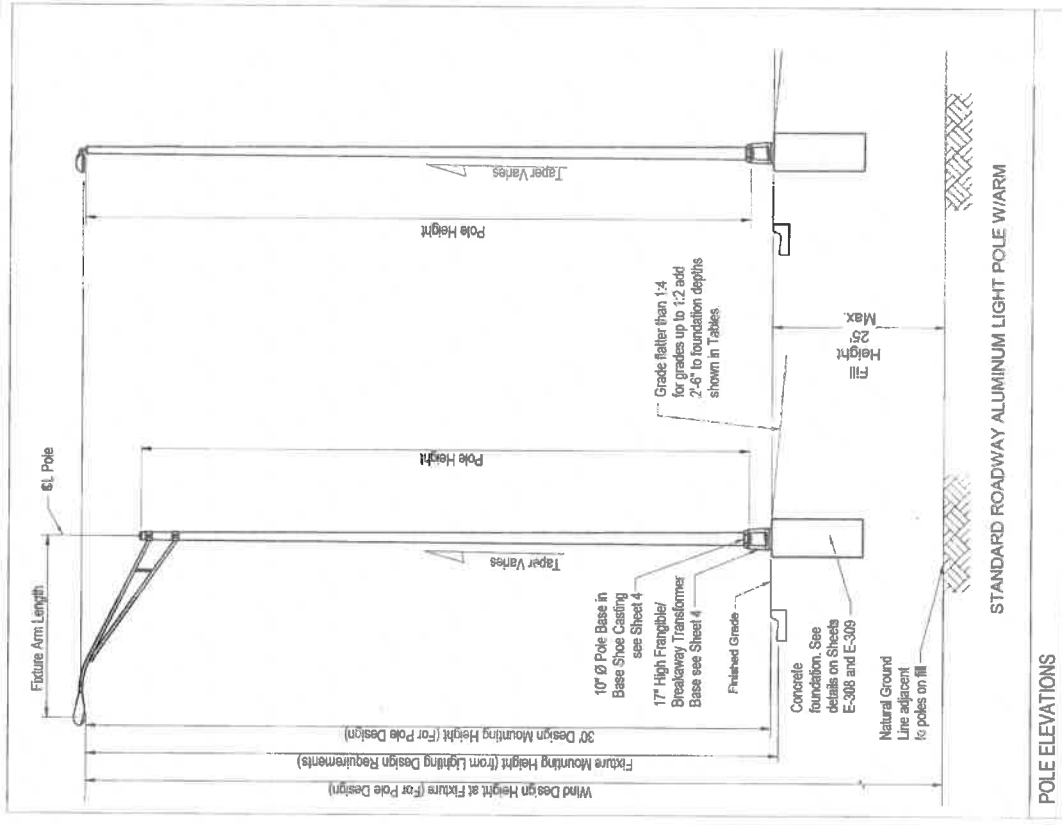
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

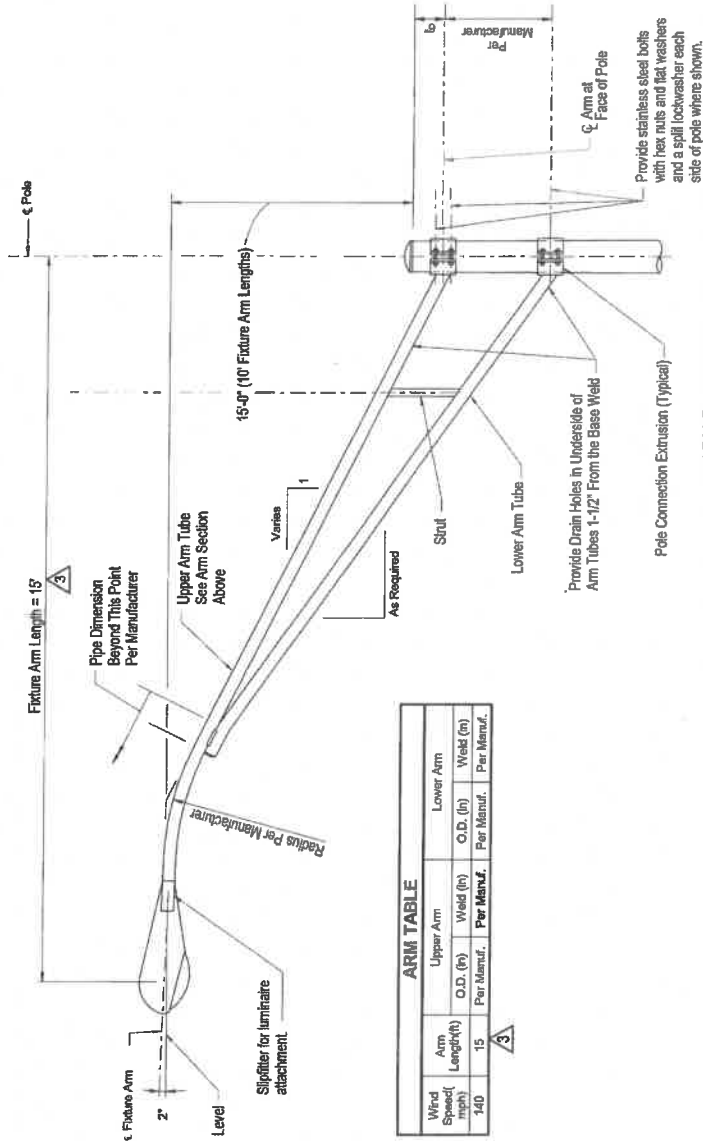
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. PO298.1

ELECTRICAL DETAILS
DRAWN BY: DRS

M. MON
Professional Engineer
No. 48022
STATE OF FLORIDA
EXPIRATION DATE 12/31/2021

SHEET NO.
E-306
OF 38





ARM TABLE

Wind Speed (mph)	Arm Length (ft)	Upper Arm		Lower Arm	
		O.D. (in)	Weld (in)	O.D. (in)	Weld (in)
140	15	Per Manuf.	Per Manuf.	Per Manuf.	Per Manuf.

DETAIL NOTES:

Provide Member Wall Thickness as Necessary to Meet Minimum Requirements of the Welding Code for the Connection Weld Sizes Shown in the Arm and Pole tables.

Maximum pole height 15' AFG. 15' arm assembly shall be manufactured to provide a 30' AFG fixture mounting height. Pole/armature manufacturer shall provide signed-sealed shop drawings for pole/arm assembly.

Welds and wall thicknesses shall be per manufacturer. Manufacturer shall fabricate conflict poles to the dimensions shown and shall provide signed-sealed shop drawings and details which indicate welds, wall thicknesses, dimensions, member types, struts, and all other pertinent information to show compliance with required wind load criteria. See lighting fixture schedule.

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FOR ARCHITECTURE
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CONFLICT POLE ARM & DAMPER DETAILS

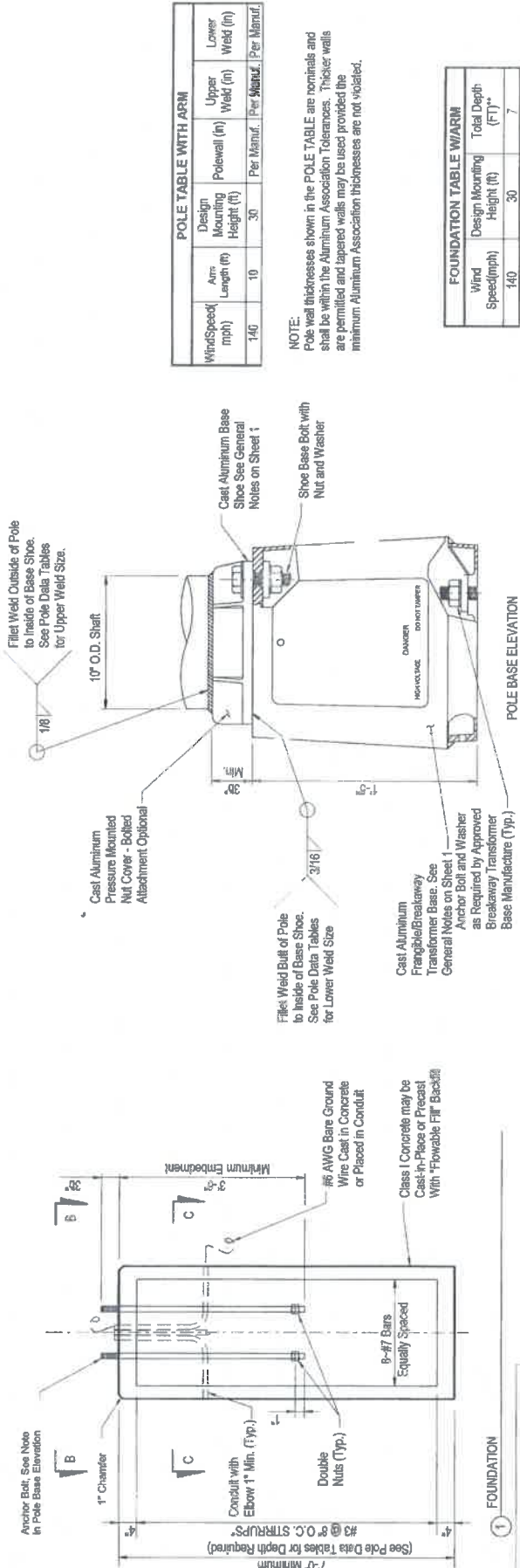
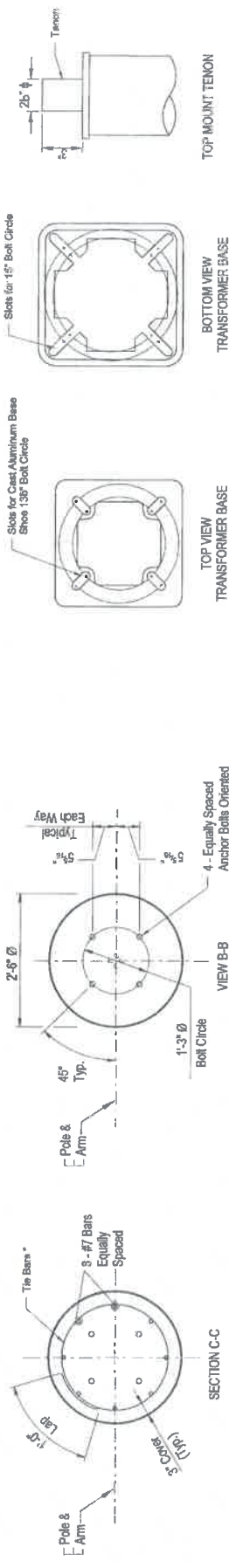
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P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. PO288.1
DRAWN BY: DRS

ELECTRICAL DETAILS
M. MC
Electrical
No. 48022
STATE OF FLORIDA
Professional Engineer
No. 48022
No. 48022

SHEET NO.
E-307
OF 38



NOTE: Pole wall thicknesses shown in the POLE TABLE are nominal and shall be within the Aluminum Association Tolerances. Thicker walls are permitted and tapered walls may be used provided the minimum Aluminum Association thicknesses are not violated.

** Depths shown in table are for grades flatter than 1:4, for grades up to 1:2 add 2'-6" to foundation depths shown in table.

Wind Speed (mph)	Design Mounting Height (ft)	Polewall (in)	Upper Weld (in)	Lower Weld (in)
140	10	30	Per Manuf.	Per Manuf.

Wind Speed (mph)	Design Mounting Height (ft)	Total Depth (ft)**
140	30	7

FOUNDATION TABLE W/ARM

POLE TABLE WITH ARM

7'-0" Minimum (See Pole Data Tables for Depth Required)

Anchor Bolt, See Note in Pole Base Elevation

1" Chamfer

Conduit with Elbow 1" Min. (Typ.)

Double Nuts (Typ.)

8-#7 Bars Equally Spaced

3' Minimum Embedment

#8 AWG Bare Ground Wire Cast in Concrete or Placed in Conduit

Class I Concrete may be Cast-in-Place or Precast With "Flowable Fill" Backfill

Cast Aluminum Pressure Mounted Nut Cover - Bolted Attachment Optional

Filet Weld Build of Pole to Inside of Base Shoe. See Pole Data Tables for Lower Weld Size

Filet Weld Outside of Pole to Inside of Base Shoe. See Pole Data Tables for Upper Weld Size.

4 - Equally Spaced Anchor Bolts Oriented as Shown when the Shaft is Installed.

Slots for Cast Aluminum Base Shoe 130° Bolt Circle

Slots for 15° Bolt Circle

TOP VIEW TRANSFORMER BASE

TOP MOUNT TENON

Bottom View TRANSFORMER BASE

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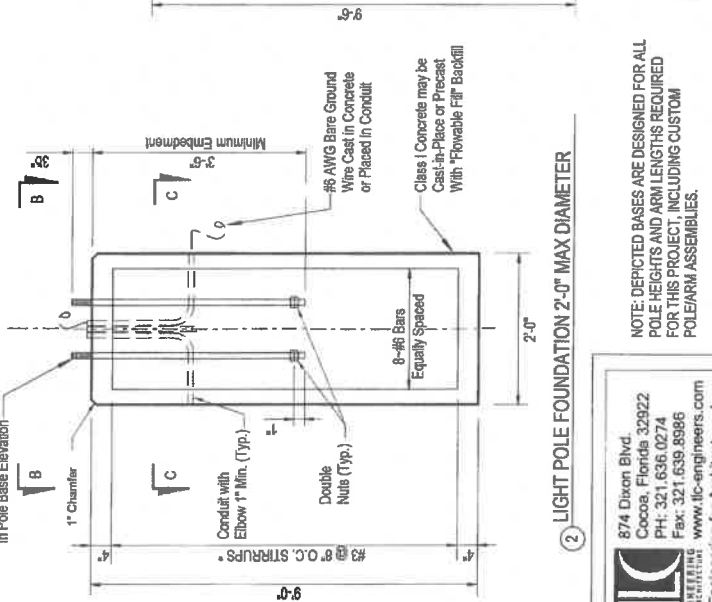
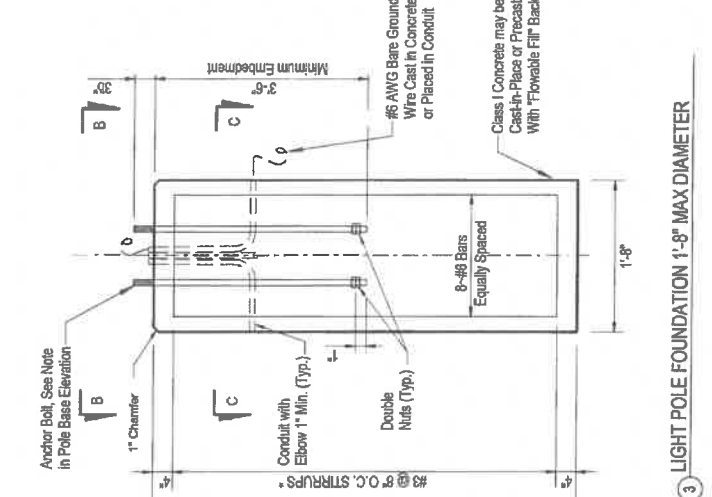
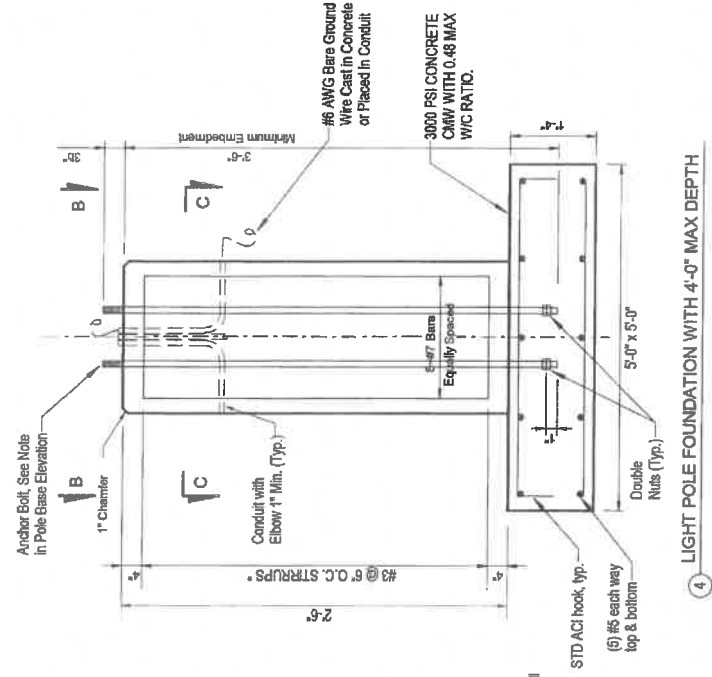
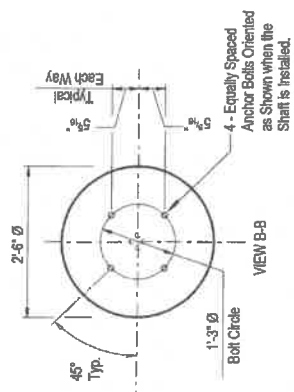
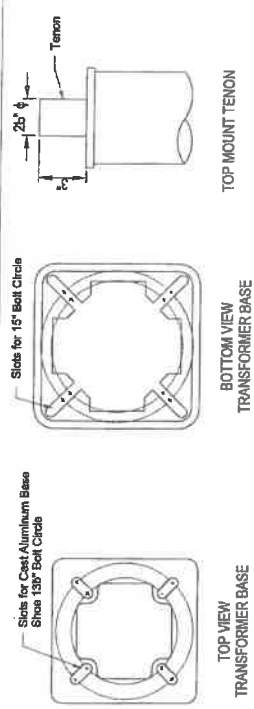
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NOTE: DEPICTED BASES ARE DESIGNED FOR ALL POLE HEIGHTS AND ARM LENGTHS REQUIRED FOR THIS PROJECT, INCLUDING CUSTOM POLE/ARM ASSEMBLIES.

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PROJECT NO. 517004

PROJECT NO. 517004		 Quantum Lighting Associates Civil & Environmental Engineers		CITY OF PORT ORANGE VOLUSIA COUNTY, FL		S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING		ELECTRICAL DETAILS				SHEET NO. E-309 OF 38
4	CONFORMED TO POLES AND FOUNDATIONS	06-13-2019	FLORIDA CERTIFICATE OF AUTHORIZATION NO. 628 P.O. DRAWER 230247, PORT ORANGE, FL 32128-0247		PROJECT No. PO288.1		DRAWN BY: DRS		Decemb		M. MONCE Professional Engineer No. 46022 STATE OF FLORIDA EXPIRATION DATE 12/31/2024 874 Dixon Blvd. Cocoa, Florida 32922 PH: 321.636.0274 Fax: 321.639.8986 www.tlc-engineers.com TLC Engineering for Architecture, Inc. © Copyright 2017 COA #15 PROJECT NO. 517004	
3	CONFORMED TO FIELD CHANGES	04-17-2019										
2	LIGHT POLE COORDINATION	01-30-2019										
1	TLC VOLTAGE REVISION	12-13-2018										
NO. BY		DATE		REVISIONS								



4	CONFORMED TO DOW
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NO.	BY	REVISIONS	DATE
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FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL 32129-0247

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

M. MONCI
Florida 1

MOORE HAZARD ENGINEERING, INC.
No. 48022
STATE OF FLORIDA
Professional Engineer
E-310
OF 38
SHEET NO.

Decent

**FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 3**

Contents:

- 1. Change Order 3 Light Pole Complete Change Order**
- 2. Entitlement Analysis (incl. cost and time)**
- 3. Plans (Dated June 14, 2019)**

Submittal: 6/28/2019

Rev. 0

CHANGE ORDER NO. 3
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1-2: \$0.00	Changes in contract time from previous Change Orders: No. 1-2: 0 days
Contract Price prior to this Change Order: \$674,971.86	Contract Completion Date prior to this Change Order: Final Completion: July 27, 2019
Net Increase (decrease) of this Change Order No. 3: \$31,856.02	Changes in contract time requested this Change Order No. 3: (Requires Council Approval) 153 days
Contract Price with all approved Change Orders: \$706,827.88	Contract Times with all approved Change Orders: Final Completion: December 27, 2019

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

1. Adjustment in quantity of Light Pole Complete Pay Items
2. Adjustment in Pedestrian Light Pole/Foundation Removals
3. 153 Day Time Extension

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: See Entitlement Analysis

IV. PAYMENT: See Cost Adjustment Spreadsheet

Acknowledgments:

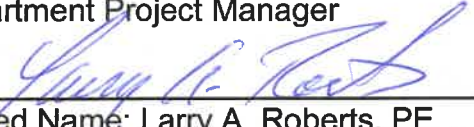
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

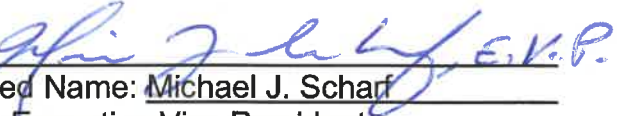
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. The modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: 
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: 11/13/2019

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By:  E.V.P.
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: 11/13/19

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: 
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: 11/15/2019

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: 
Printed Name: David King, PE
Title: Vice President

Date Signed: 11/15/19

APPROVED BY:

CITY OF PORT ORANGE
Department Head

By: Tim Burman

Printed Name: Tim Burman

Title: Community Development Director

Date Signed: 11-14-19

City Manager

By: _____

Printed Name: Michael H. Johansson

Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 3

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 3 Adjustment in Light Pole Complete Pay Items

1. Change Order Number 3
2. Description: Adjustment in Light Pole Complete Pay Items
3. Reasons for Change:
 - a. At Poles 23 and 24, replace 715-4-31 with 715-4-41. The location of 3 fiber optic cables and 1 water main geometrically prevents installation of an embedded foundation. The Engineer proposes to construct a custom integral sidewalk foundation to make the project functionally operational in accordance with the intent of the original contract and determines that the custom foundation as part of 715-4-41 Light Pole Complete is federally eligible. The difference between the negotiated price for the integral sidewalk foundation and bid price for a custom foundation is proposed as a premium amount which the Engineer does not recommend federally eligible. Request federal eligibility equal to quantity 2 715-4-41.
 - b. At Poles 32 and 33, replace 715-4-11 with 715-4-21. The proximity of a 12" water main requires use of a smaller 24" diameter foundation to fit the foundation at the back of sidewalk and maintain ADA clearance in front of the water main. The Engineer recommends the bid amount for a 715-4-11 be determined federally eligible since it is required to make the project functionally operational. The Engineer recommends the difference between 715-4-11 and 715-4-21 be determined federally ineligible since the 12" water main alignment was not changed. (The water utility and Local Agency are the same.) Request federal eligibility equal to quantity 2 715-4-11.
 - c. At Pole 61, replace 1 715-4-11 with 715-4-21. The available space is congested with 2 mast arms and utilities preventing the use of a 30" diameter foundation. The Contractor and CEI determined after 3 pre-dig holes only a 24" foundation could be installed at this location. The Engineer recommends the difference between 715-4-11 and 715-4-21 be determined federally ineligible. Request federal eligibility equal to quantity 1 715-4-11.
 - d. At Pole 28, replace 1 715-4-31 with 715-4-21. The plans showed use of a conflict arm pole and standard 30" foundation.
 - i. It was determined a conflict arm pole is not required.
 - ii. A custom 20" diameter foundation is required to provide 48" ADA clearance.
 - iii. The Engineer recommends the 715-4-21 pole be determined federally eligible since it is required to make the project functionally operational in accordance with the intent of the original contract.

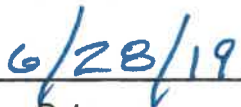
- iv. Request funding equal to quantity 1 715-4-21.
 - e. At Pole 29, replace 715-4-11 with 715-4-41. It was determined a conflict arm pole was required due to overhead utilities. The Engineer recommends the bid amount for a 715-4-11 be determined federally eligible since it is required to make the project functionally operational. The Engineer recommends the difference between 715-4-11 and 715-4-41 be determined federally ineligible due to plan error. Request federal eligibility equal to quantity 1 715-4-11.
 - f. Pole 54, replace 715-4-11 with 715-4-31.
 - i. FPL alerted after the award that 6'2" minimum clearance was required from its 115 kV cable and the design tenon mount could only provide approximately 3' of clearance. A conflict pole is required to obtain more than the 6'2" minimum.
 - ii. The Engineer recommends the bid amount for a 715-4-11 be determined federally eligible since it is required to make the project functionally operational to light this signalized intersection.
 - iii. The Engineer recommends the difference between 715-4-11 and 715-4-31 be determined federally eligible because this alteration in the plans could not have been reasonably contemplated or foreseen in the original plans and specifications since as-builts provided by FPL were only for 13.4 kV cables.
 - iv. Request federal eligibility equal to quantity 1 715-4-31.
 - g. At Pole 55, replace 715-4-31 with 715-4-21.
 - i. Contractor and CEI determined after 2 pre-dig holes only a 24" foundation could be installed at this location.
 - ii. Due to the extraordinary clearance of overhead cables at this location, the Engineer determined an economy by using a tenon mount pole was an appropriate implementation in lieu of a conflict pole.
 - iii. The Engineer recommends the 715-4-21 pole be determined federally eligible since it is required to make the project functionally operational in accordance with the intent of the original contract and to light this signalized intersection.
 - iv. Request federal eligibility equal to quantity 1 715-4-21.
 - h. The right-of-way was staked by the Local Agency and it was determined 2 additional existing walkway lights were just inside the right-of-way yet shown on bid plans to be just outside the right-of-way. The expense of removals will be an overrun of walk light removals, bid item 0715-4-70. The Engineer recommends the removal of 715-4-70 poles be determined federally eligible since it is required to make the project functionally operational in accordance with the intent of the original contract.
4. Time Analysis:
- | | |
|--------------------------------------|----------|
| Amount Requested by Contractor: | 153 days |
| Percentage Entitlement: | 100% |
| Entitlement Amount (CEI's Estimate): | 153 days |
5. Cost Analysis:
- | | |
|--------------------------------------|-------------|
| Amount Requested by Contractor: | \$31,856.02 |
| Percentage Entitlement: | 31.1% |
| Entitlement Amount (CEI's Estimate): | \$9,897.96 |

6. Reasons for Contractor's full or partial payment:

Premium costs will be borne by Local Agency.



Engineer Producing Analysis – Bryan Rerko, PE



Date

PARTICIPATION BREAKDOWN
SR 421 Dunlawton Lighting
FPN 435591-1-58-01

[illegible]

6/25/2019

PARTICIPATION BREAKDOWN
SR 421 Dunlawton Lighting
FPN 435591-1-58-01

Quantities thru Pay Period ending 6/25/2019													
Line #	Bid Item Number	Description	Plan Quantity	Unit Measure	Unit Price	Total Price	Previous Quantity Installed	Current Quantity Installed	Total Quantity Installed	Total Dollars Installed	Percent Installed	Federally Eligible	Not Federally Eligible
23	Change Order 3	Adjustment in Light Pole Complete Pay Items											
24	3a. 715-4-41	Light Pole Complete, Utility Conflict, Special Foundation, 30' Mounting Height	2	EACH	\$8,708.00	\$17,416.00						\$ 17,416.00	
25	3a. 715-4-31	Light Pole Complete, F&I, Utility Conflict Pole, 30' Mounting Height	-2	EACH	\$4,740.58	-\$9,481.16						\$ (9,481.16)	
26	3a. Integral sidewalk	Difference between integral sw foundation and special foundation	2	EACH	\$6,652.23	\$13,304.46	Quantity 2 special integral sidewalk foundations. Local Agency pays premium cost above 715-4-41.						
27	3b. and 3c. 715-4-11	Light Pole Complete, 30' Mounting Height	-3	EACH	\$3,563.02	-\$10,689.06						\$ (10,689.06)	
28	3b. and 3c. 715-4-11	Federally eligible amount equal to bid unit cost of 715-4-11	3	EACH	\$3,563.02	\$10,689.06						\$ 10,689.06	
29	3b. and 3c. 715-4-21	Light Pole Complete, Special, 30' Mounting Height	3	EACH	\$4,732.56	\$3,508.62	Quantity is increased by 3. Local Agency pays premium cost equal to the difference between 715-4-11 and 715-4-21						
30	3d. 715-4-31	Light Pole Complete, F&I, Utility Conflict Pole, 30' Mounting Height	-1	EACH	\$4,740.58	-\$4,740.58						\$ (4,740.58)	
31	3d. 715-4-21	Light Pole Complete, Special, 30' Mounting Height	1	EACH	\$4,732.56	\$4,732.56						\$ 4,732.56	
32	3e. 715-4-11	Light Pole Complete, 30' Mounting Height	-1	EACH	\$3,563.02	-\$3,563.02						\$ (3,563.02)	
33	3e. 715-4-11	Federally eligible amount equal to bid unit cost of 715-4-11	1	EACH	\$3,563.02	\$3,563.02						\$ 3,563.02	
34	3e. 715-4-41	Light Pole Complete, Special, 30' Mounting Height	1	EACH	\$8,708.00	\$5,144.98	Quantity is increased by 1. Local Agency pays premium cost equal to the difference between 715-4-11 and 715-4-41						
35	3f. 715-4-11	Light Pole Complete, 30' Mounting Height	-1	EACH	\$3,563.02	-\$3,563.02						\$ (3,563.02)	
36	3f. 715-4-31	Light Pole Complete, F&I, Utility Conflict Pole, 30' Mounting Height	1	EACH	\$4,740.58	\$4,740.58						\$ 4,740.58	
37	3g. 715-4-31	Light Pole Complete, F&I, Utility Conflict Pole, 30' Mounting Height	-1	EACH	\$4,740.58	-\$4,740.58						\$ (4,740.58)	
38	3g. 715-4-21	Light Pole Complete, Special, 30' Mounting Height	1	EACH	\$4,732.56	\$4,732.56						\$ 4,732.56	
39	3h. 715-4-70	Light Pole Complete, Remove Pole & Foundation	2	EACH	\$400.80	\$801.60						\$ 801.60	
		CHANGES TOTAL				\$31,856.02						\$9,897.96	\$21,958.06

Duhl, Valerie

From: David Wallace <david.wallace@fie-inc.com>
Sent: Friday, June 28, 2019 11:20 AM
To: Rerko, Bryan
Cc: Roberts, Larry; Tomlinson, Margaret; Duhl, Valerie; 'Mikal R. Hale'; Jeremiah Christy; Michael Scharf; 83002 Procore
Subject: [EXT] M) FIE 83002 - FPID 435591-1-58-01 - CPM Schedule - 06-28-19.pdf
Attachments: M) FIE 83002 - FPID 435591-1-58-01 - CPM Schedule - 06-28-19.pdf

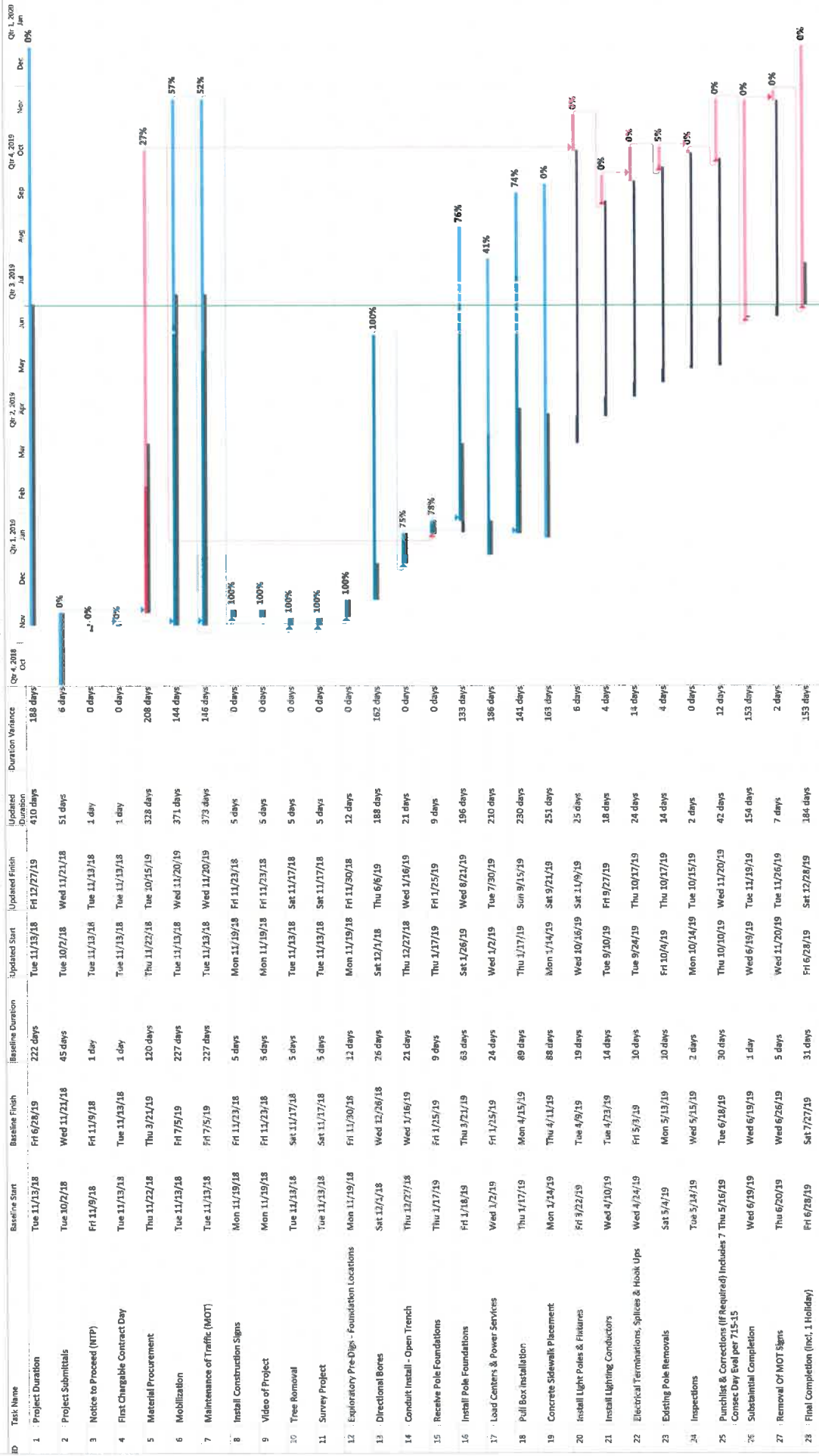
Bryan,

Please see attached updated CPM schedule as requested. FIE requests a time extension of 153 days based on the attached updated CPM schedule. We have determined the delays started on 01-18-19. The poles, foundations and luminaries have been affected. This updated schedule is contingent on the approval of the poles and fixtures by FDOT by 07-16-19. Thanks.

David Wallace | Project Manager | Florida Industrial Electric
Sanford, FL | Office 407.379.1742 | Cell 407.749.3501
David.Wallace@Fie-Inc.com | www.Fie-Inc.com



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CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

BID No. 17-32

S.R. 421 (DUNLAWTON AVE.)
RIDGEWOOD AVE. TO
SPRUCE CREEK RD.
LIGHTING

FPN 435591-1-58-01

FPID D517-050-B

FEBRUARY 2019

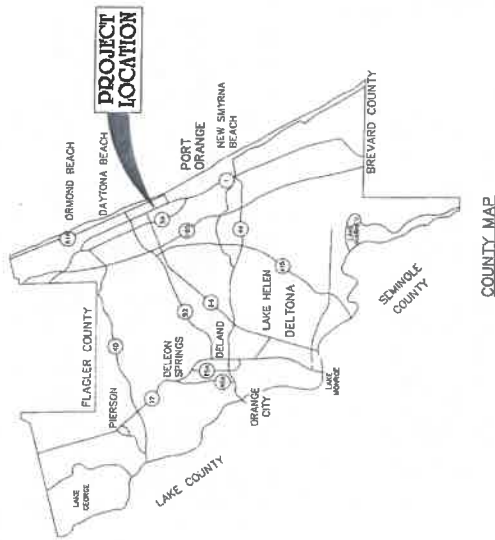
RELEASED FOR CONSTRUCTION

PREPARED BY:



A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O.-BOX 280247, PORT ORANGE, FL 32129-0247



(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

GOVERNING STANDARDS AND SPECIFICATIONS: FY 2017-18 FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JANUARY 2018 AS AMENDED BY CONTRACT DOCUMENTS.

INDEX OF ROADWAY PLANS	
NO.	DESCRIPTION
1	COVER SHEET
2	SUMMARY OF PROJECT
3	ROADWAY LIGHTING - STA. 15+00 - STA. 15+00
4	ROADWAY LIGHTING - STA. 15+00 - STA. 15+00
5	ROADWAY LIGHTING - STA. 21+00 - STA. 21+00
6	ROADWAY LIGHTING - STA. 27+00 - STA. 27+00
7	ROADWAY LIGHTING - STA. 32+00 - STA. 32+00
8	ROADWAY LIGHTING - STA. 37+00 - STA. 37+00
9	ROADWAY LIGHTING - STA. 43+00 - STA. 43+00
10	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
11	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
12	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
13	HORIZONTAL DIRECTIONAL DRILL PROFILES AT SIDE STREETS
14	STANDARD DETAILS
15	NOTES
16	ELECTRICAL SYMBOL LEGEND
17	ELECTRICAL GENERAL NOTES
18	ELECTRICAL GENERAL NOTES
19	OVERALL STREET LIGHTING PLAN
20	ELECTRICAL PLAN - AREA 1
21	ELECTRICAL PLAN - AREA 2
22	ELECTRICAL PLAN - AREA 3
23	ELECTRICAL PLAN - AREA 4
24	ELECTRICAL PLAN - AREA 5
25	ELECTRICAL PLAN - AREA 6
26	ELECTRICAL PLAN - AREA 7
27	ELECTRICAL PLAN - AREA 8
28	ELECTRICAL PLAN - AREA 9
29	INTERSECTION 1 & 2 LIGHTING
30	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
31	ELECTRICAL PANEL SCHEDULE
32	ELECTRICAL DATA SCHEDULE
33	ELECTRICAL ONE-LINE DIAGRAMS
34	ELECTRICAL DETAILS
35	ELECTRICAL DETAILS
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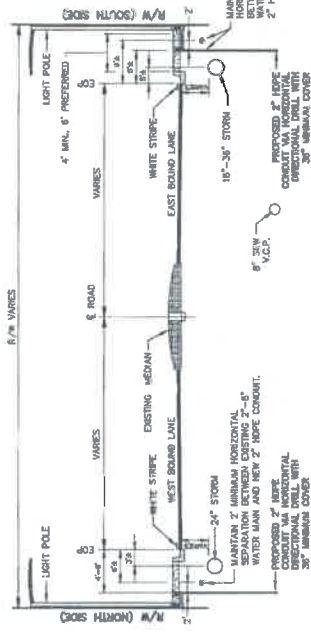
REVISIONS
1. REVISED 12-13-18
2. REVISED 1-24-19
3. REVISED 1-30-19
CPAF CONFORMED POLE & FOUNDATIONS REVISED 5-16-19

ELECTRICAL ENGINEER: MONCEE MADLI, P.E.
P.E. NO. 48022

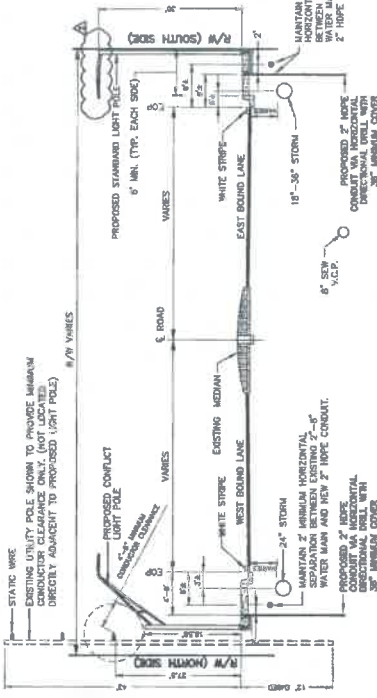


CITY OF PORT ORANGE
MANAGER: JERRY ROBERTS, P.E.

DIRECTED TO THE FACT THAT ANY CHANGES TO THE ORIGINAL DRAWINGS MUST BE MADE IN THE ORIGINAL DRAWINGS WHEN OBTAINING SCALED DATA.



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 8+66 TO STA. 29+00



DUNLAWTON AVE. TYPICAL CROSS SECTION
STA. 30+85 TO STA. 46+65

GENERAL PROJECT REQUIREMENTS

- UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM A SURVEY OF THE AREA AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING UTILITIES.
- THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INADEQUACIES OR OMISSIONS OF EXISTING UTILITIES.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REMEDIATION OF EXISTING UTILITIES AND STRUCTURES. ALL DAMAGE SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
- VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
- ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.
- THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE INTERFERENCE TO THE NORMAL OPERATION OF EXISTING UTILITIES AND THE PERSONS AND PROPERTY, NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.

- THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO LOCATE AND SET THE PROPERTY CORNERS AND LAND MARKS AND TO MAINTAIN AND CONTROL THE SAME DURING CONSTRUCTION.
- THE CONTRACTOR SHALL DO ALL THAT IS POSSIBLE TO AVOID THESE, PARTICULARLY TREES 3\"/>

NOTE.

ALL OVERHEAD UTILITIES SHOWN IN THE PLANS ARE LESS THAN OR EQUAL TO 50%.

UTILITY TYPE	UTILITY COMPANY	CONTACT	PHONE	E-MAIL	PRELIMINARY PLANS UTILITY (DATE)	INFORMATION QUALITY LEVEL AND DATE RECEIVED	TIME PLANS UTILITY (DATE)
WATER	CITY OF PORT ORANGE	KERRY H	(407) 308-5661	kenh@portorange.org	4/26/17	LEVEL A/LEVEL B/LEVEL C/2 (LEVEL D/1)	4/26/17
WASTEWATER	CITY OF PORT ORANGE	KERRY H	(407) 308-5661	kenh@portorange.org	4/26/17	LEVEL A/LEVEL B/LEVEL C/2 (LEVEL D/1)	4/26/17
SEWER	CITY OF PORT ORANGE	KERRY H	(407) 308-5661	kenh@portorange.org	4/26/17	LEVEL A/LEVEL B/LEVEL C/2 (LEVEL D/1)	4/26/17
ELECTRIC	FL	PIE WASHO	(904) 804-2043	pie@flpower.com	4/26/17	LEVEL A/LEVEL B/LEVEL C/2 (LEVEL D/1)	4/26/17
TELEPHONE	FL	PIE WASHO	(904) 804-2043	pie@flpower.com	4/26/17	LEVEL A/LEVEL B/LEVEL C/2 (LEVEL D/1)	4/26/17
TV CABLE	TECO GAS	PIE WASHO	(904) 804-2043	pie@flpower.com	4/26/17	LEVEL A/LEVEL B/LEVEL C/2 (LEVEL D/1)	4/26/17
DATA	TECO GAS	PIE WASHO	(904) 804-2043	pie@flpower.com	4/26/17	LEVEL A/LEVEL B/LEVEL C/2 (LEVEL D/1)	4/26/17
SOCIALIZATION	TECO GAS	PIE WASHO	(904) 804-2043	pie@flpower.com	4/26/17	LEVEL A/LEVEL B/LEVEL C/2 (LEVEL D/1)	4/26/17

QLH
A. QUINN L. HARRIS
FLORIDA CERTIFICATE OF PROFESSIONAL ENGINEERING NO. 38720
P.O. BOX 28067, PORT ORANGE, FL 32128-0677

DATE: 4/26/17

REVISIONS:

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0288.1

SUMMARY OF PAY
ITEMS AND NOTES
WITH TYPICAL SECTION

DRAWN BY: ADE

DATE: 4/26/17

OF 38

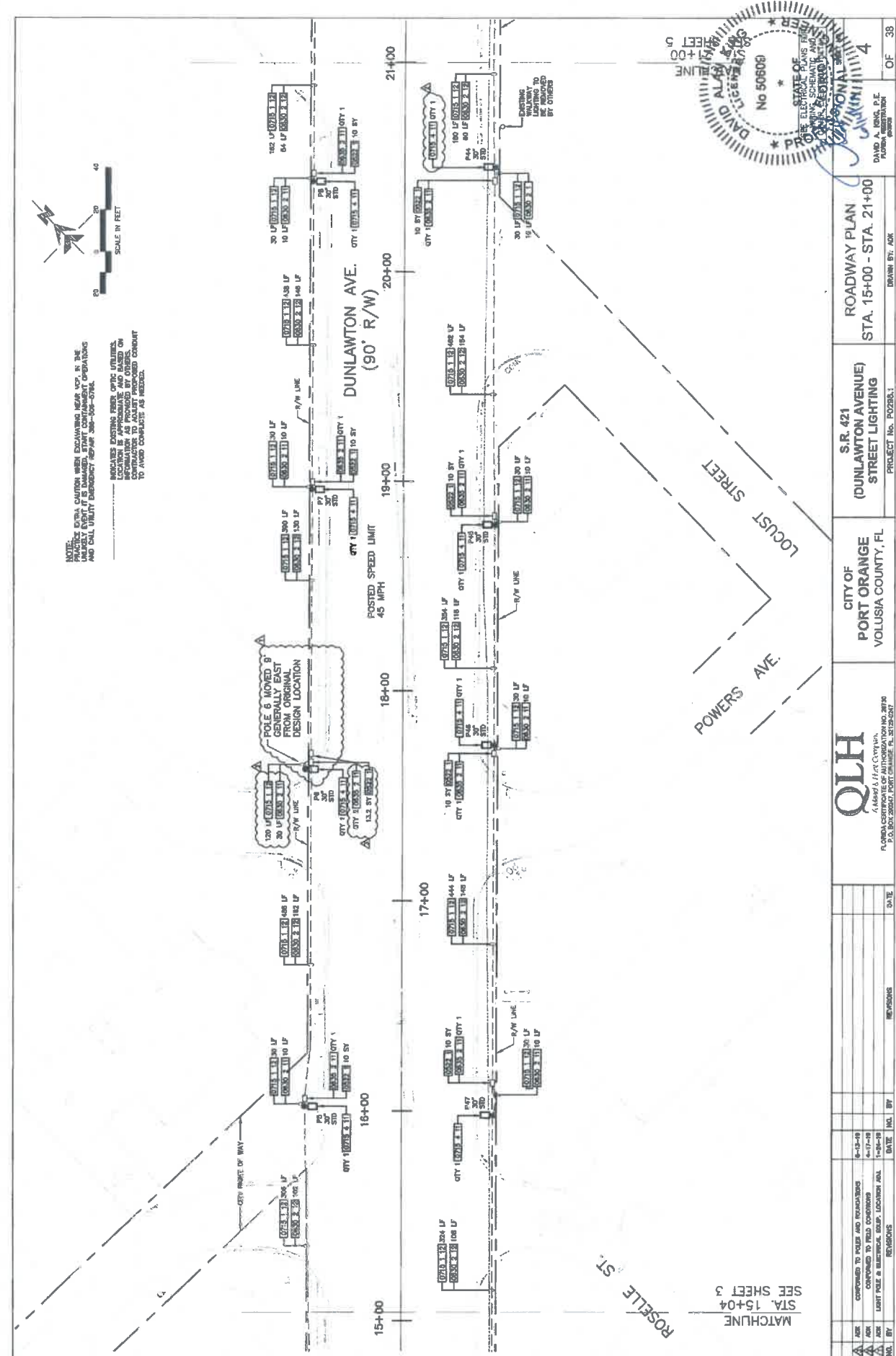
PAY ITEM	DESCRIPTION	UNIT	CITY	PLAN
0101.1	MATERIALS	LS	3	1
0101.2	INSTALLATION	LS	3	1
0101.3	MAINTENANCE OF TRAFFIC	LS	3	1
0101.4	CHANGING AND GRADING	LS	3	1
0101.5	REPAIRS	LS	3	1
0101.6	PERFORMANCE TEST	LS	3	1
0101.7	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.8	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.9	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.10	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.11	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.12	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.13	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.14	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.15	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.16	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.17	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.18	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.19	CONTRACT FEE OPEN TRENCH	LS	3	1
0101.20	CONTRACT FEE OPEN TRENCH	LS	3	1

STATE OF
FLORIDA
REGISTERED PROFESSIONAL ENGINEER
No. 50608
A. QUINN L. HARRIS



NOTE:
 PROVIDE EXTRA CAUTION WHEN EXCAVATING NEAR VOT. IN THE
 IMMEDIATE EVENT IT IS DAMAGED, START CONTAMINANT OPERATIONS
 AND CALL EMERGENCY SERVICE 305-506-0768.

INDICATES EXISTING UNDER OPTIC UTILITIES.
 LOCATION IS APPROXIMATE AND BASED ON
 INFORMATION PROVIDED BY THE UTILITY COMPANY. THE
 CONTRIBUTION TO ADJUST PROPOSED CONDUIT
 TO AVOID COLLISIONS AS NEEDED.



DAVID ALLEN
 LICENSED PROFESSIONAL ENGINEER
 No. 50608
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 ROADWAY PLAN
 STA. 15+00 - STA. 21+00
 S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT NO. P0283.1
 DRAWN BY: AKR
 OF 38

QLH
 QUALITY LIGHTING
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28730
 P.O. BOX 20047, PORT ORANGE, FL 32129-0047

DATE	BY	REVISIONS
6-13-08		DESIGN
4-17-08		CONFORMED TO FIELD CONDITIONS
1-24-08		LAST POLE & ELECTRICAL SUPP. LOCATIONS ADJ.



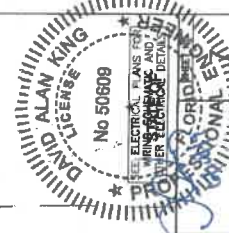
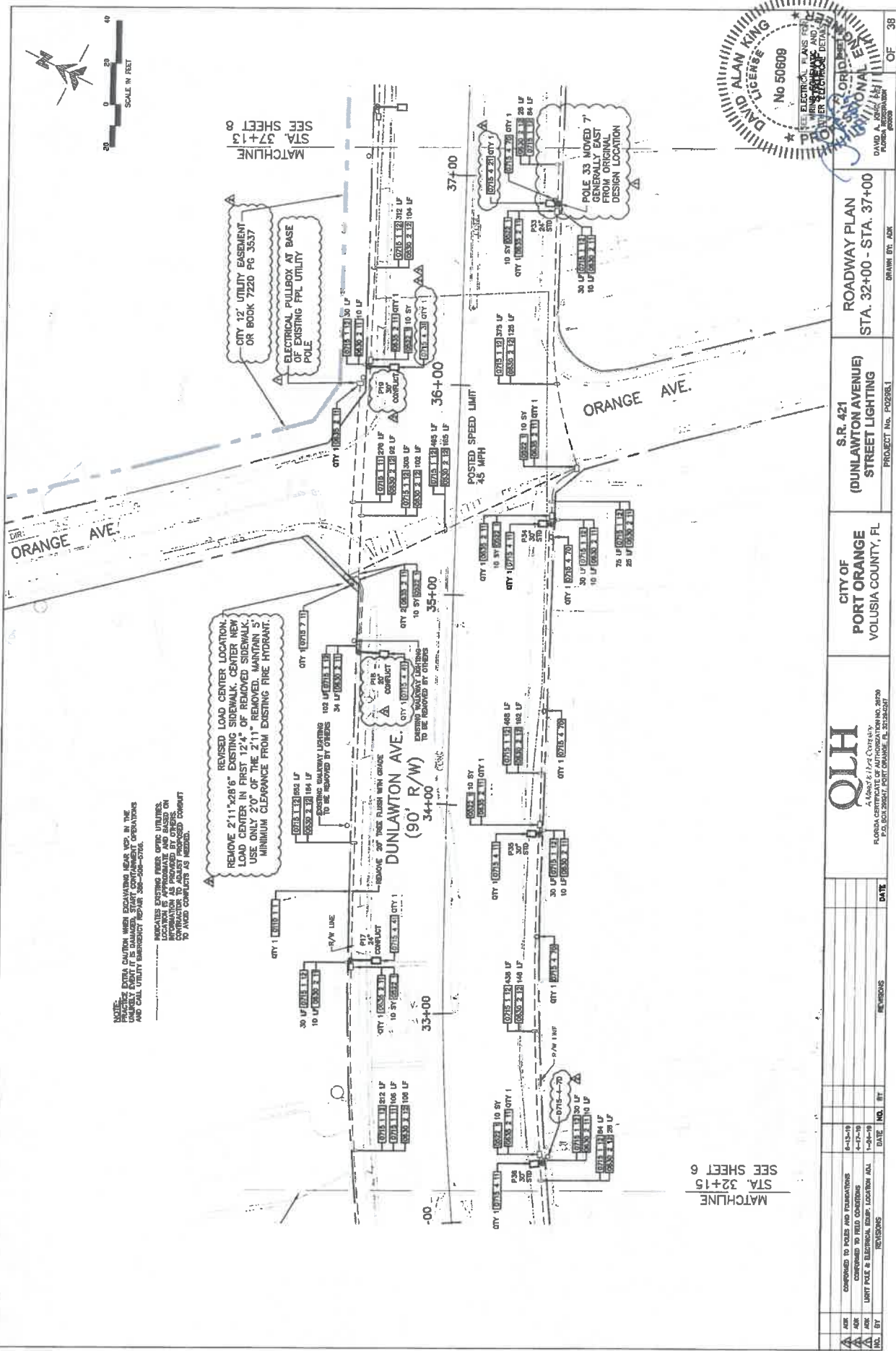
NOTE:
PRACTICE EXTRA CAUTION WHEN EXCAVATING NEAR WDS. IN THE
URBAN ENVIRONMENT. START CONTAMINANT OPERATIONS
AND CALL UTILITY LOCATIONS FIRST. 305-255-0000.

INDICATES EXISTING PIPES, UTILITY LINES,
AND STRUCTURES. INFORMATION IS PROVIDED BY OTHERS.
CONTRACTOR TO VERIFY LOCATION AND DEPTH OF ALL
UTILITIES PRIOR TO ANY CONSTRUCTION. TO AVOID CONFLICTS AS NOTED.

REVISED LOAD CENTER LOCATION.
REMOVE 2'11"X28'6" EXISTING SIDEWALK. CENTER NEW
LOAD CENTER IN FIRST 12'4" OF REMOVED SIDEWALK.
USE ONLY 2'0" OF THE 2'11" REMOVED. MAINTAIN 5'
MINIMUM CLEARANCE FROM EXISTING FIRE HYDRANT.

MATCHLINE
STA. 37+13
SEE SHEET 8

MATCHLINE
STA. 32+15
SEE SHEET 6

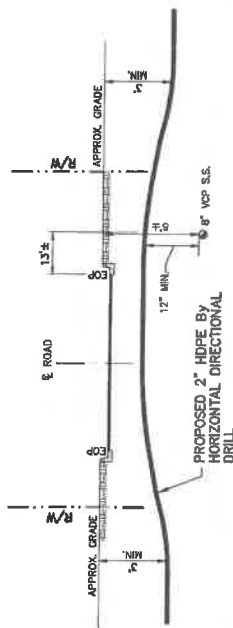


QLH
A Member of the Q Group
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 20700
P.O. BOX 26047, PORT ORANGE, FL 32128-047

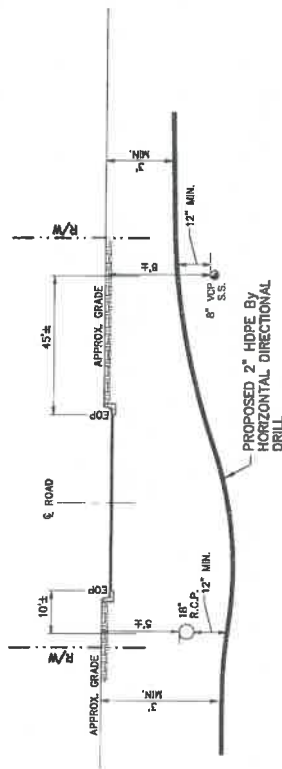
NO.	DATE	REVISIONS	BY
1	01/15/15	ISSUED FOR PERMITS	DAK
2	01/15/15	REVISED TO FIELD CONDITIONS	DAK
3	01/15/15	REVISED TO FIELD CONDITIONS	DAK
4	01/15/15	REVISED TO FIELD CONDITIONS	DAK
5	01/15/15	REVISED TO FIELD CONDITIONS	DAK
6	01/15/15	REVISED TO FIELD CONDITIONS	DAK
7	01/15/15	REVISED TO FIELD CONDITIONS	DAK
8	01/15/15	REVISED TO FIELD CONDITIONS	DAK
9	01/15/15	REVISED TO FIELD CONDITIONS	DAK
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CITY OF PORT ORANGE
VOLUSIA COUNTY, FL
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. P0298.1
DRAWN BY: ADK

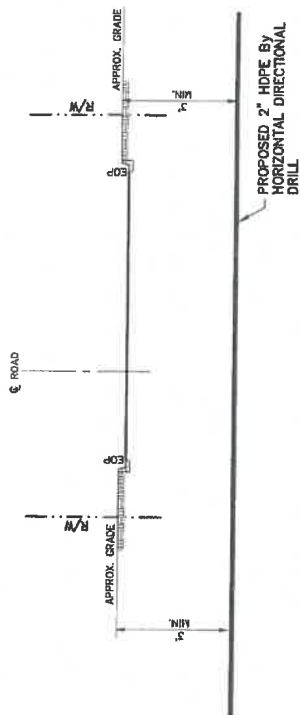
ROADWAY PLAN
STA. 32+00 - STA. 37+00



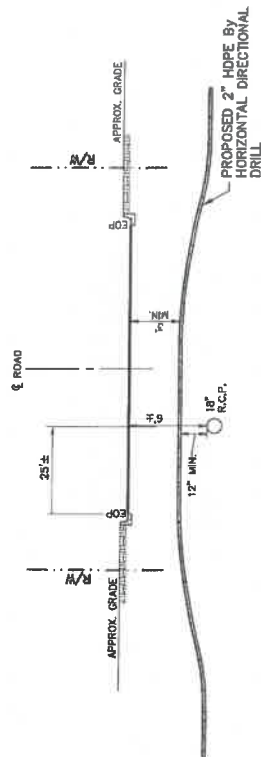
POWERS AVE. @ DUNLAWTON AVE.
 PROFILE - LOOKING SOUTH
 NTS



POWERS AVE. @ DUNLAWTON AVE., CROSS
 SECTION - LOOKING NORTH
 NTS



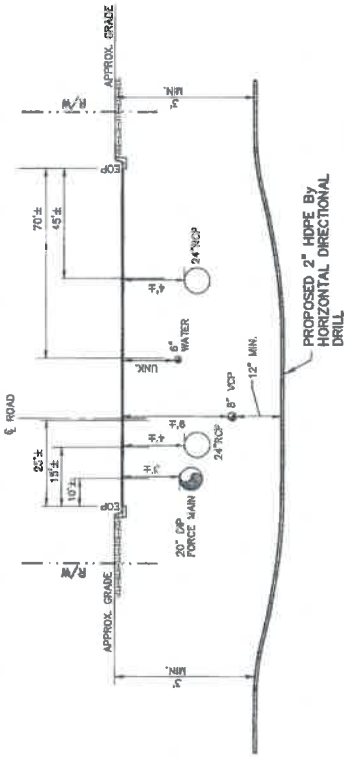
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 PROFILE - LOOKING SOUTH
 NTS



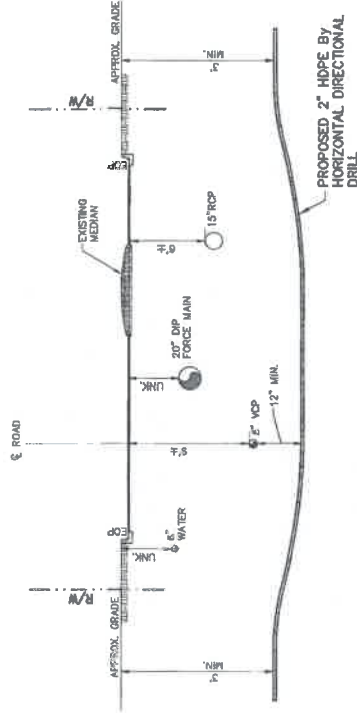
CARAMEL AVE. (THE CLUB AT SUGAR MILL)
 @ DUNLAWTON AVE.
 PROFILE - LOOKING NORTH
 NTS



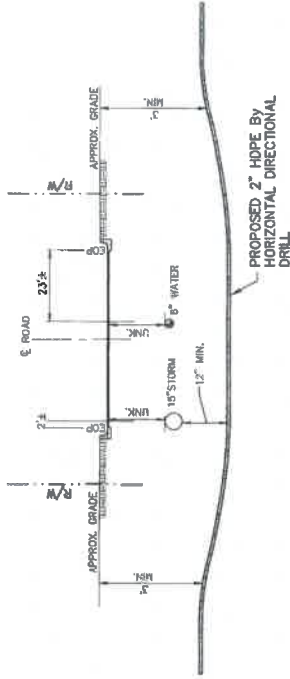
QLH A Hays & Lee Company PLANS ENGINEER FOR MUNICIPALITY NO. 20720 C.O. 201-28041 (P.O. 200205) (L.S. 200205)	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING PROJECT No. P0286.1	HDD PROFILES AT SIDESTREETS	PROJECT No. P0286.1	DATE	REVISIONS	DATE	NO. BY
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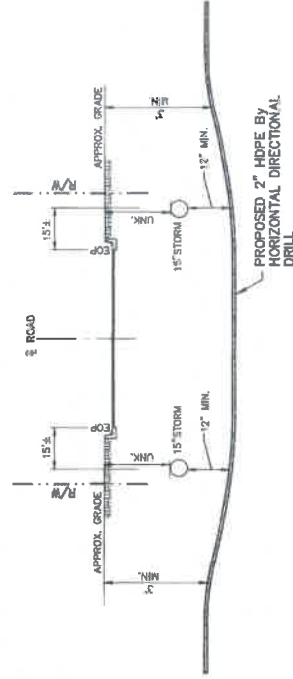
RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
NTS



RUTH ST. @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING SOUTH
NTS



ORANGE @ DUNLAWTON AVE.
PROFILE - LOOKING NORTH
NTS



QLH

A Board 11/1/14 Certificate
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 38700
P.O. BOX 28047 PORT ORANGE, FL 32127-0407

HDD PROFILES AT
SIDESTREETS

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

PROJECT NO. P028.1

DATE

REVISIONS

DATE

NO.

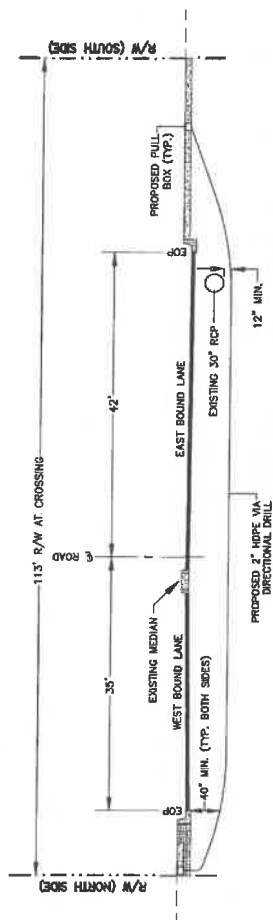
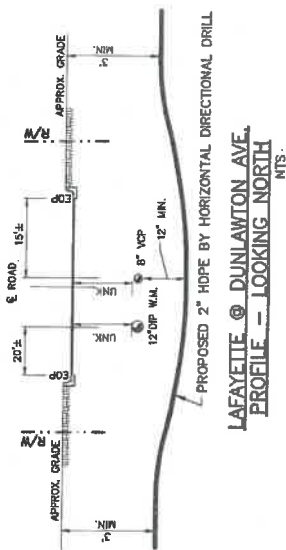
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REVISIONS

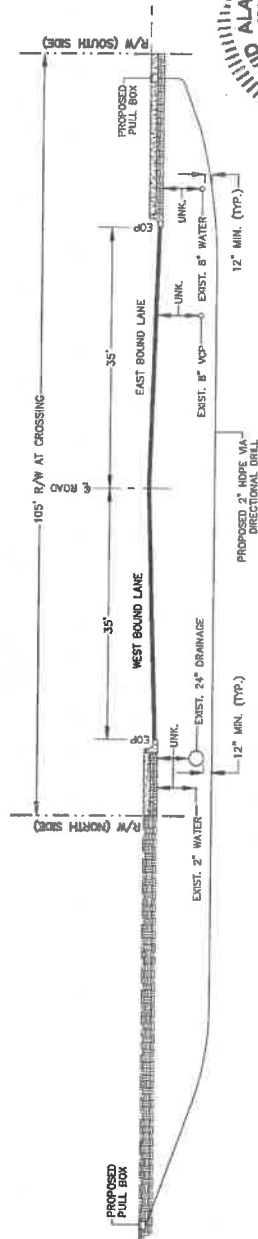
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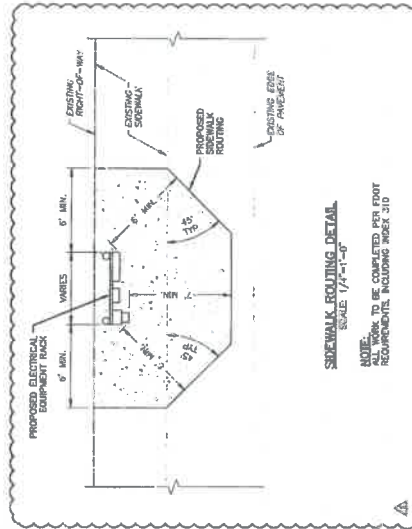
SECTION AT CROSSING STA. 23+18
LOOKING EAST
NTS



SECTION AT CROSSING STA. 35+47
LOOKING EAST
NTS

[illegible]

DIRECTIONAL DRILL BIT DIAMETER SIZE REQUIREMENTS		
MAXIMUM PILOT OR BACK-REAMER BIT DIAMETER WHEN NOTATED 300 DEGREES	OUTSIDE PIPE DIAMETER INCHES	MAXIMUM BIT DIAMETER INCHES
CB	6 TO 24	DIAMETER+4
>24		1.5x DIAMETER
		DIAMETER+12
PIPE MANUFACTURER'S RECOMMENDATION FOR PIPE WITH RESTRAINED JOINTS		
CHART FROM RECOMMENDATION 300-33 PG. 786 OF FACT. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2015 EDITION.		



STANDARD DETAILS DRAWN BY: ASK		S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING PROJECT No. P0283.1		CITY OF PORT ORANGE VOLUSIA COUNTY, FL		QLH A Local/State Company FLORIDA CERTIFICATE OF AUTHORIZATION NO. 28730 P.O. BOX 286547, PORT ORANGE, FL 32132-5547		REVISIONS DATE: 11/14/18 BY:		DATE: 11/14/18 BY:	
SHEET NO. 38		PROJECT NO. 50609		PROJECT NO. 50609		PROJECT NO. 50609		PROJECT NO. 50609		PROJECT NO. 50609	

ELECTRICAL SYMBOL LEGEND

BASIC MATERIALS

SYMBOL	DESCRIPTION
	SINGLE POLE SWITCH (SUBSCRIPT INDICATES ITEM CONTROLLED)
	WP DENOTES UL LISTED AS WEATHERPROOF IN USE AND UL LISTED WEATHER RESISTANT. MOUNTED AT 48" AFF.
	PHOTOCELL, MOUNTED ON ROOF FACING NORTH. BASES OF DESIGN TYPICAL 2100 SERIES.
	SURGE PROTECTION DEVICE
	TRANSFORMER
	FUSED DISCONNECT SWITCH, SIZE AS NOTED
	ELECTRIC UTILITY COMPANY METER
	BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
	GROUND ROD 3/4" x 20'
	CONDUIT STUB
	CONDUIT CONTINUED
	UNDERGROUND CONDUIT

LIGHTING

	LED FIXTURE MOUNTED ON POLE.
	LED FIXTURE MOUNTED ON PPL CONFLICT POLE WITH 10' ARM.

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Cocoa, Florida 32922
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www.tlc-engineers.com
TLC Engineering for Architecture, Inc.
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PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-18-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 528
P.O. DRAWER 280247, PORT ORANGE, FL. 32128-0247

QLH
Quinn L. Hargrave, Architect
Professional Seal
Architectural License No. 12000

VICINITY MAP
(SECTION 3&4, TOWNSHIP 16 SOUTH, RANGE 33 EAST)

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. P0298.1
DRAWN BY: DRS

ELECTRICAL SYMBOL LEGEND

M. MONCEY
Florida License
Professional Seal
Electrical License No. 48877
December 13, 2019
SHEET NO.
E-001
OF 38

ELECTRICAL DRAWING INDEX

SHEET	DESCRIPTION
E-001	ELECTRICAL SYMBOL LEGEND
E-002	ELECTRICAL GENERAL NOTES
E-003	ELECTRICAL GENERAL NOTES
E-004	OVERALL STREET LIGHTING PLAN
E-101	ELECTRICAL PLAN - AREA 1
E-102	ELECTRICAL PLAN - AREA 2
E-103	ELECTRICAL PLAN - AREA 3
E-104	ELECTRICAL PLAN - AREA 4
E-105	ELECTRICAL PLAN - AREA 5
E-106	ELECTRICAL PLAN - AREA 6
E-107	ELECTRICAL PLAN - AREA 7
E-108	ENLARGED ELECTRICAL PANEL PLANS
E-201	INTERSECTION 1 & 2 LIGHTING
E-301	ELECTRICAL PANEL AND LIGHTING FIXTURE SCHEDULES
E-302	ELECTRICAL PANEL SCHEDULE
E-303	POLE DATA SCHEDULE
E-304	POLE DATA SCHEDULE
E-305	ELECTRICAL ONE-LINE DIAGRAMS
E-306	ELECTRICAL DETAILS
E-307	ELECTRICAL DETAILS
E-308	ELECTRICAL DETAILS
E-309	ELECTRICAL DETAILS
E-310	ELECTRICAL DETAILS
SKE-1	ECCENTRIC FOUNDATION DETAIL

GENERAL NOTES:

1. ALL WORK AND EQUIPMENT UNDER DIVISION 26 AND 27 SHALL BE IN STRICT COMPLIANCE WITH THE CODES, STANDARDS AND PRACTICES LISTED HEREIN, AND THEIR RESPECTIVE DATES ARE FURNISHED AS THE MINIMUM LATEST REQUIREMENTS.
 1. STATE OF FLORIDA.
 2. LIFE SAFETY CODE - NFPA 101.
 3. UNDERWRITERS LABORATORIES, INC. PUBLICATIONS
 4. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
 5. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
 6. NATIONAL ELECTRICAL CODE - NFPA 70.
 7. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE).
 8. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA).
 9. REQUIREMENTS OF LOCAL POWER COMPANY.
 10. 2014 FLORIDA BUILDING CODE.
 11. THE AMERICANS WITH DISABILITIES ACT (ADA)
 12. FLORIDA ACCESSIBILITY CODE.
 13. CITY LOCAL CODES.
2. ALL MOUNTING HEIGHTS TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED. VERIFY ALL OUTLET LOCATIONS ON THE JOB PRIOR TO ROUGH-IN.
3. WHEN INCREASED CONDUCTOR SIZES ARE SHOWN ON THE PLANS, THE LARGER CONDUCTOR SIZE SHALL BE USED THROUGHOUT THE LENGTH OF THE CIRCUIT, INCLUDING NEUTRAL AND GROUND.
4. EACH BRANCH CIRCUIT RACEWAY SHALL HAVE A FULL SIZE EQUIPMENT GROUND CONDUCTOR, WHERE ISOLATED GROUND CIRCUITS ARE SHOWN ON THE PLANS. PROVIDE AN ISOLATED GROUND CONDUCTOR THROUGHOUT THE LENGTH OF THE CIRCUIT IN ADDITION TO THE PHASE, NEUTRAL AND EQUIPMENT GROUND CONDUCTORS.
5. PROVIDE 18" LONG (MIN.) CONDUIT SLEEVES THRU ALL WALLS WHERE CABLES ARE INDICATED OR REQUIRED TO PASS THRU WALLS. PROVIDE BUSHINGS ON BOTH ENDS. SIZE CONDUIT FOR CABLES INSTALLED AT CABLE TRAYS. PROVIDE ONE 4" CONDUIT SLEEVE FOR EACH 4" WIDTH OF CABLE TRAY. MAXIMUMS SHALL BE:
 - 2°C = 10 CABLES
 - 2.1/2°C = 20 CABLES
 - 3°C = 30 CABLES
 - 4°C = 50 CABLES
6. ALL BRANCH CIRCUIT HOMERUNS SHALL BE ROUTED IN 3/4" MINIMUM.
7. RECEPTACLES SHALL BE LOCATED 18 INCHES ABOVE FINISHED FLOOR TO CENTER LINE OF DEVICE, UNLESS OTHERWISE NOTED. ABOVE-COUNTER RECEPTACLES SHALL BE MOUNTED 6" ABOVE BACK SPLASH TO CENTERLINE OF DEVICE UNLESS NOTED OTHERWISE.
8. EQUIPMENT SHALL BE OF MATERIALS SUITABLE FOR AND RATED FOR THE ENVIRONMENT IN WHICH THEY ARE TO BE INSTALLED, WITH APPROPRIATE NEMA ENCLOSURE RATING.
 - A. WORKING CLEARANCES AND DEDICATED SPACE FOR ELECTRICAL EQUIPMENT SHALL BE IN COMPLIANCE WITH NEC 110.
 - B. ALL DEVICES SHALL BE MOUNTED VERTICAL, UNLESS OTHERWISE NOTED.
 - C. ALL RECEPTACLES SHALL BE MOUNTED SUCH THAT THE GROUND PIN IS MOUNTED UP.
9. ALL BRANCH CIRCUIT CONDUITS SHALL CONTAIN A MINIMUM OF (2) #12AWG INSULATED COPPER CONDUCTORS, PLUS A MINIMUM OF (1) #12AWG GROUND WIRE UNLESS OTHERWISE NOTED. ALL BRANCH CIRCUITS AND FEEDERS SHALL HAVE INDIVIDUAL NEUTRAL CONDUCTORS.
10. LOCATIONS OF EQUIPMENT SPECIFIED BY OTHER TRADES OR PROVIDED BY OWNER ARE APPROXIMATE. COORDINATE EXACT LOCATIONS IN FIELD PRIOR TO ROUGHING IN AND ROUTING CONDUIT.
11. CONTRACTOR SHALL UPSIZE FEEDER AND BRANCH CIRCUIT WIRE SIZE AS REQUIRED TO COMPENSATE VOLTAGE DROP FROM LENGTHENING OF CIRCUITS DUE TO FIELD ROUTING. FINAL INSTALLATION SHALL MEET FLORIDA BUILDING CODE REQUIREMENT OF: MAXIMUM BRANCH CIRCUIT VOLTAGE DROP OF 3%.
12. CONTRACTOR SHALL PROVIDE WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE RECORDED DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING: SINGLE LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION.
13. TO THE BEST OF THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE 2014 FLORIDA BUILDING CODE AND THE FLORIDA FIRE PREVENTION CODE (2019) AND ALL LOCAL CODES AND ORDINANCES.
14. WIND LOADS: PER FLORIDA BUILD CODE 2014 EDITION, SECTION 1609, ULTIMATE DESIGN WIND SPEED, VULT = 140 MPH (3 SEC. GUST RISK CATEGORY II) EXPOSURE = D.
15. ELECTRICAL CONTRACTOR SHALL PROVIDE COORDINATION SHOP DRAWINGS DEMONSTRATING COMPLIANCE WITH DEDICATED SPACE AND WORKING CLEARANCE PER NEC.
16. COORDINATION DRAWINGS

THIS PROJECT REQUIRES SUBMISSION OF COORDINATION DRAWINGS. THE DIVISION 23 CONTRACTOR IS RESPONSIBLE FOR THE INITIATION AND PREPARATION OF THE COORDINATION DRAWINGS. THIS CONTRACTOR SHALL PARTICIPATE IN THE COORDINATION DRAWING PREPARATION PROCESS AND PROVIDE ALL NECESSARY INFORMATION REQUIRED TO COORDINATE ALL TRADE INFORMATION.
17. EQUIPMENT SHUTDOWN RELAY SHALL BE LOCATED WITHIN 3 FEET OF THE EQUIPMENT CONTROLS AND THE WIRING TO THE RELAY SHALL BE MONITORED.
18. REFER TO VOLTAGE DROP CHART BELOW FOR CONDUCTOR SIZES FOR BRANCH CIRCUITS.

120 VOLT CIRCUIT LENGTH	MIN. CONDUCTOR SIZE FOR VOLTAGE DROP
0' - 70'	#12 AWG
71' - 115'	#10 AWG
116' - 160'	#8 AWG
19. 181" AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.

240 VOLT CIRCUIT LENGTH	MIN. CONDUCTOR SIZE FOR VOLTAGE DROP
0' - 140'	#12 AWG
141' - 220'	#10 AWG
221' - 350'	#8 AWG
20. 351" AND ABOVE TO BE SUBMITTED BY EC AND APPROVED BY ENGINEER.
21. CONTRACTOR SHALL PROVIDE TEMPORARY ELECTRICAL SERVICE FOR USE BY ALL TRADES DURING CONSTRUCTION. REMOVE TEMPORARY POWER AT THE COMPLETION OF THE PROJECT. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS TO OBTAIN TEMPORARY ELECTRICAL SERVICE.
22. CONTRACTOR SHALL PROVIDE MAIN BREAKER SETTINGS AND ALL ADJUSTABLE BREAKER SETTINGS. PROVIDE AND SUBMIT COORDINATION STUDY SHOWING COORDINATION BETWEEN MAIN BREAKER(S) AND THE REST OF POWER DISTRIBUTION. PROVIDE ADJUSTABLE BREAKER OR AMPACITY LARGER THAN 100A.
23. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL CONDUITS, BACK BOXES, RACEWAYS, SLEEVES, SITE CONDUIT DUCT BANKS AND MANHOLES FOR THE TELECOMMUNICATIONS SYSTEM. THE STRUCTURED CABLE CONTRACTOR (SCC) SHALL PROVIDE AND INSTALL THE WIRE AND CABLE FOR THE SYSTEMS THEY ARE INSTALLING. THE SCC SUPERVISE THE CONDUIT INSTALLATION AND VERIFY EXACT BACK BOX LOCATIONS AND CONDUIT STUB-UP LOCATIONS IN THE EQUIPMENT ROOMS.
24. COORDINATION DRAWINGS

THIS PROJECT REQUIRES SUBMISSION OF COORDINATION DRAWINGS. THE DIVISION 23 CONTRACTOR IS RESPONSIBLE FOR THE INITIATION AND PREPARATION OF THE COORDINATION DRAWINGS. THIS CONTRACTOR SHALL PARTICIPATE IN THE COORDINATION DRAWING PREPARATION PROCESS AND PROVIDE ALL NECESSARY INFORMATION REQUIRED TO COORDINATE ALL TRADE INFORMATION.

NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.

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Cocoa, Florida 32922
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www.tlc-engineers.com
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PROJECT NO. 517004

		SHEET NO. E-002 OF 38	
ELECTRICAL GENERAL NOTES		PROJECT No. P0298.1 DRAWN BY: DRS DATE: Decemb	
CITY OF PORT ORANGE VOLUSIA COUNTY, FL		S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626 P.O. DRAWER 230247, PORT ORANGE, FL 32128-0247		REVISIONS	
NO.	BY	DATE	REVISIONS
4		08-13-2019	CONFORMED TO POLES AND FOUNDATIONS
3		04-17-2019	CONFORMED TO FIELD CHANGES
2		01-30-2019	LIGHT POLE COORDINATION
1		12-13-2018	TLC VOLTAGE REVISION

GENERAL NOTES:

24. PROVIDE PERMANENT LABEL ON ALL PANELS STATING "DO NOT WORK ON EQUIPMENT WHILE ENERGIZED, LOCK-OUT TAG-OUT REQUIRED".

25. POLES ARE DESIGNED TO SUPPORT THE FOLLOWING:
A. LUMINAIRE EFFECTIVE PROJECTED AREA (EPA): 1.55 SF
B. WEIGHT: 75 LB.

26. SHOP DRAWINGS: THIS INDEX IS CONSIDERED FULLY DETAILED, ONLY SUBMIT SHOP DRAWINGS FOR MINOR MODIFICATIONS NOT INCLUDED IN THE PLANS.

27. CONSTRUCTION:
A. FOUNDATION: SPECIFICATION SECTION 455, EXCEPT PAYMENT FOR THE FOUNDATION IS INCLUDED IN THE COST OF THE POLE.
B. FRANGIBLE BASE, BASE SHOE, AND CLAMP:
a. CERTIFY THAT THE CLAMP, FRANGIBLE TRANSFORMER BASE, AND BASE SHOE DESIGN ARE CAPABLE OF PROVIDING THE REQUIRED CAPACITY.
b. CERTIFY THE BASE CONFORMS TO THE CURRENT FHWA REQUIRED AASHTO FRANGIBILITY REQUIREMENTS, TESTED UNDER NCHRP REPORT 350 GUIDELINES (E.G. AKRON FOUNDRY TB1-17).
c. DO NOT ERECT POLE WITHOUT LUMINAIRE ATTACHED.

28. COATINGS/FINISH:
A. POLE AND ARM FINISH: 50 GRIT SATIN RUBBED.
B. GALVANIZE STEEL BOLTS, SCREWS, NUTS AND WASHERS: ASTM F2229
C. HOT DIP GALVANIZE EJB AND OTHER STEEL ITEMS INCLUDING POLES: ASTM A123

29. PAYMENT NOTE: INCLUDE THE COST OF THE EJB IN THE COST OF THE MEDIAN BARRIER OR TRAFFIC RAILING IT IS EMBEDDED IN.

LIGHTING DESIGN VALUES			
LIGHTING LEVEL	MAXIMUM RATIO	AVG MIN RATIO	VEILING LUMINANCE RATIO
1.5 FC	10:1 OR LESS	4:1 OR LESS	3:1 OR LESS

30. MATERIALS:
A. POLE: POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
C. CAPS AND COVERS: ASTM B-26, ALLOY 316-F
D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
E. ALUMINUM WELD MATERIAL: ER 4043
F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B106, ALLOY 306-T6
G. BOLTS, NUTS AND WASHERS:
a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
c. WASHER: ASTM F438 TYPE 1
H. ANCHOR BOLTS, NUTS, AND WASHERS:
a. ANCHOR BOLTS: ASTM F1554 GRADE 55
b. NUTS: ASTM A563 GRADE A HEAVY-HEX
c. PLATE WASHER: ASTM A36
I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
J. NUT COVERS: ASTM B26 (316-F)
K. CONCRETE: CLASS 1
L. REINFORCING STEEL: SPECIFICATION SECTION 4153, MATERIALS:
A. POLE: POLE CONNECTION EXTRUSIONS AND ARM EXTRUSIONS: ASTM B221, ALLOY 6063-T6
B. BARS, PLATES, STIFFENERS AND BACKER RING: ASTM B221, ALLOY 6063-T6
C. CAPS AND COVERS: ASTM B-26, ALLOY 316-F
D. STEEL BEARING PLATE: ASTM A709 OR ASTM A36 GRADE 36
E. ALUMINUM WELD MATERIAL: ER 4043
F. TRANSFORMER AND FRANGIBLE BASE MATERIALS: ASTM B26 OR ASTM B106, ALLOY 306-T6
G. BOLTS, NUTS AND WASHERS:
a. SHOE BASE BOLTS: ASTM F3125, GRADE A325, TYPE 1
b. NUTS: ASTM A563 GRADE DH HEAVY-HEX
c. WASHER: ASTM F438 TYPE 1
H. ANCHOR BOLTS, NUTS, AND WASHERS:
a. ANCHOR BOLTS: ASTM F1554 GRADE 55
b. NUTS: ASTM A563 GRADE A HEAVY-HEX
c. PLATE WASHER: ASTM A36
I. STAINLESS STEEL FASTENERS: ASTM F593 ALLOY GROUP 2, CONDITION A, CW1 OR SH1
J. NUT COVERS: ASTM B26 (316-F)
K. CONCRETE: CLASS 1, 3000 PSI
L. REINFORCING STEEL: SPECIFICATION SECTION 415

31. FABRICATION:
A. WELD ARM AND POLE (ALLOY 6063) IN THE T4 TEMPER USING 4043 FILLER. AGE THE ARM AND POLE ARTIFICIALLY TO THE T6 TEMPER AFTER WELDING.
B. UPRIGHT SPILKS: NOT ALLOWED. TRANSVERSE WELDS ARE ONLY ALLOWED AT THE BASE.
C. ROADWAY LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A ROUND TOP O.D. OF 6" AND A BASE O.D. OF 10". PORTIONS OF THE POLE NEAR THE BASE SHOE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 10" AND 6" RESPECTIVELY TO SIMPLIFY FABRICATION.
D. MEDIAN BARRIER MOUNTED LIGHT POLE TAPER: TAPER AS REQUIRED TO PROVIDE A 6" O.D. ROUND TOP WITH AN 11" X 7" O.D. OBLONG BASE. PORTIONS OF THE POLE NEAR THE BASE AND AT THE ARM CONNECTIONS MAY BE HELD CONSTANT AT 11" X 7" OBLONG AND 6" ROUND RESPECTIVELY TO SIMPLIFY FABRICATION.
E. PROVIDE "J", "S" OR "C" HOOK AT TOP OF POLE FOR ELECTRICAL WIRES.
F. EQUIP POLES LOCATED ON BRIDGES, WALLS AND CONCRETE MEDIAN BARRIERS/TRAFFIC RAILINGS WITH A VIBRATION DAMPER.
G. PERFORM ALL WELDING IN ACCORDANCE WITH AWS D1.2.
H. EMBEDDED JUNCTION BOXES (EJB):
a. WELD ALL SEAMS CONTINUOUSLY AND GRIND SMOOTH.
b. HOT DIP GALVANIZE AFTER FABRICATION
c. PROVIDE A WATERTIGHT COVER WITH NEOPRENE GASKET AND SECURE COVER WITH GALVANIZED SCREWS.
I. FOR MEDIAN BARRIER MOUNTED ALUMINUM LIGHT POLES, THE FABRICATOR MUST DEMONSTRATE THE ABILITY TO PRODUCE A CRACK FREE POLE. THE FABRICATOR'S DEPARTMENT-APPROVED QC PLAN MUST CONTAIN THE FOLLOWING INFORMATION PRIOR TO FABRICATION:
a. TESTS DEMONSTRATING A POLE WITH A 1/4" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 38 KIP-FT IN THE STRONG AXIS AND 30 KIP-FT IN THE WEAK AXIS.
b. TESTS DEMONSTRATING A POLE WITH A 5/16" WALL THICKNESS ACHIEVES AN ULTIMATE MOMENT CAPACITY OF 44 KIP-FT IN THE STRONG AXIS AND 37 KIP-FT IN THE WEAK AXIS.
c. TEST RESULTS SHOWING THE POLE DOES NOT BUCKLE AT THE SHAPE TRANSITION AREA UNDER THE ULTIMATE MOMENT CAPACITY LOADS.
d. COMPLETE DETAILS AND CALCULATIONS FOR THE REINFORCED 4" X 6" (MIN.) HANDHOLE LOCATED 1'-8" ABOVE THE BASE PLATE.
J. IDENTIFICATION TAG: (SUBMIT DETAILS FOR APPROVAL)
a. 2" X 4" (MAX.) ALUMINUM IDENTIFICATION TAG.
b. LOCATE ON THE INSIDE OF THE TRANSFORMER BASE AND VISIBLE FROM THE DOOR OPENING.
c. SECURE TO TRANSFORMER BASE WITH 1/8" DIAMETER STAINLESS STEEL RIVETS OR SCREWS.
d. INCLUDE THE FOLLOWING INFORMATION ON THE ID TAG:
1. FINANCIAL PROJECT ID
2. POLE HEIGHT
3. MANUFACTURER'S NAME
32. IN CERTAIN INSTANCES WHERE POLES CANNOT BE INSTALLED EXACTLY WHERE SPECIFIED ON THE DRAWINGS POLE LOCATIONS MAY BE SHIFTED UP TO A MAXIMUM OF 5'-0" TO AVOID ANY CONFLICTS.

NOTE: SOME SYMBOLS SHOWN ON THIS LEGEND MAY NOT PERTAIN TO THIS PROJECT.

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Fax: 321.639.8986
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PROJECT NO. 517004

CONFORMED TO POLES AND FOUNDATIONS		DATE
4	CONFORMED TO FIELD CHANGES	06-13-2019
3	CONFORMED TO FIELD CHANGES	04-17-2019
2	LIGHT POLE COORDINATION	01-30-2019
1	TLC VOLTAGE REVISION	12-13-2018
REVISIONS		DATE



FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 6268
P.O. DRAWER 280247, PORT ORANGE, FL 32128-0247

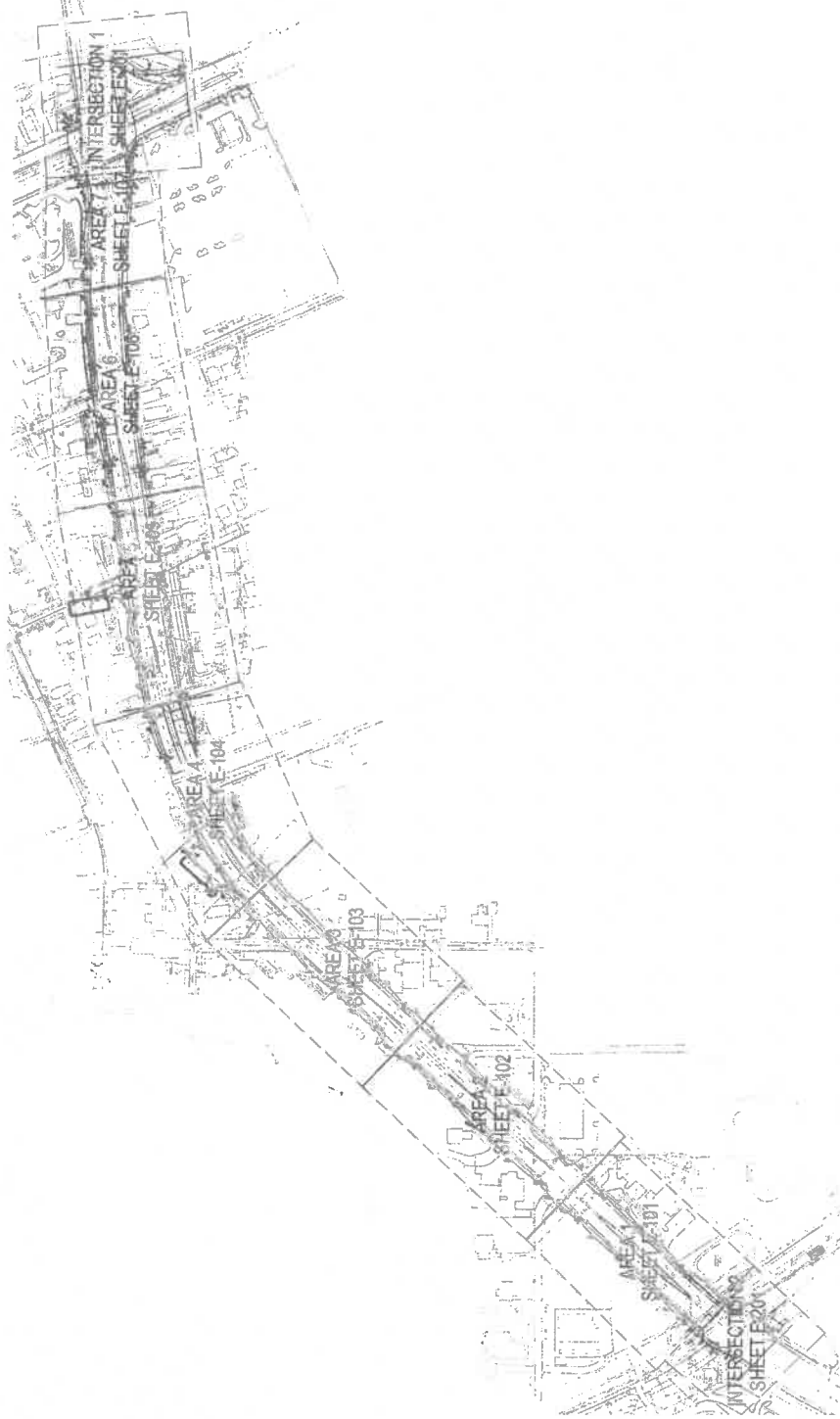
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. PO288.1

ELECTRICAL GENERAL NOTES

M. MONCEY
Florida Lic



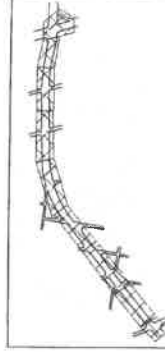
SHEET NO.
E-003
OF 38
Decemb



OVERALL STREET LIGHTING PLAN



1 1" = 300'-0"



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CONFORMED TO POLES AND FOUNDATIONS		06-13-2019	DATE
4	CONFORMED TO FIELD CHANGES	04-17-2019	
3	LIGHT POLE COORDINATION	01-30-2019	
2	TLC VOLTAGE REVISION	12-13-2018	
1	NO. BY	REVISIONS	
CITY OF PORT ORANGE VOLUSIA COUNTY, FL		OVERALL STREET LIGHTING PLAN	
S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING		PROJECT No. P0298.1	
DRAWN BY: DRS		SHEET NO. E-004 OF 38	
M. MONCEFF Florida Lic. Professional Engineer December, 1992		December, 1992	

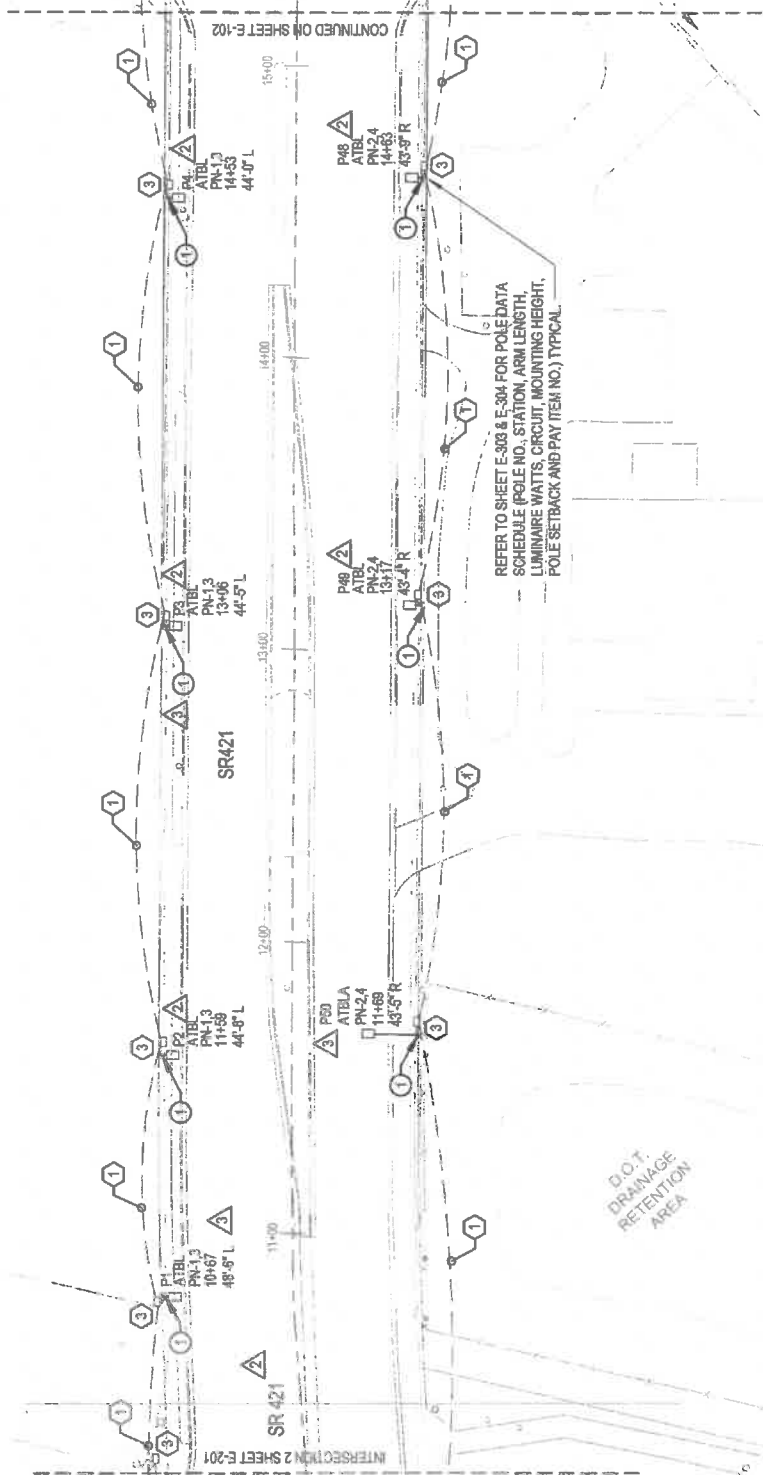
QLH
Quenda L. Hines, Associate
Civil & Environmental Engineer
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

KEYED NOTES

- 1 (2)X6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)X6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULL BOX

DETAIL NOTES

- 1 (2)X6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2)X6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULL BOX
- 4 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL



1 ELECTRICAL PLAN - AREA 1

1" = 40'-0"

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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 1

M. MONCI
Florida L.E.
Professional Engineer
No. 48922
STATE OF FLORIDA
EXPIRATION DATE 12/31/2020

SHEET NO.
E-101
OF 38

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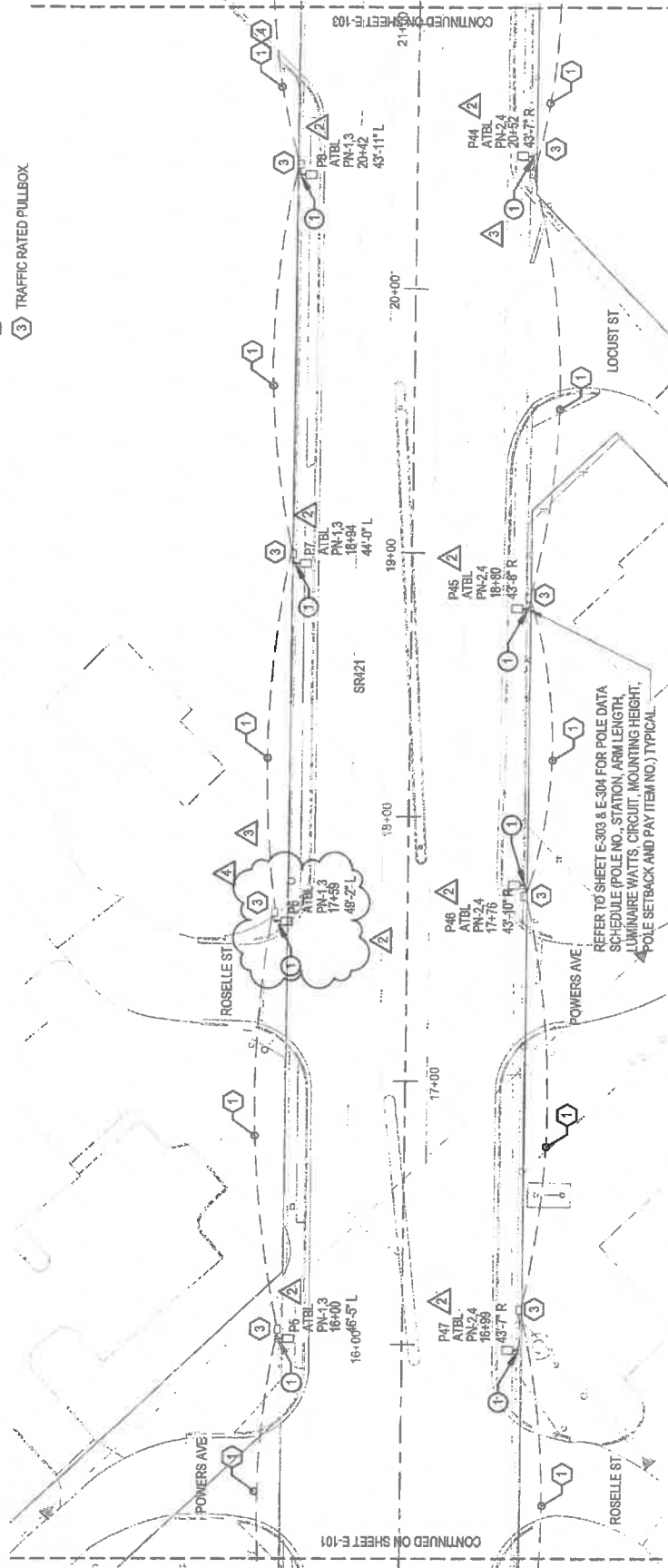
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DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

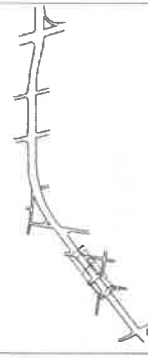
- 1 2#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 2#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX



ELECTRICAL PLAN - AREA 2



1 1" = 40'-0"



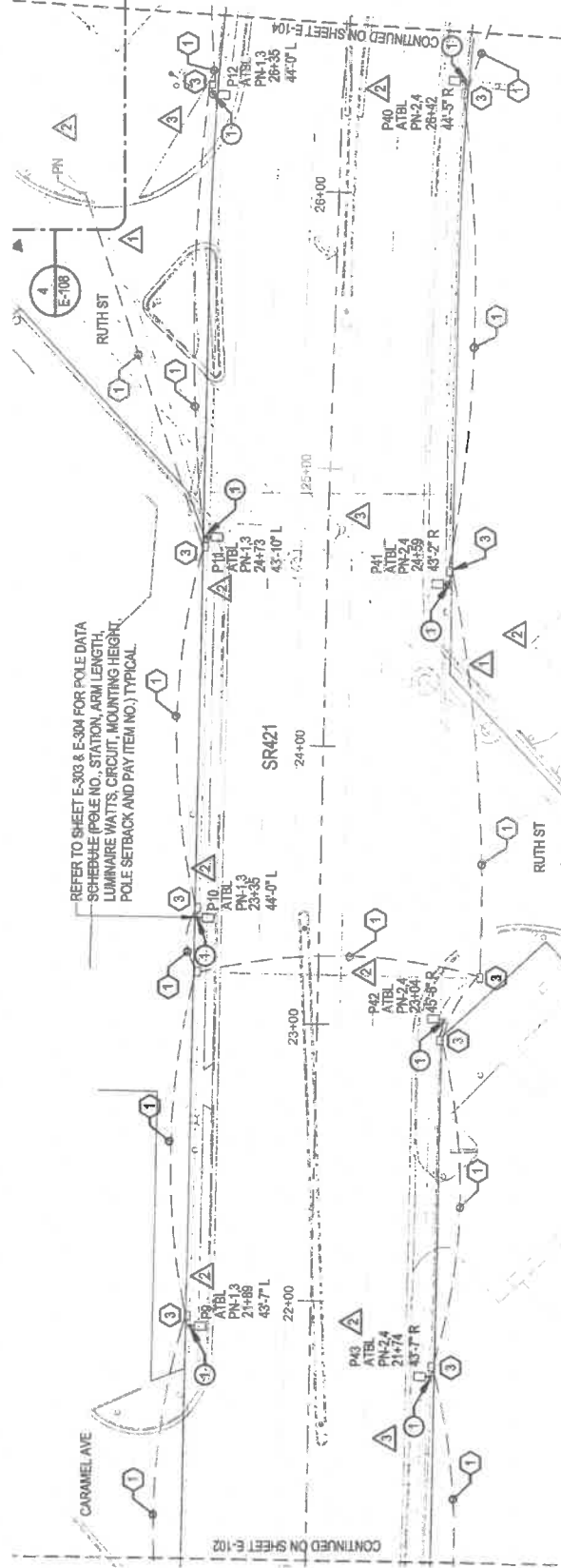
 874 Dixon Blvd. Cocoa, Florida 32922 PH: 321.636.0274 Fax: 321.639.8986 www.tlc-engineers.com TLC Engineering for Architecture, Inc. © Copyright 2017 COA #15 PROJECT NO. 517004	CONFORMED TO POLES AND FOUNDATIONS CONFORMED TO FIELD CHANGES LIGHT POLE COORDINATION TLC VOLTAGE REVISION	06-13-2019 04-17-2019 01-30-2019 12-13-2018	DATE REVISIONS	NO. BY	PROJECT NO. 517004	FLORIDA CERTIFICATE OF AUTHORIZATION NO. 826 P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247	CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	ELECTRICAL PLAN - AREA 2	M. MONC	DESIGNER	DECEMBER	STATE OF FLORIDA	NO. 48022	PROFESSIONAL ENGINEER	SHEET NO. E-102	OF 38	DRAWN BY: DRS	PROJECT NO. P0288.1	DECEMBER
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DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULL BOX.



1 ELECTRICAL PLAN - AREA 3

1" = 40'-0"

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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
Quinn L. Hargrove Associates
Professional Engineers
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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 3

M. MON
Florida

SHEET NO.
E-103
OF 38

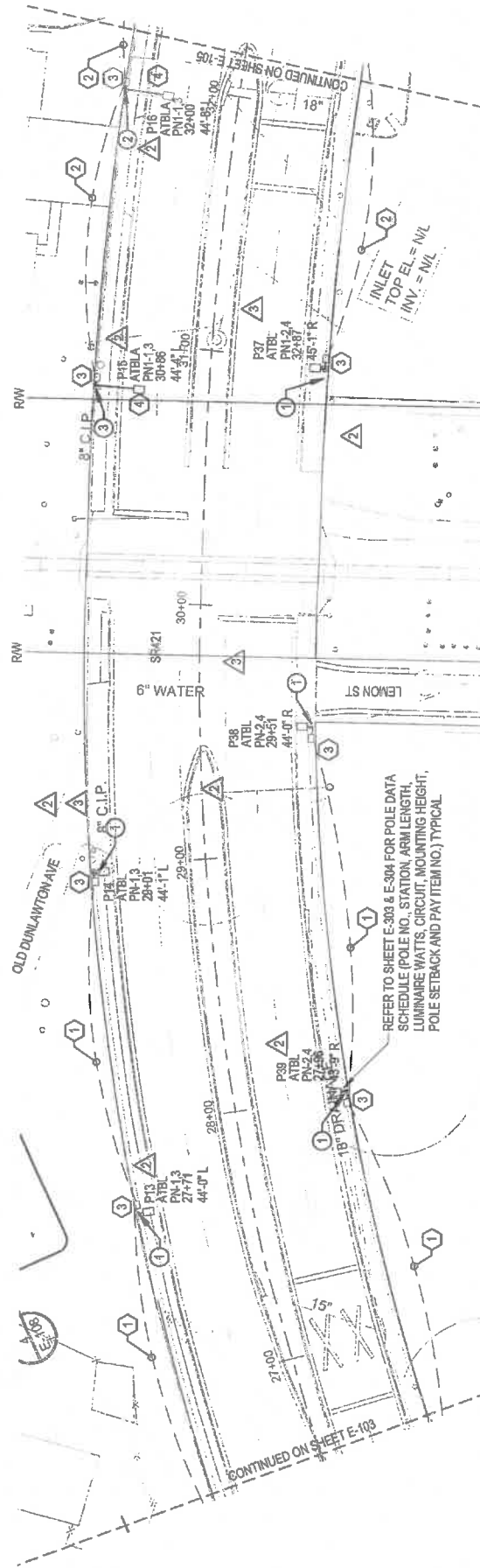


DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULL BOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLEARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLEARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 4

1" = 40'-0"

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PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	05-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
Quinn L. Hines, Architect
Civil & Environmental Engineers
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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. PO298.1

ELECTRICAL PLAN - AREA 4

M. MO
Fork

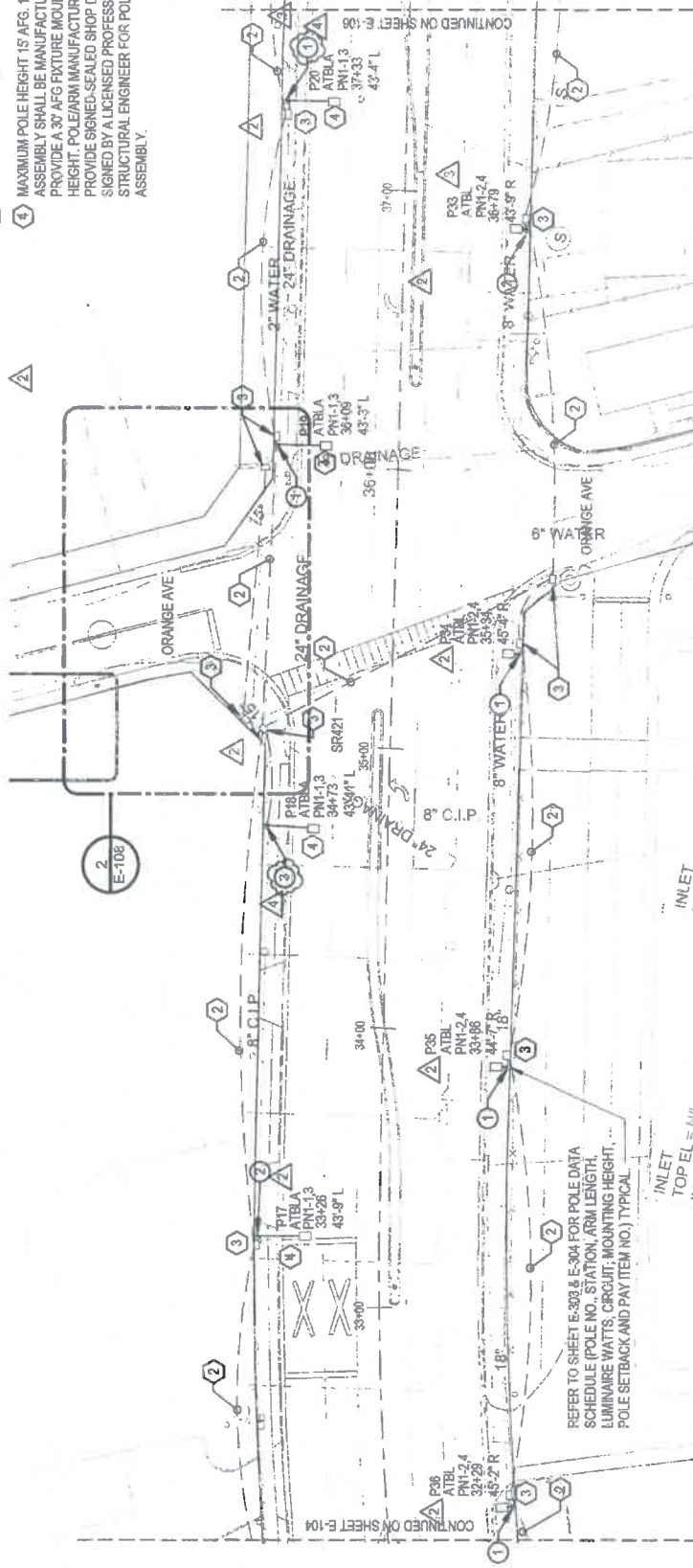
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DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX
- 4 MAXIMUM POLE HEIGHT IS AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED/SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 5

1" = 40'-0"

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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-15-2018

QLH
Queen L. Hampton, Architect
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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.P. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 5

M. MONI
Florida
Professional Engineer
No. 48922
STATE OF FLORIDA
Professional Engineer

SHEET NO.
E-105
OF 38

PROJECT No. P0288.1
DRAWN BY: DRS
Decet

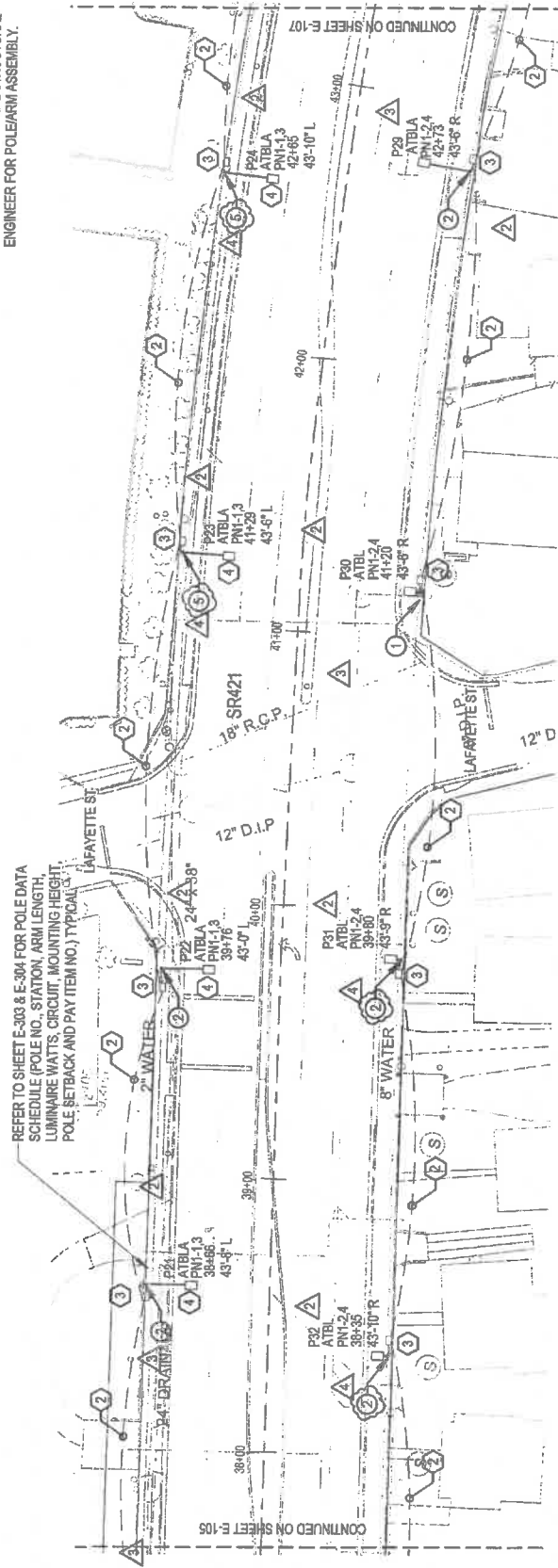
DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL
- 2
- 3
- 4

KEYED NOTES

- 1 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 (2) #6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC-RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT: 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.

REFER TO SHEET E-303 & E-304 FOR POLE DATA SCHEDULE (POLE NO., STATION, ARM LENGTH, LUMINAIRE WATTS, CIRCUIT, MOUNTING HEIGHT, POLE SETBACK AND PAY ITEM NO.), TYPICAL



ELECTRICAL PLAN - AREA 6



1 1" = 40'-0"

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PROJECT NO. 517004

NO.	BY	REVISIONS
4		CONFORMED TO POLES AND FOUNDATIONS
3		CONFORMED TO FIELD CHANGES
2		LIGHT POLE COORDINATION
1		TLC VOLTAGE REVISION

DATE	
06-13-2019	
04-17-2019	
01-30-2019	
12-13-2018	

QLH
Quentin L. Hargrove, Assoc.
DIA & Engineering and Design

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CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL PLAN - AREA 6

M. MONC
Florida
Professional Engineer
No. 48023
STATE OF
FLORIDA
Professional Engineer

DRAWN BY: DRS

Decem

SHEET NO.
E-106
OF 38


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NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
 QUINN L. HARRISON, Associate
 Civil & Environmental Engineer
 FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
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CITY OF
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 VOLUSIA COUNTY, FL

S.R. 421
 (DUNLAWTON AVENUE)
 STREET LIGHTING
 PROJECT NO. P0298.1

DRAWN BY: DRS

ELECTRICAL PLAN - AREA 7

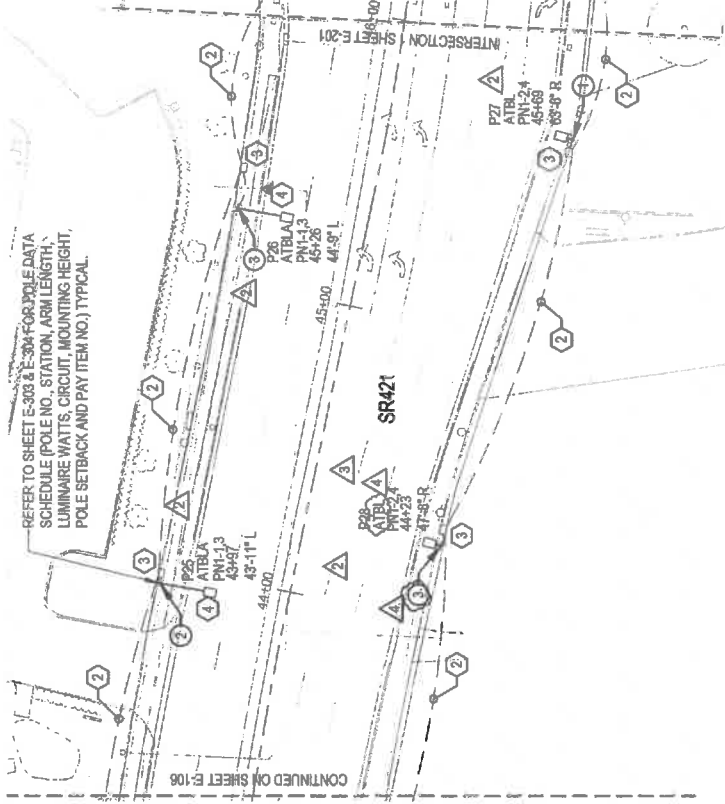
M. MONCEFF HADJIL, P.E.
 Florida License #48022
 SHEET NO.
 E-107
 OF 38
 December 13, 2018

DETAIL NOTES

- 1 REFER TO E-308 THRU E-310 FOR SPECIFIC POLE FOUNDATION DETAIL.
- 2
- 3
- 4

KEYED NOTES

- 1 2#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 2 2#6 AWG, #6 AWG GND IN 2" CONDUIT.
- 3 TRAFFIC RATED PULLBOX.
- 4 MAXIMUM POLE HEIGHT 15' AFG. 10' ARM ASSEMBLY SHALL BE MANUFACTURED TO PROVIDE A 30' AFG FIXTURE MOUNTING HEIGHT. POLE/ARM MANUFACTURER SHALL PROVIDE SIGNED-SEALED SHOP DRAWINGS SIGNED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER FOR POLE/ARM ASSEMBLY.



1 ELECTRICAL PLAN - AREA 7
 1" = 40'-0"



① TRAFFIC RATED PULLBOX.



ENLARGED ELECTRICAL PANEL PN
1" = 20'-0"

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-03-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2016

QLH
Quentin L. Hampton Associates
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303.755.0000

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32128-0247

CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	PROJECT No. PO298.1
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ENLARGED ELECTRICAL PANEL
PLANS

DRAWN BY: DRS

M. MONG
Florida L



A circular professional seal for Mohamed Mady, a Professional Engineer in the State of Florida. The seal contains the text: "MOHAMED MADY", "LICENSE", "No 48022", "STATE OF FLORIDA", and "PROFESSIONAL ENGINEER".

WHOLE SHEET REVISED

TYPE	DESCRIPTION	MANUFACTURER	MODEL	VOLTAGE	REQUIRED LAMPS	COMMENTS
					TYPE	LAMP QUANTITY
ATBL	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1
ATBLA	FULL CUTOFF, LED, POLE MOUNTED, SINGLE HEAD, 21,311 LUMENS, MOUNTED AT 30' AFG, 4000K, TYPE 4 DISTRIBUTION, FPL CONFLICT POLE WITH 15' ARM.	AMERICAN ELECTRIC LIGHTING	ATBL-C-MVOLT-R4-4K-BK	480 V	LED	1

Notes:

FIXTURE SCHEDULE NOTES:

- A. POLES SHALL BE BY VALMONT INDUSTRIES OR HAPCO, INC. PROVIDE SIGNED-SEALED SHOP DRAWINGS BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER SHOWING POLES, ARMS, WELDING DETAILS, WIND LOADING DATA, AND MATERIAL TYPES, FINISHES, AND THICKNESSES. PROVIDE A COPY OF THE DOT APPROVED MANUFACTURER CERTIFICATE.
- B. SEE SITE PLANS FOR CONFLICT POLE LOCATION AND HEIGHT REQUIREMENTS. SEE KEYNOTE NO. 4 ON SHEETS E-104 THROUGH E-107.
- C. PROVIDE SIGNED AND SEALED SHOP DRAWINGS/PRODUCT DATA DEMONSTRATING COMPLIANCE WITH POLE BASE AND ULTIMATE WIND SPEED OF 140 MPH WITH A GUST FACTOR OF 1.3 WIND LOADING REQUIREMENTS.

Circuit No.	Circuit Description	No. of Circuits	Pole	A	B	Pole	No. of Circuits	Circuit Description
1	Street Lighting - North East SR421	-	20 A	2	3.2 kVA	3.4 kVA	2	Street Lighting - South East SR421
3	Space	-	-	-	0.0 kVA	0.0 kVA	2	Lighting Contactor
5	Space	-	-	-	0.0 kVA	0.1 kVA	2	Space
7	Space	-	-	-	0.0 kVA	0.0 kVA	-	Space
9	Space	-	-	-	0.0 kVA	0.0 kVA	-	Space
11	Space	-	-	-	0.0 kVA	0.0 kVA	-	Space
Total Load:						6.7 kVA	0.0 kVA	

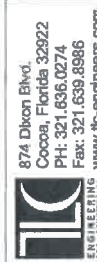
Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Lighting - Exterior	6.6 kVA	125.00%	8.3 kVA	Total Conn. Load: 6.7 kVA Total Est. Demand: 8.35 kVA Total Conn. Current: 14 A Total Est. Demand Current: 17 A

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PROJECT NO. 517004

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PROJECT NO. 517004

NO.	BY	REVISIONS	
		DATE	
4		08-13-2019	CONFORMED TO POLES AND FOUNDATIONS
3		04-17-2019	CONFORMED TO FIELD CHANGES
2		01-30-2019	LIGHT POLE COORDINATION
1		12-13-2018	TLC VOLTAGE REVISION

QLH
Quentin L. Harpelle, Associate
Professional Engineer
FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT NO. PO288.1

ELECTRICAL PANEL SCHEDULE

M. MON
Florida

SHEET NO.
E-302
OF 38

Branch Panel: PN

Location:
Supply From:
Mounting: Surface
Enclosure: NEMA 4X



Volts: 240/480 Single
Phases: 1
Wires: 3
A.L.C. Rating: 35,000
Main Type: MCB
Main Rating: 100 A
MCB Rating: 100 A
Neutral Rating: 100.00%

Notes:

CK T	Circuit Description	N o T r i p	P o T r i p	A	B	C	P o T r i p	N o T r i p	Circuit Description	CK T
1	Street Lighting - North West SR421	20 A	2	3.0 KVA	0.0 KVA	0.0 KVA	2	20 A	Street Lighting - South West SR421	2
3	Space	-	-	-	0.0 KVA	0.0 KVA	2	20 A	Lighting Contactor	6
5	Space	-	-	-	0.0 KVA	0.0 KVA	-	-	Space	8
7	Space	-	-	-	0.0 KVA	0.0 KVA	-	-	Space	10
9	Space	-	-	-	0.0 KVA	0.0 KVA	-	-	Space	12
11	Space	-	-	-	0.0 KVA	0.0 KVA	-	-		
Total Load:		6.3 KVA		0.0 KVA		0.0 KVA		0.0 KVA		
Total Amps:		26 A		0 A		0 A		0 A		

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Lighting - Exterior	6.2 KVA	125.00%	7.8 KVA	
				Total Conn. Load: 6.3 KVA
				Total Est. Demand: 7.85 KVA
				Total Conn. Current: 13 A
				Total Est. Demand Current: 16 A

Notes:

POLE DATA SCHEDULE CONT..

POLE NO.	STATION	ARM LENGTH	LUMINAIRE WATTS	CIRCUIT	MOUNTING HEIGHT	POLE SETBACK	PAY ITEM
P53	08 + 77	0'-0" ^Δ	171	PN - 5,7	30'-0"	68' - 6" R	0715 4 11 ^Δ
P54	09 + 22	15'-0"	171	PN - 1,3	30'-0"	51' - 6" L	0715 4 31 ^Δ
P55	46 + 09	0'-0" ^Δ	171	PN1 - 1,3	30'-0"	52' - 3" L	0715 4 21 ^Δ
P56	46 + 18	0'-0"	171	PN1 - 1,3	30'-0"	65' - 6" L	0715 4 21
P57	47 + 24	0'-0" ^Δ	171	PN1 - 1,3	30'-0"	81' - 5" L	0715 4 11
P58	47 + 58	15'-0"	171	PN1 - 1,3	30'-0"	55' - 1" L ^Δ	0715 4 31 ^Δ
P59	49 + 34	0'-0"	171	PN1 - 5,7	30'-0"	88' - 0" R	0715 4 11 ^Δ
P60	48 + 83	0'-0"	171	PN1 - 5,7	30'-0"	226' - 1" R	0715 4 11 ^Δ
P61	48 + 18	0'-0"	171	PN1 - 5,7	30'-0"	60' - 8" R	0715 4 21
P62	48 + 12	0'-0"	171	PN1 - 5,7	30'-0"	73' - 0" R	0715 4 11
P63	46 + 82	0'-0"	171	PN1 - 5,7	30'-0"	76' - 8" R	0715 4 21 ^Δ
P64	46 + 67	0'-0"	171	PN1 - 5,7	30'-0"	67' - 8" R	0715 4 21 ^Δ

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PROJECT NO. 517004

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
Quentin L. Hampton Associates
INCORPORATED
FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 526
P.O. DRAWER 280247, PORT ORANGE, FL. 32128-0247

CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

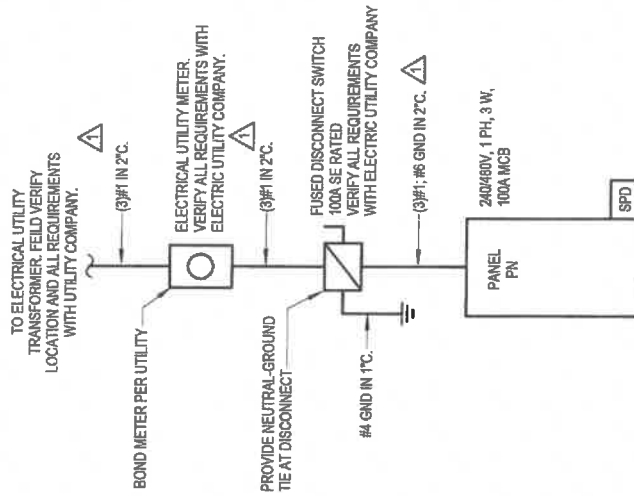
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

PROJECT No. P0296.1
DRAWN BY: DRS

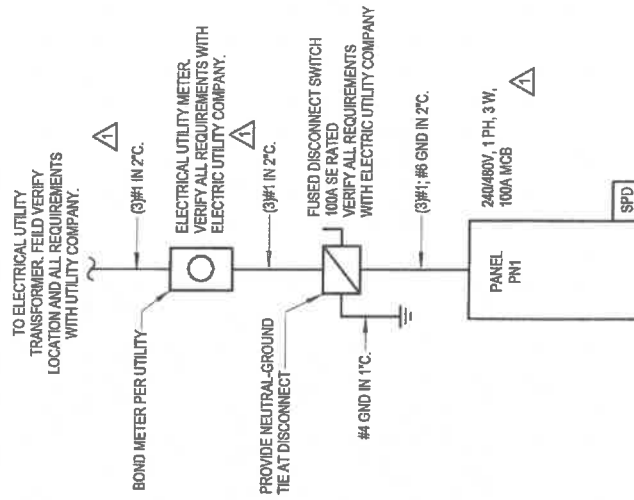
M. MOI
Florida
Professional Engineer
No. 48822
STATE OF FLORIDA
EXPIRATION DATE 12/31/2020



SHEET NO.
E-304
OF 38



1 ELECTRICAL ONE-LINE DIAGRAM PN
N.T.S



2 ELECTRICAL ONE-LINE DIAGRAM PN1
N.T.S

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NO.	BY	REVISIONS
4		CONFORMED TO POLES AND FOUNDATIONS
3		CONFORMED TO FIELD CHANGES
2		LIGHT POLE COORDINATION
1		TLC VOLTAGE REVISION

DATE
06-13-2019
04-17-2019
01-30-2019
12-13-2018

FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 626
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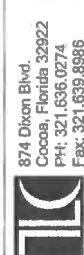
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. PO288.1

ELECTRICAL ONE-LINE
DIAGRAMS
DRAWN BY: DRS

M. MON
Decd

SHEET NO.
E-305
OF 38



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				P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247	
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019		
3		CONFORMED TO FIELD CHANGES	04-17-2019		
2		LIGHT POLE COORDINATION	01-30-2018		
1		TLC VOLTAGE REVISION	12-13-2018		



Church L. Hamilton Association
Professional Engineer
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

CITY OF
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VOLUSIA COUNTY, FL

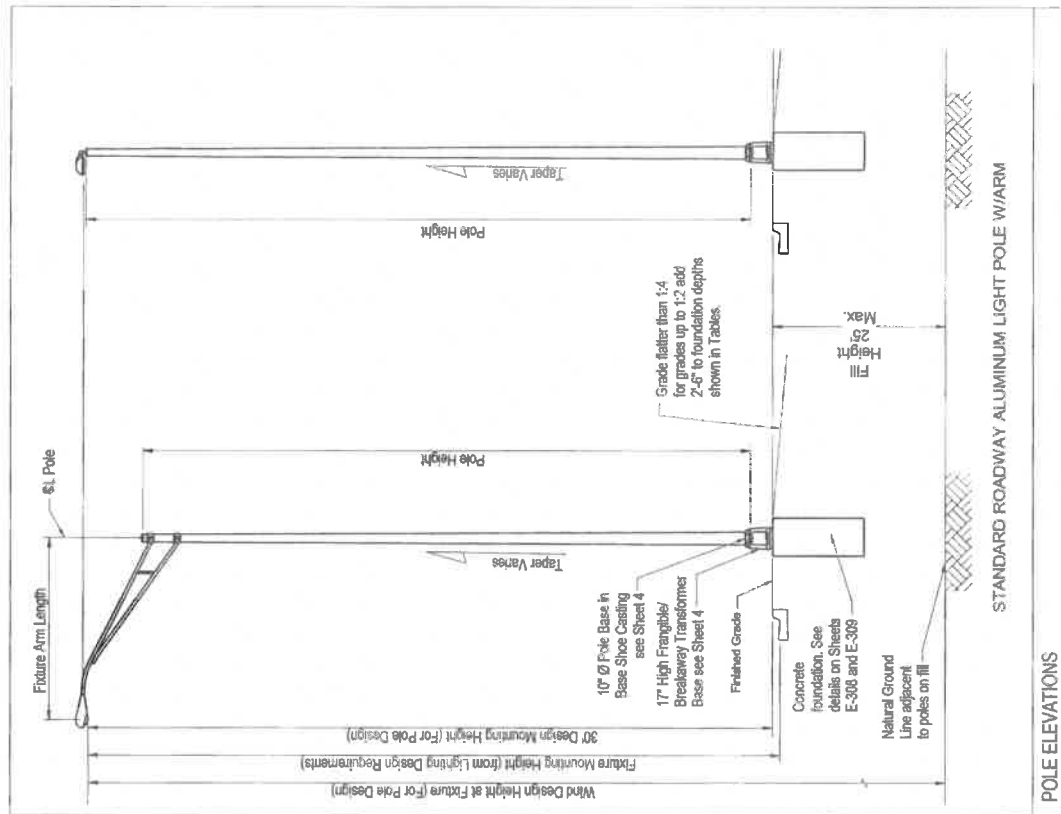
S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

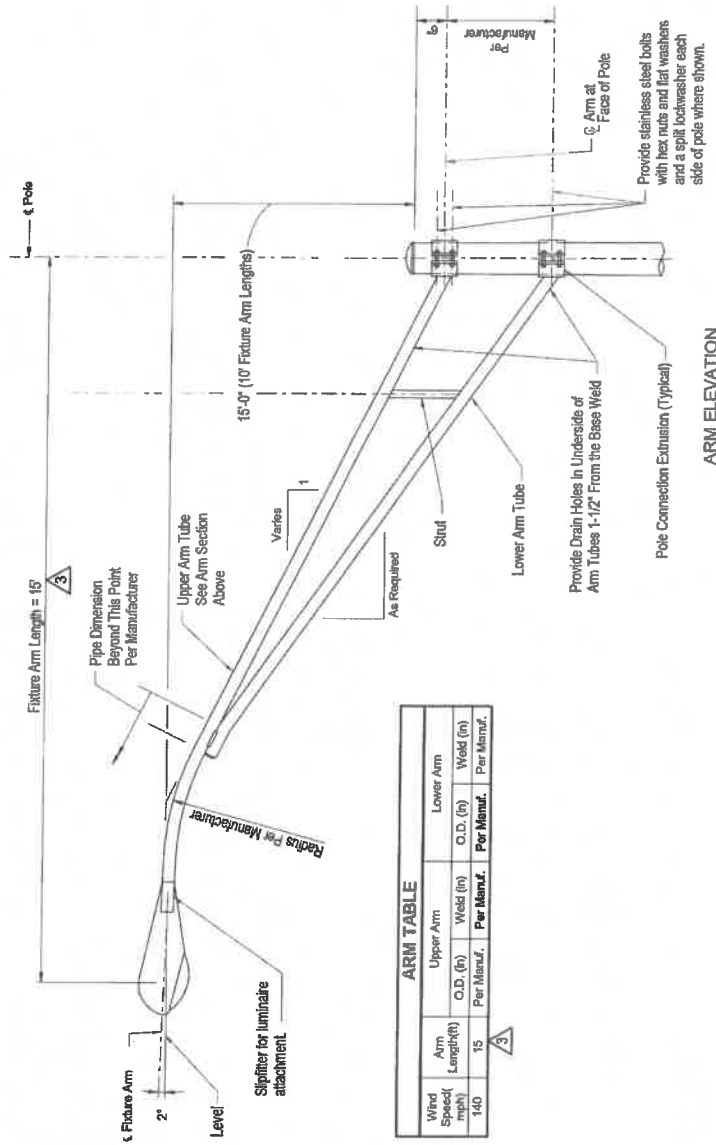
PROJECT No. P0298.1
DRAWN BY: DRS

ELECTRICAL DETAILS

M. MON
Florida
Professional Engineer
No. 48872
STATE OF FLORIDA
EXPIRATION DATE 12/31/2020

SHEET NO.
E-306
OF 38





ARM TABLE

Wind Speed (mph)	Arm Length (ft)	Upper Arm O.D. (in)	Upper Arm Weld (in)	Lower Arm O.D. (in)	Lower Arm Weld (in)
140	15	Per Manuf.	Per Manuf.	Per Manuf.	Per Manuf.

DETAIL NOTES:

Provide Member Wall Thickness as Necessary to Meet Minimum Requirements of the Welding Code for the Connection Weld Sizes Shown in the Arm and Pole tables.



Maximum pole height 15' AFG. 15' arm assembly shall be manufactured to provide a 30' AFG fixture mounting height. Pole/armature manufacturer shall provide signed/sealed shop drawings for pole/arm assembly.

Welds and wall thicknesses shall be per manufacturer. Manufacturer shall fabricate conflict poles to the dimensions shown and shall provide signed/sealed shop drawings and details which indicate welds, wall thicknesses, dimensions, member types, sizes, and all other pertinent information to show compliance with required wind load criteria. See lighting fixture schedule.

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CONFLICT POLE ARM & DAMPER DETAILS

NO.	BY	REVISIONS	DATE
4		CONFORMED TO POLES AND FOUNDATIONS	06-13-2019
3		CONFORMED TO FIELD CHANGES	04-17-2019
2		LIGHT POLE COORDINATION	01-30-2019
1		TLC VOLTAGE REVISION	12-13-2018

QLH
Quinn L. Hargrove Associates
Civil & Environmental Engineers
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 280247, PORT ORANGE, FL 32129-0247

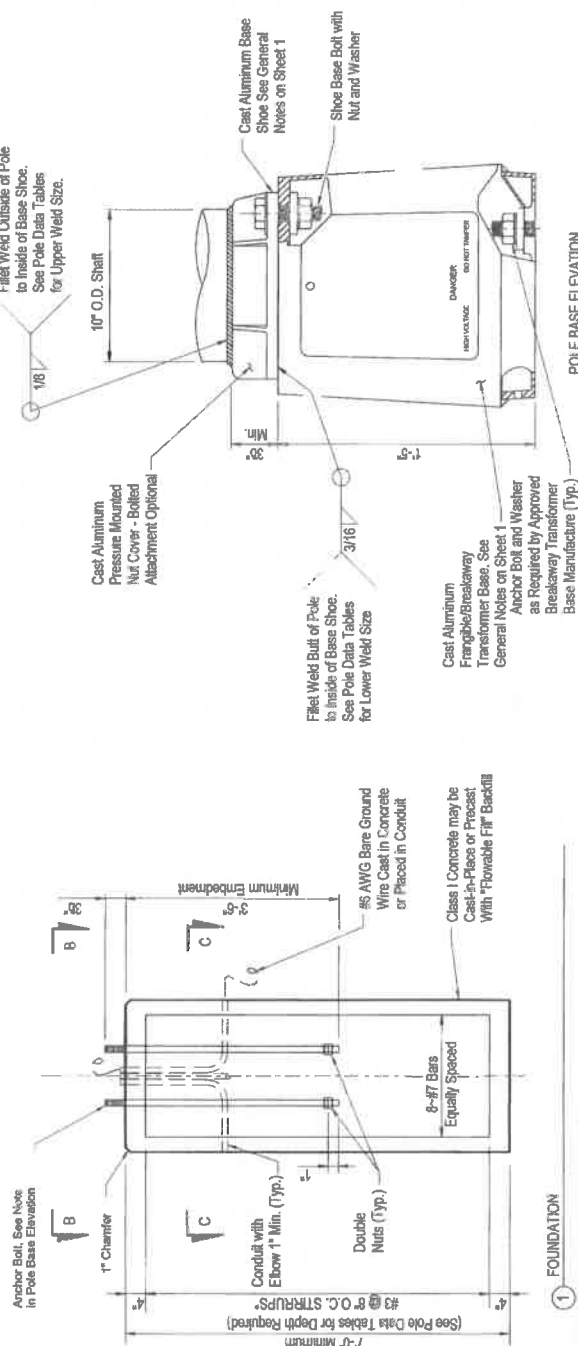
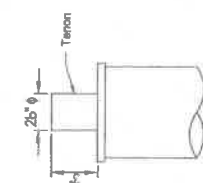
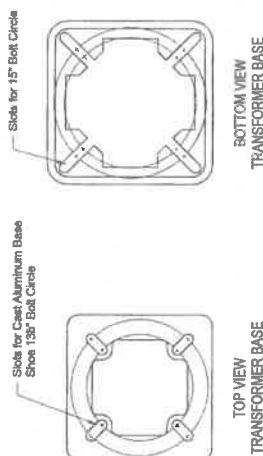
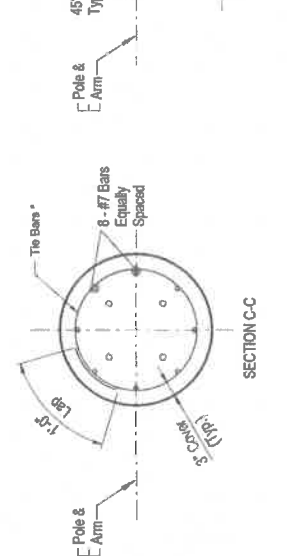
CITY OF
PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL DETAILS

M. MC
Eleg
PROJECT NO. PO286.1
DRAWN BY: DRS





POLE TABLE WITH ARM					
Wind/Speed (mph)	Arm Length (ft)	Design Mounting Height (ft)	Potewall (in)	Upper Weld (in)	Lower Weld (in)
140	19	30		Per Manuf.	Per Manuf.

NOTE:
Pole wall thicknesses shown in the POLE TABLE are nominals and shall be within the Aluminum Association Tolerances. Thicker walls are permitted and tapered walls may be used provided the minimum Aluminum Association thicknesses are not violated.

FOUNDATION TABLE W/ARM		
Wind Speed(mph)	Design Mounting Height (ft)	Total Depth (FT)**
140	30	7

** Depths shown in table are for grades flatter than 1:4, for grades up to 1:2 add 2'-6" to foundation depths shown in table.

#4 Tie Bars @ 12" centers (max.) or D10 (or W10) spiral @ 6" pitch, 3 flat turns top and 1 flat turn bottom.

POLE AND BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

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08-13-2019	CONFORMED TO POLES AND FOUNDATIONS	4
04-17-2019	CONFORMED TO FIELD CHANGES	3
01-30-2019	LIGHT POLE COORDINATION	2
12-13-2018	TLC VOLTAGE REVISION	1
DATE	REVISIONS	BY

QLH
Quality Light Pole Association
Light & Environmental Engineers
www.qlhassoc.com

FLORIDA CERTIFICATE-OF-AUTHORIZATION NO. 628
P.O. DRAWER 290247, PORT ORANGE, FL. 32129-0247

CITY OF PORT ORANGE VOLUSIA COUNTY, FL	S.R. 421 (DUNLAWTON AVENUE) STREET LIGHTING	ELECTRICAL DETAILS
PROJECT No. R0288.1		DRAWN BY: DRS

M. MONCEFI
Professional Engineer
No. 49828
State of Florida
Professional Seal

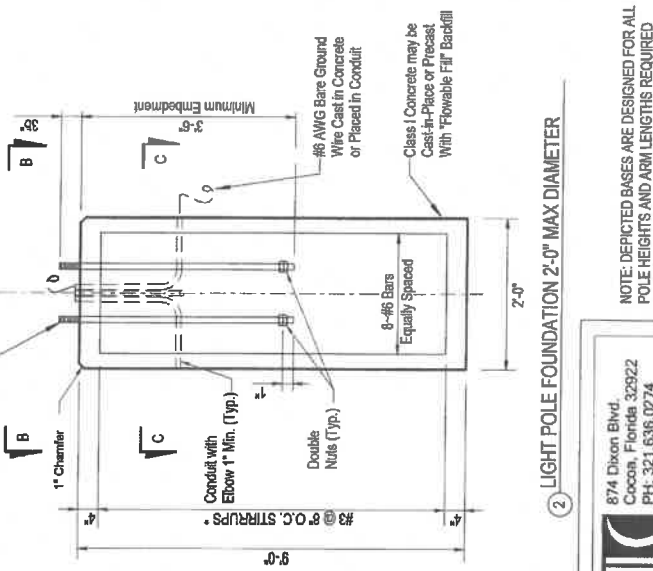
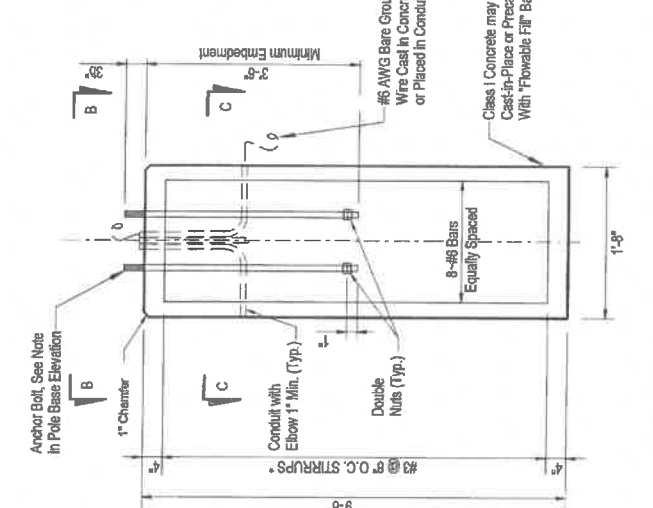
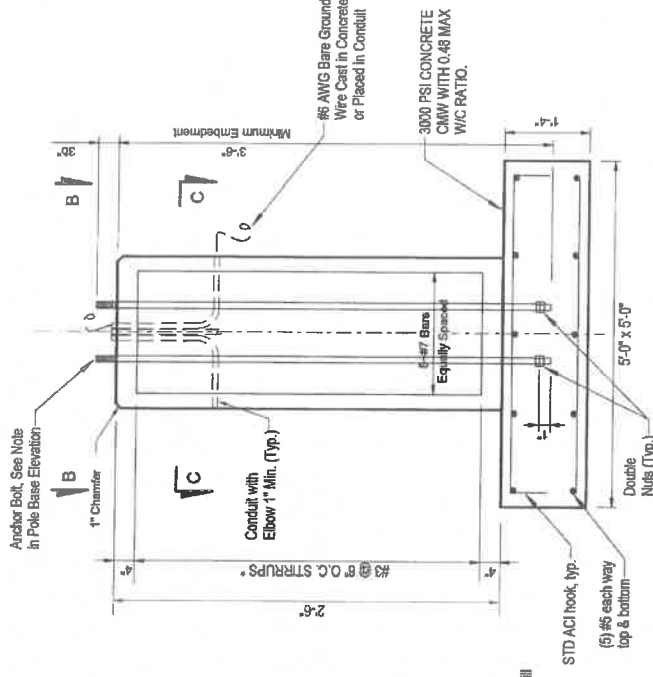
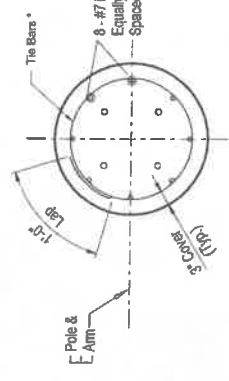
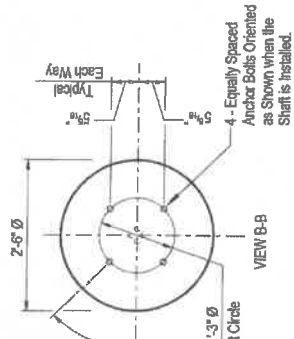
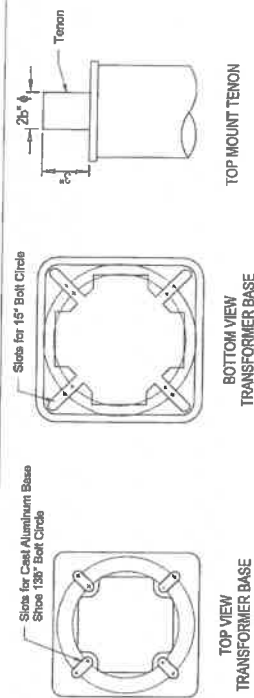
E-308

OF 38

SHEET NO.

December 14, 2019

December 14, 2019



NOTE: DEPICTED BASES ARE DESIGNED FOR ALL POLE HEIGHTS AND ARM LENGTHS REQUIRED FOR THIS PROJECT, INCLUDING CUSTOM POLE/ARM ASSEMBLIES.

CUSTOM POLE BASE DETAILS FOR ROADWAY ALUMINUM LIGHT POLE

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NO.	4	CONFORMED TO POLES AND FOUNDATIONS	06-13-2019	DATE	REVISIONS
	3	CONFORMED TO FIELD CHANGES	04-17-2019		
	2	LIGHT POLE COORDINATION	01-30-2019		
	1	TLC VOLTAGE REVISION	12-13-2018		
BY					

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 626
P.O. DRAWER 290247, PORT ORANGE, FL 32128-0247

QLH
Quinn L. Hamilton, Associate
Civil & Environmental Engineer

CITY OF PORT ORANGE
VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING

ELECTRICAL DETAILS

M. MONCE
Florida Lic. No. 48023
Professional Engineer

PROJECT NO. PO288.1

DRAWN BY: DRS

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SHEET NO. E-309 OF 38



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2		01-30-2019	LIGHT POLE COORDINATION
1		12-13-2018	TLC VOLTAGE REVISION

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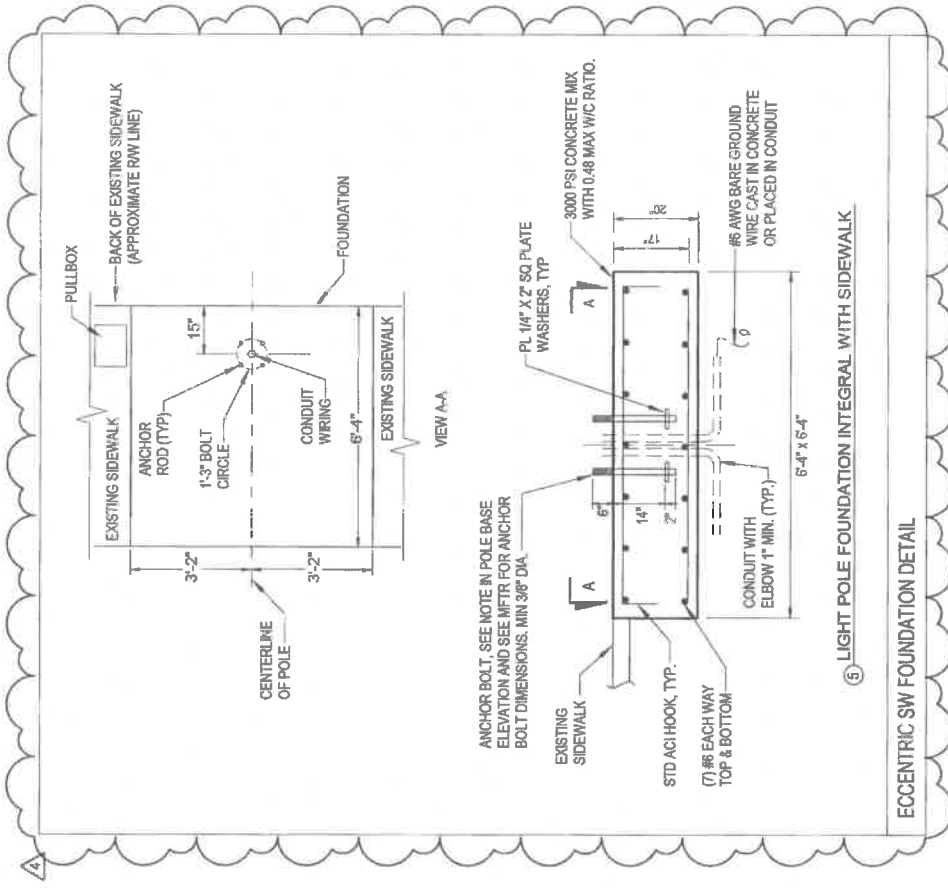
CITY OF
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VOLUSIA COUNTY, FL

S.R. 421
(DUNLAWTON AVENUE)
STREET LIGHTING
PROJECT No. PO298.1

ELECTRICAL DETAILS
DRAWN BY: DRS

M. MOINC
Florida L
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SHEET NO.
E-310
OF 38



ECCENTRIC SW FOUNDATION DETAIL

5 LIGHT POLE FOUNDATION INTEGRAL WITH SIDEWALK

**FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 4**

Contents:

- 1. Change Order 4 Additional Pre-Digs**
- 2. Entitlement Analysis**

**Submittal: 7/3/2019
Rev. 0**

CHANGE ORDER NO. 4
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1-3: \$31,856.02	Changes in contract time from previous Change Orders: No. 1-3: 153 days
Contract Price prior to this Change Order: \$706,827.88	Contract Completion Date prior to this Change Order: Final Completion: December 27, 2019
Net Increase (decrease) of this Change Order No. 4: \$21,678.61	Changes in contract time requested this Change Order No. 4: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$728,506.49	Contract Times with all approved Change Orders: Final Completion: December 27, 2019

CHANGES ORDERED:

I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. **REQUIRED CHANGES:**

Thirty-one (31) pre-digs above and beyond the originally planned quantity included in the bid price, a quantity of 64.

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. **JUSTIFICATION:** The additional pre-digs are required to find a clear subterranean area where the light pole foundations can be placed after finding utilities in the originally excavated pre-digs.

IV. **PAYMENT:**

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTITY	BID QUANTITY	Δ QUANTITY	UNIT PRICE	TOTAL COST DIFF
I. ROADWAY CONSTRUCTION							
N/A	Pre-digs	EA	31	0	31	\$699.31	\$21,678.61
TOTAL							\$21,678.61

Acknowledgments:

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

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: 
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

Date Signed: 11/13/2019

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: 
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: 11/13/19

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: 
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: 11/15/2019

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: 
Printed Name: David King, PE
Title: Vice President

Date Signed: 11/15/19

APPROVED BY:

CITY OF PORT ORANGE

Department Head

By: Tim Burman

Printed Name: Tim Burman

Title: Community Development Director

Date Signed: 11-14-19

City Manager

By: _____

Printed Name: Michael H. Johansson

Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 4

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 4 Additional Pre-Digs

1. Change Order Number 4
2. Description: Additional Pre-Digs
3. Reasons for Change: After mobilization, the Contractor staked the specified pole locations per the plans. At those locations, a pre-dig was completed to ensure sufficient clearance for installation of the pole foundation. In many locations, unforeseen utilities were encountered and due to insufficient space to place the foundation, a new location was agreed upon with the CEI and Local Agency. An additional pre-dig was completed to determine if the foundation could be placed in that location and in multiple locations, yet another pre-dig would be required. A total of 31 additional pre-digs will be required in total. Where pre-digs were performed and then performed for a second and occasionally, a third time. The Change Order 4 Cost Adjustment's pre-dig value is calculated as \$699.31 based upon the CEI's record of labor and equipment to accomplish a representative sample. The Engineer recommends Additional Pre-Digs be determined Federally Ineligible since they are not a part of the Light Pole Complete Contract Line Items.
4. Time Analysis:

Amount Requested by Contractor:	0 days
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0 days
5. Cost Analysis:

Amount Requested by Contractor:	\$21,678.61
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$21,678.61
6. Reasons for Contractor's full or partial payment: Cost will be borne by the Local Agency.


Engineer Producing Analysis – Bryan Rerko, PE


Date

AECOM - Engineers Estimate**City of Port Orange LAP Project / FPID 435591-1-58-01 / SR 421 (Dunlawton Ave.) Lighting****Cost Proposal for additional soft dig explorations****March 22, 2019****Assumptions:**

- 1) Used FIE's Certified Labor Burden Rate from January 7, 2019 FIE letter of 62.27%
- 2) Used FIE's salary rates for personnel
- 3) Used FIE's Equipment Watch rates for Utility Trucks
- 4) Used FIE's United Rentals 4 week invoice for costs on plate compactor
- 5) Work Effort based on Daily Reports of Construction specific to this project and for this operation

Labor Tabulation			
Description	Hours	Rate	Total Cost
Foreman	3.0	\$ 29.00	\$ 87.00
Skilled Labor	4.0	\$ 16.00	\$ 64.00
Labor	4.0	\$ 14.00	\$ 56.00

Sub Total (Labor): \$ 207.00
Labor Burden of 62.27% \$ 128.90
Total (Labor) \$ 335.90

Equipment Tabulation			
Description	Hours	Rate	Total Cost
Utility Truck	4.0	\$ 23.46	\$ 93.84
Utility Truck 3186	4.0	\$ 23.46	\$ 93.84
Dump Trailer*	4.0	\$ 8.88	\$ 35.52
Plate Compactor**	4.0	\$ 12.25	\$ 49.00

* \$71.00/DAY per Equipment Watch = \$71.00/8 Hours = \$8.88/HR

**\$98.00/DAY per Invoice = \$98.00/8 Hours = \$12.25/HR

Total (Equipment): \$ 272.20

Total: \$ 608.10

Mark-Up Based on City of Port General \$ 91.21

Condition 12.01.C.2 (15%):

Grand Total: \$ 699.31

Per Pre-Dig Exploration

Change Proposal

Contractor: Florida Industrial Electric

Description: Foundation Pre-Dig ; Includes - Sidewalk MOT Set Up, Saw Cuts, Break Sidewalk, Pre-Dig, Back Fill, Millings, Compaction, Sidewalk MOT Take Down, Concrete Disposal

Project: S.R. 421 (Dunlawton Ave.) Ridgewood Ave. to Spruce Creek Rd.

Date: Thursday, January 24, 2019

Labor Tabulation

[illegible]

Equipment Tabulation

*Note: The Blue Book monthly rate is divided by 176, then multiplied by the regional adjustment factor and the product is added to the estimated operating cost to arrive at the adjusted hourly rate.

Description	Qty.	Hours Used	Blue Book Hourly Rate*	Total Cost
Utility Truck	1	8	\$23.46	\$187.68
Utility Truck 3186	1	8	\$23.46	\$187.68
Dump Trailer	1	8	\$8.88	\$71.04
Plate Compactor	1	8	\$12.25	\$98.00
				\$0.00
				\$0.00
Total Equipment Cost				\$544.40

Material Tabulation

Description	Qty.	Unit	Unit Cost	Total Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal Material Cost				\$0.00
Sales Tax				6%
Total Material Cost				\$0.00

Markup Tabulation

Description	Component Cost	Markup %	Cost
Labor	\$765.91	17.50%	\$899.95
Equipment	\$544.40	17.50%	\$639.67
Material	\$0.00	17.50%	\$0.00
Liability & Bond	\$1,539.62	1.50%	\$23.09

Subcontractor's Grand Total

\$1,562.71



FLORIDA INDUSTRIAL ELECTRIC

291 Specialty Point
Sanford, FL 32771
(407) 331-1551

January 07, 2019

RE:

Subject: Florida Industrial Electric's Labor Burden Break Down

Attn: To whom it may concern,

Please find below Florida Industrial Electric's Labor Burden Rate breakdown for the above referenced project :

Florida Industrial Electric, Inc.
Labor Burden Rate Break Down for 2018 / 2019

Social Security (FICA)	6.20 %
Medicare Tax	1.45 %
Florida State Unemployment (SUTA)	1.69 %
Federal Unemployment (FUTA)	.60 %
General Liability	2.671 %
Employee Benefits (Vacation / Holiday)	7.19 %
401 K Match	5.171 %
Medical / Dental	26.923 %
Workers Compensation	10.375 %

Total Labor Burden 62.27 %

If any additional information is required, please feel free to contact me at any time.

Regards,

Mike Scharf – Executive V.P. - FIE

Adjustments for 0292 in All Saved Models

January 24, 2019

Miscellaneous 4X4 1 325 CREW DSL

On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
8,800 lbs.


Configuration for 4X4 1 325 CREW DSL

Axle Configuration	4X4	Power Mode	Diesel
Horsepower	325	Cab Type	Crew
Ton Rating	1		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,155.00	\$325.00	\$81.00	\$12.00	\$16.90	\$23.46
Adjustments						
Region (Orlando, Florida: 101.6%)	\$18.48	\$5.20	\$1.30	\$0.19		
Model Year (2018: 99%)	(\$11.73)	(\$3.30)	(\$0.82)	(\$0.12)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,161.75	\$326.90	\$81.48	\$12.07	\$16.90	\$23.50

Non-Active Use Rates

	Hourly
Standby Rate	\$4.69
Idling Rate	\$19.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$623.70/mo
Overhaul (ownership)	29%	\$334.95/mo
CFC (ownership)	7%	\$80.85/mo
Indirect (ownership)	10%	\$115.50/mo
Fuel (operating) @ 3.27	75%	\$12.75/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Adjustments for 3186 in All Saved Models

January 24, 2019

Miscellaneous 4X4 1 325 CREW DSL

On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
8,800 lbs.


Configuration for 4X4 1 325 CREW DSL

Axle Configuration	4X4	Power Mode	Diesel
Horsepower	325	Cab Type	Crew
Ton Rating	1		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,155.00	\$325.00	\$81.00	\$12.00	\$16.90	\$23.46
Adjustments						
Region (Florida: 96.9%)	(\$35.81)	(\$10.06)	(\$2.51)	(\$0.37)		
Model Year (2006: 92.2%)	(\$87.30)	(\$24.56)	(\$6.12)	(\$0.91)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,031.89	\$290.36	\$72.37	\$10.72	\$16.90	\$22.76

Non-Active Use Rates

Hourly

Standby Rate	\$4.16
Idling Rate	\$18.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$623.70/mo
Overhaul (ownership)	29%	\$334.95/mo
CFC (ownership)	7%	\$80.85/mo
Indirect (ownership)	10%	\$115.50/mo
Fuel (operating) @ 3.27	75%	\$12.75/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

AED Green Book®

January 24, 2019

Average AVERAGE ALL

Tilt Deck Utility Trailers

Size Class:

All

Weight:

N/A


Configuration for AVERAGE ALL
AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors

	Monthly	Weekly	Daily
Published Rates	\$663.00	\$221.00	\$71.00
Adjustments			
Region (: 100%)	-	-	-
User Defined			
Rental Rates (100%)	-	-	-
Total:	\$663.00	\$221.00	\$71.00
Date Last Updated: Oct 01, 2018			

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fle-inc.com)



BRANCH L77
1472 NORTH NOVA ROAD
DAYTONA BEACH FL 32117
386-248-3951
386-248-3994 FAX

Job site
Address

DUNLAWTON AVE LIGHTS
4545 S RIDGEWOOD AVE
PORT ORANGE FL 32127-4524

Office: 407-331-1551 Cell: 407-948-5993

5.1.1864 1 MB 0.421 91073S11.p01 298724 1-1 0



FLORIDA INDUSTRIAL ELECTRIC
291 SPECIALTY PT
SANFORD FL 32771-6621

4 WEEK BILLING
INVOICE

163903231-004

Customer # : 269653
Invoice Date : 12/19/18
Date Out : 12/04/18 09:21 AM
Billed Through : 01/01/19 00:00
UR Job Loc : 4545 S RIDGEWOOD AVE
UR Job # : 65
Customer Job ID:
P.O. # : 83002-800-1
Ordered By : EDGAR DROPP
Reserved By : DARYLE ACRREE
Salesperson : CHRISTOPHER HAUN

Invoice Amount: \$3,116.31

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6800 Ext 84847
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	10639028	SKID STEER TRACK LOADER 2000-2399# Make: TAKEUCHI Model: TL8W Serial: 200805676 Meter out: 769.00 Meter in: .00		375.00	995.00	1925.00	1,925.00
1	903/5411	SKID STEER FORK ATTACHMENT HEAVY DUTY		50.00	75.00	125.00	125.00
1	10825352	VIB PLATE MEDIUM 3000-5000# IMPACT Make: WACKER Model: WP1550AW Serial: 10853300 Substituted for: VIB PLATE REVERSIBLE 5000-5999# IMPACT		98.00	255.00	595.00	595.00
Rental Subtotal:							2,645.00
SALES/MISCELLANEOUS ITEMS:		Item	Price	Unit of Measure	Extended Amt.		
Qty							
1		ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 46.360	EACH	46.36		
1		DELIVERY CHARGE	125.000	EACH	125.00		
1		PICKUP CHARGE	125.000	EACH	125.00		
Sales/Misc Subtotal:					296.36		
Agreement Subtotal:					2,941.36		
Tax:					174.95		
Total:					3,116.31		

COMMENTS/NOTES:

CONTACT: JOE
CELL#: 407-948-5993

BILLED FOR FOUR WEEKS 12/04/18 THRU 1/01/19 09:21 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URControlSupport@ur.com

Page: 1



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION
City of Port Orange

700-010-13
CONSTRUCTION
06/09
Page 1 of 3

Date: 12/11/2018	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
------------------	------------------------------------	---	----------------------------------

High Temp: 55	AM Conditions:	PM Conditions:
Low Temp: 40	Cloudy	Cloudy

Remarks			
General:			
FIE on site with 3 crews working on soft digs on East bound side of Dunlawton Avenue. 9 pole foundations were explored.			
1 crew worked on poles #56, 55, 64, 60 and 59 some adjustments required. 56 had multiple conduits crossing thru area that foundation was layed out.			
1 crew worked on pole #34 and 35, 2 4" conduits that were not located found at 35.			
1 crew worked on pole #43 and 42 unmarked utilities found.			
Photo's were taken of			
Advance Directional Drilling was on site in the afternoon to look over the area just East of Spruce Creek Rd.			
Accidents:		Day of Week:	Contract Day:
☒ No ☐ Yes See Accident Report Dated:		Tuesday	29
Visitors:		Total Days:	227

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Florida Industrial Electric	Supt	1	8	Foreman	3	8	Skilled	0	0
		Semi skilled	0	0	Common	8	8	Trainee	0	0
2.	Sub/Utility Advance Dir. Drilling	Supt	0	0	Foreman	1	3	Skilled	0	0
		Semi skilled	0	0	Common	2	3	Trainee	0	0
3.	Sub/Utility John B. Webb	Supt	0	0	Foreman	0	0	Skilled	0	0
		Semi skilled	0	0	Common	0	0	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck	1	1	8
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	7199	2015 RAM 5500 w/ 40' Bucket	1	1	8
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	750-53	Triple Crown Dump Trailer	1	1	8
1	Rental	AC10 2003 Tow Behind Compressor	1	1	8
1	Rental	Skid Steer	1	1	2

Date: 12/11/2018	FPN: D517-050-B	Financial Project ID: 435591-1-58-01
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Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1		715-4-11	Light Pole Complete	8:00	3:30	WIP	EA

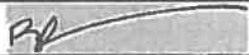
EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
Directional Drill	☒	☐	☐	☐
MOT: MOT Install Temporary MOT	☒	☐	☐	☐
Light Pole, soft digs for foundations	☒	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO
CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
Mindon McIntosh	FROM: 8:00	TO: 3:30	3

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):		DATE:
Bryan Rerko, PE		

DISTRIBUTION: Original – Project Engineer
Copy – Contractor (as requested)

Date: 12/11/2018	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
---------------------	------------------------------------	---	----------------------------------

Remarks			
General: After contractor had left for the day, there was an incident where soil and sod were inadvertently dumped in the the left West bound lane. This was not from the contractor on this site. Motorcycle cop was on site while the perpetrator cleaned debris from the road.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Tuesday	Contract Day: 29
Visitors:		Total Days: 227	

[illegible]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION
City of Port Orange

700-810-13
CONSTRUCTION
08/09
Page 1 of 3

Date: 1/9/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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High Temp: 66	AM Conditions: Clear	PM Conditions: Clear
Low Temp: 49		

Remarks			
General:			
FIE on site.			
Item 715-4.XX Light Pole Complete; Contractor pre- dug a couple of locations identified on walk through.			
Item 630-2.12 Conduit , F&I, Directional Drill; Sub contractor set up at 20+42 LP #8 and bored East 275 LF to 23+15 LP #10.			
FIE placed millings and compacted when bore crew was done.			
Item 102-1 MOT; Contractor set up necessary sidewalk closure to perform the work.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Wednesday	Contract Day: 58
Visitors: None		Total Days: 227	

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Florida Industrial Electric	Supt	1	8	Foreman	2	8	Skilled	0	0
		Semi skilled	0	0	Common	5	8	Trainee	0	0
2.	Sub/Utility Advance Dir. Drilling	Supt	0	0	Foreman	1	9.5	Skilled	0	0
		Semi skilled	0	0	Common	1	9.5	Trainee	0	0
3.	Sub/Utility Florida Industrial Electric	Supt	0	0	Foreman	1	9.5	Skilled	0	0
		Semi skilled	0	0	Common	1	9.5	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck (Jose)	1	1	8
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	9983	2008 Ford F250 4x4 Ext. Cab Utility Truck	1	1	8
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	0	0
1	750-53	Triple Crown Dump Trailer	1	0	0
1	Rental	AC10 2003 Tow Behind Compressor	1	0	0
1	Rental	Skid Steer	1	1	2

Date: 1/9/2019	FPN: D517-050-B	Financial Project ID: 435591-1-58-01
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Estimated Work Performed							
Contr/ Sub #	Line Item #	Pay Item Code	Location	Time (AM/PM)		Installed	
				Beginning	Ending	Qty.	Units
1		715-4.XX	Pre dig	8:00	3:00		EA
1		102-1	MOT	8:00	5:30		LS
2		630-2.12	20+42 to 23+15 , LP #8 to LP #10	8:00	5:00	275	LF
1		635-2.12	23+15 LP #10 Not complete	3:00	5:00		EA

EFFECTS OF WEATHER ON MAJOR WORK ITEMS (CHECK CONTROLLING ITEMS):

Major and/or Controlling Work Items	No Effect All Day	Affected Less Than 50% of Work Day	Affected More Than 50% Of Work Day	No Work All Day
Directional Drill	☒	☐	☐	☐
MOT: MOT Install Temporary MOT	☒	☐	☐	☐
Light Pole, soft digs for foundations	☒	☐	☐	☐
Open trench, conduit placement	☒	☐	☐	☐
Splice and Pull Boxes	☒	☐	☐	☐
	☐	☐	☐	☐

CONTRACTOR PAST PERFORMANCE

PURSUIT OF THE WORK: ☒ YES ☐ NO

CONFORMANCE WITH CONTRACT DOCUMENTS: ☒ YES ☐ NO

TECHNICIAN'S SIGNATURE AND RATING:	HOURS AT JOB SITE		TOTAL HOURS
Mindon McIntosh	FROM: 7:30	TO: 4:30	8

ENGINEER IN CHARGE (NAME, RANK AND INITIALS):

Bryan Rerko, PE

DATE:

DISTRIBUTION: Original – Project Engineer
Copy – Contractor (as requested)

				Remarks	
General:					
Accidents:		Day of Week:	Contract Day:	Total Days:	
☒ No ☐ Yes See Accident Report Dated:		Wednesday	58	227	
Visitors:					

[illegible]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION
 City of Port Orange

700-010-13
 CONSTRUCTION
 08/09
 Page 1 of 3

Date: 1/10/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
-----------------	------------------------------------	---	----------------------------------

High Temp: 56	AM Conditions: Clear	PM Conditions: Clear
Low Temp: 40		

Remarks			
General:			
FIE on site.			
Item 715-4.XX Light Pole Complete; Contractor pre- dug a couple of locations identified on walk through.			
Item 630-2.12 Conduit , F&I, Directional Drill; Sub contractor set up at 20+42 LP #8 and bored West 266 LF to 17+75 LP #6.			
FIE placed millings and compacted when bore crew was done.			
Item 102-1 MOT; Contractor set up necessary sidewalk closure to perform the work.			
Accidents:		Day of Week:	Contract Day:
☒ No ☐ Yes See Accident Report Dated:		Thursday	59
Visitors: None		Total Days:	227

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Florida Industrial Electric	Supt	1	8	Foreman	2	8	Skilled	0	0
		Semi skilled	0	0	Common	5	8	Trainee	0	0
2.	Sub/Utility Advance Dir. Drilling	Supt	0	0	Foreman	1	8.5	Skilled	0	0
		Semi skilled	0	0	Common	1	8.5	Trainee	0	0
3.	Sub/Utility Florida Industrial Electric	Supt	0	0	Foreman	1	8.5	Skilled	0	0
		Semi skilled	0	0	Common	1	8.5	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck (Jose)	1	1	8
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	9983	2008 Ford F250 4x4 Ext. Cab Utility Truck	1	1	8
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	0	0
1	750-53	Triple Crown Dump Trailer	1	0	0
1	Rental	AC10 2003 Tow Behind Compressor	1	0	0
1	Rental	Skid Steer	1	1	2

Date: 1/10/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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				Remarks	
General:					
Accidents: ☒ No ☐ Yes See Accident Report Dated:			Day of Week: Thursday	Contract Day: 59	Total Days: 227
Visitors:					

[illegible]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION
City of Port Orange

700-010-13
CONSTRUCTION
06/08
Page 1 of 3

Date: 1/11/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
-----------------	------------------------------------	---	----------------------------------

High Temp: 68	AM Conditions: Clear	PM Conditions: Cloudy
Low Temp: 43		

Remarks			
General:			
FIE on site.			
Item 715-4.XX Light Pole Complete; Contractor pre- dug a couple of locations identified on walk through.			
Item 630-2.12 Conduit , F&I, Directional Drill; Sub contractor set up at 17+75 LP #6 and bored West 319 LF to 14+53 LP #4.			
FIE placed millings and compacted when bore crew was done.			
Item 102-1 MOT; Contractor set up necessary sidewalk closure to perform the work.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Friday	Contract Day: 60
Visitors: None		Total Days: 227	

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime	Supt	1	8	Foreman	2	8	Skilled	0	0
	Florida Industrial Electric	Semi skilled	0	0	Common	5	8	Trainee	0	0
2.	Sub/Utility	Supt	0	0	Foreman	1	9	Skilled	0	0
	Advance Dir. Drilling	Semi skilled	0	0	Common	1	9	Trainee	0	0
3.	Sub/Utility	Supt	0	0	Foreman	1	9	Skilled	0	0
	Florida Industrial Electric	Semi skilled	0	0	Common	1	9	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck (Jose)	1	1	9
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	9983	2008 Ford F250 4x4 Ext. Cab Utility Truck	1	1	8
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	0	0
1	750-53	Triple Crown Dump Trailer	1	0	0
1	Rental	AC10 2003 Tow Behind Compressor	1	0	0
1	Rental	Skid Steer	1	1	2

Date: 1/11/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
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				Remarks	
General:					
Accidents:			Day of Week:	Contract Day:	Total Days:
☒ No ☐ Yes See Accident Report Dated:			Friday	60	227
Visitors:					

[illegible]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DAILY REPORT OF CONSTRUCTION
City of Port Orange

700-010-13
CONSTRUCTION
06/09
Page 1 of 3

Date: 1/14/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
-----------------	---------------------------------	--------------------------------------	-------------------------------

High Temp: 61	AM Conditions: Cloudy	PM Conditions: Cloudy
Low Temp: 52		

Remarks			
General:			
FIE on site. 5 man crew plus the superintendent.			
Item 102-1 MOT; FIE set up the MOT for the sidewalk closures.			
Item 715-4.XX Light Pole Complete; FIE pre-dug a few locations, previously identified for adjustment.			
Item 630-2.12 Directional Drilling; ADDS set the bore rig up at location of LP #4 Sta. 14+53 and bored West 376 LF. to LP #1 Sta. 10+67.			
The City Utility Operations called (Jake) to notify FIE there was an issue at 304 Dunlawton Avenue, with a sewer lateral that had been damaged when ADDS bored through that location. The city had used there camera to verify the issue.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:		Day of Week: Monday	Contract Day: 63
Visitors: None		Total Days: 227	

Contractor(s) and Personnel										
#	Name	Type	#	Hrs	Type	#	Hrs	Type	#	Hrs
1.	Prime Florida Industrial Electric	Supt	1	8	Foreman	2	8	Skilled	0	0
		Semi skilled	0	0	Common	3	8	Trainee	0	0
2.	Sub/Utility Advance Dir. Drilling	Supt	0	0	Foreman	0	0	Skilled	1	8
		Semi skilled	0	0	Common	1	8	Trainee	0	0
3.	Sub/Utility Florida Industrial Electric	Supt	0	0	Foreman	0	0	Skilled	0	0
		Semi skilled	0	0	Common	0	0	Trainee	0	0
4.	Sub/Utility	Supt			Foreman			Skilled		
		Semi skilled			Common			Trainee		

Contractor(s) Equipment (Active or Idle)					
Contr/Sub #	Equipment ID	Description	# Pieces	# Used	Total Hours Used
1	2940	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	3186	2006 Ford F350 4x4 Crew Cab Utility Truck (Jose)	1	1	8
1	4981	2017 RAM 2500 4x4 Crew Cab Utility Truck	1	1	8
1	8991	2014 RAM 3500 4x4 Crew Cab Utility Truck	1	1	8
1	9983	2008 Ford F250 4x4 Ext. Cab Utility Truck	1	0	0
1	0292	2016 RAM 2500 4x4 Crew Cab Utility Truck	1	0	0
1	750-53	Triple Crown Dump Trailer	1	0	0
1	Rental	AC10 2003 Tow Behind Compressor	1	0	0
1	Rental	Skid Steer	1	0	0

Date: 1/14/2019	Federal Project No.: D517-050-B	Financial Project ID: 435591-1-58-01	Inspector: Mindon C. McIntosh
---------------------------	---	--	---

Remarks			
General: LP #1 adjusted 10' to the East due to High Power Transmission lines.			
Accidents: ☒ No ☐ Yes See Accident Report Dated:	Day of Week: Monday	Contract Day: 63	Total Days: 227
Visitors:			

[illegible]

FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 5

Contents:

- 1. Change Order 5 Special Foundations Work**
- 2. Entitlement Analysis**
- 3. Contractor Proposal Foundations & Anchor Bolts**
- 4. Contractor Proposal Remove & Replace LP28**

Submittal: 7/3/2019
Rev. 0

CHANGE ORDER NO. 5
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1-4: \$53,534.63	Changes in contract time from previous Change Orders: No. 1-4: 153 days
Contract Price prior to this Change Order: \$728,506.49	Contract Completion Date prior to this Change Order: Final Completion: December 27, 2019
Net Increase (decrease) of this Change Order No. 5: \$11,324.00	Changes in contract time requested this Change Order No. 5: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$739,830.49	Contract Times with all approved Change Orders: Final Completion: December 27, 2019

CHANGES ORDERED:

I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. REQUIRED CHANGES:

1. Light Pole 28 Foundation was installed per plans with a 30" diameter foundation. After installation, field measurements showed 35.5" from the back of curb to the foundation; however, the plans also require the sidewalk be 4 feet minimum (FDOT Index 310, Sheet 15 of 38). The cost is for installation and removal of the foundation.
2. Special Foundation Work:
 - a. Material cost of the 30" diameter foundation which cannot be used
 - b. Material cost of 2 spread footers which cannot be used and the delivery to Public Works
 - c. Material cost for 2 sets of anchor bolts

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. **JUSTIFICATION:** The adjustments are required to maintain federal eligibility.

IV. PAYMENT:

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTITY	BID QUANTITY	Δ QUANTITY	UNIT PRICE	TOTAL COST DIFF
N/A	LP 28 30" Foundation Install and Remove	L.S.	1	0	1	\$5,353.53	\$5,353.53
N/A	Special Foundation Work	L.S.	1	0	1	\$5,970.47	\$5,970.47
TOTAL							\$11,324.00

Acknowledgments:

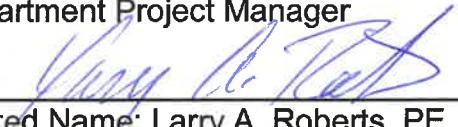
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

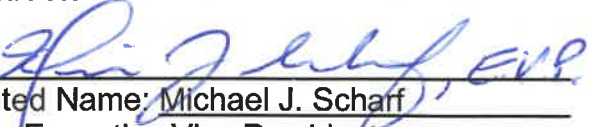
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: 
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

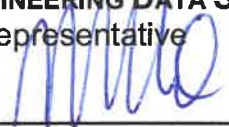
Date Signed: 11/13/2019

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: 
Printed Name: Michael J. Scharf
Title: Executive Vice President

Date Signed: 11/13/19

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: 
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: 11/15/2019

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: 
Printed Name: David King, PE
Title: Vice President

Date Signed: 11/15/19

APPROVED BY:

CITY OF PORT ORANGE

Department Head

By: Tim Burman

Printed Name: Tim Burman

Title: Community Development Director

Date Signed: 11-14-19

City Manager

By: _____

Printed Name: Michael H. Johansson

Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 5

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 5 Special Foundations Work

1. Change Order Number 5
2. Description: Special Foundations Work
3. Reasons for Change: Due unforeseen conditions, additional Work related to the foundations is required above and beyond the Contract's Scope of Work. This Work includes:
 - a. the removal of an already installed Light Pole foundation that was installed according to the design plans, but when measured was found to not provide the plan required 4 feet of pedestrian clearance (FDOT Index 310). The CEI recommended removal of the foundation and replacement with a smaller diameter foundation which would meet the clearance requirements. The costs include the original installation labor, the removal labor and material handling equipment.
 - b. the waste of foundations and anchor bolts that cannot be used by the project: Two spread footer foundations were required by the design plans but were found too large to fit at any foundation location due to subterranean utilities. The foundation loss of the original foundation for Light Pole 28 and the two spread footers resulted in the need for 2 replacement anchor bolts sets.
 - c. Engineer recommends Special Foundations Work be determined Federally Ineligible.
4. Time Analysis:

Amount Requested by Contractor:	0 days
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0 days
5. Cost Analysis:

Amount Requested by Contractor:	\$11,324.00
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$11,324.00
6. Reasons for Contractor's full or partial payment: Cost will be borne by the Local Agency.


Engineer Producing Analysis - Bryan Rerko, PE


Date

Change Proposal Rev 1

Contractor: Florida Industrial Electric

Description: *This is the cost proposal to pick up and deliver the 2 ea. spread footers and 1 ea, 30" x 7' foundation o the City of Port Orange. This proposal includes the time required to pick up and return the boom truck required for lifting and the cost for the anchor bolts only (2 sets of 4 each) for the 2 each additional 20" x 9'6" footers requested for the project.*

Project: S.R. 421 (Dunlawton Ave.) Ridgewood Ave. to Spruce Creek Rd.

Date: Friday, June 14, 2019

Labor Tabulation

Description	Quantity	Reg. Hours Worked	O.T. Hours Worked	Reg. Hourly Wage	O.T. Hourly Wage	Total Cost
Operator	1	4		\$17.00	\$25.50	\$68.00
Laborer	1	4		\$15.00	\$0.00	\$60.00

Sub Total	\$128.00
Per Diem Expense	\$0.00
Labor Burden	62.27%
Total Labor Cost	\$207.71

Equipment Tabulation

*Note: The Blue Book monthly rate is divided by 176, then multiplied by the regional adjustment factor and the product is added to the estimated operating cost to arrive at the adjusted hourly rate.

Description	Qty.	Hours Used	Blue Book Hourly Rate*	Total Cost
Boom Truck 0001	1	4	\$170.54	\$682.16

Total Equipment Cost	\$682.16
----------------------	----------

Material Tabulation

Description	Qty.	Unit	Unit Cost	Total Cost
30" x 7' Foundation	1	ea.	\$639.00	\$639.00
60" x 60" Spread Footers	2	ea.	\$1,399.00	\$2,798.00
1" x 46" Anchor Bolts Only (additional 20" x 9'6" footers)	2	sets	\$205.00	\$410.00

Subtotal Material Cost	\$3,847.00
Sales Tax	7%
Total Material Cost	\$4,116.29

Markup Tabulation

Description	Component Cost	Markup %	Cost
Labor	\$207.71	17.50%	\$244.05
Equipment	\$682.16	17.50%	\$801.54
Material	\$4,116.29	17.50%	\$4,836.64
Liability & Bond	\$5,882.23	1.50%	\$88.23

Subcontractor's Grand Total

\$5,970.47



FLORIDA INDUSTRIAL ELECTRIC

291 Specialty Point
Sanford, FL 32771
(407) 331-1551

January 07, 2019

RE:

Subject: Florida Industrial Electric's Labor Burden Break Down

Attn: To whom it may concern,

Please find below Florida Industrial Electric's Labor Burden Rate breakdown for the above referenced project :

Florida Industrial Electric, Inc.
Labor Burden Rate Break Down for 2018 / 2019

Social Security (FICA)	6.20 %
Medicare Tax	1.45 %
Florida State Unemployment (SUTA)	1.69 %
Federal Unemployment (FUTA)	.60 %
General Liability	2.671 %
Employee Benefits (Vacation / Holiday)	7.19 %
401 K Match	5.171 %
Medical / Dental	26.923 %
Workers Compensation	10.375 %

Total Labor Burden 62.27 %

If any additional information is required, please feel free to contact me at any time.

Regards,

Mike Scharf – Executive V.P. - FIE

Adjustments for 0001 in All Saved Models

May 31, 2019

Miscellaneous 6X4 45KGWV DSL

On-Highway Flatbed Trucks

Size Class:

33,001 - 45,000 GVW

Weight:

13898 lbs



Configuration for 6X4 45KGWV DSL

Axle Configuration	6X4	Horsepower	380.0
Maximum Gross Vehicle Weight	45000.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,145.00	\$880.00	\$220.00	\$33.00	\$36.75	\$54.62
Adjustments						
Region (Orlando, Florida: 101.6%)	\$50.32	\$14.08	\$3.52	\$0.53		
Model Year (2005: 85.6%)	(\$460.13)	(\$128.75)	(\$32.19)	(\$4.83)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$2,735.19	\$765.33	\$191.33	\$28.70	\$36.75	\$52.29

Non-Active Use Rates

Hourly

Standby Rate	\$10.72
Idling Rate	\$39.89

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48%	\$1,509.60/mo
Overhaul (ownership)	31%	\$974.95/mo
CFC (ownership)	9%	\$283.05/mo
Indirect (ownership)	12%	\$377.40/mo
Fuel (operating) @ 3.27	66%	\$24.35/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Adjustments for 0001A in All Saved Models

May 31, 2019

National 8100D (23 TON)

Telescopic Cranes For Truck Mounting

Size Class:

42,001 lbs & Over

Weight:

lbs


Configuration for 8100D (23 TON)

AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors

	Monthly	Weekly	Daily
Published Rates	\$6,601.00	\$2,742.00	\$946.00
Adjustments			
Region (: 100%)	-	-	-
User Defined			
Rental Rates (100%)	-	-	-
Total:	\$6,601.00	\$2,742.00	\$946.00
Date Last Updated: Dec 01, 2018			

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Invoice

Lindsay Precast Inc
13365 Southern Precast Dr.
Alachua, FL 32615

Telephone: 386-462-2015

Invoice No.	50514
Customer No.	F00325

Bill To
FLORIDA INDUSTRIAL ELECTRIC, INC. 291 SPECIALTY POINT SANFORD, FLORIDA 32771

Ship To
FLORIDA INDUSTRIAL ELECTRIC, INC. CITY OF PORT ORANGE PROJECT 83002 VOLUSIA COUNTY, FLORIDA

Contact:
Telephone: 407-379-1718
E-mail:

Contact:
Telephone: 407-379-1718
E-mail:

Invoice Date	Order Date	SO Number	Ordered By	Customer PO Number	Payment Method
05/09/19	05/09/19		38436	83002-003	Net 30 days
Warehouse	Ship Via	F.O.B.	Salesperson	Resale Number	
MAIN	WILLIAMS BROTHERS		KEITH DAVIS		
Order Quantity	Ship Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	Y	PB>5000 30" DIA. X 84" POLE BASES	639.00	4,473.00
2	2	Y	PB>5000 60" X 60" X 16" SPREADFOOTERS	1,399.00	2,798.00
LOAD# 7 QUOTE#	23290R-05				

Print Date	05/10/19
Print Time	01:39:47 PM
Page No.	1

Total Paid	0.00
Balance Due	7,707.26
Due Date	06/08/19

Subtotal	7,271.00
Freight	0.00
6.000 %Sales Tax	436.26
Invoice Total	7,707.26

Printed By: Kim Langford

QUOTE

DATE	5/31/2019
QUOTE #	1061
CUSTOMER ID	
VALID UNTIL	6/30/2019

FIE
City of Port Orange/Dunlawton Ave Lighting
PO #83002-001/ Anchor Bolt change

DESCRIPTION	UNIT PRICE	QTY	TAXED	AMOUNT
Set of Anchor bolts per approved shop drawings	205.00	2		410.00
Freight included in price.				

1. Poles Sized per QPL and AASHTO.
2. Freight is FOB factory prepaid and allowed.
3. Pricing is valid for 30 days and shipment within 6 months.
4. Preshipment of anchor bolts is included.
5. Lead times based on current business conditions.
6. Payment Terms: Net 30 Days
7. Pole ID Tags & Pole foundations are not included..
8. Splice/Gel Caps are not included.

Subtotal	\$ 410.00
Taxable	\$ -
Tax rate	
Tax due	
Other	\$ -
TOTAL	\$ 410.00

Thank You For Your Business!

FIE Job No: 83002 FIN # 435591-1-58-01

Change Proposal Rev 1

Contractor: Florida Industrial Electric

Description: This is a cost proposal for the original install and to remove the 30" diameter foundation then replace with a 20" diameter foundation for pole # 28 as requested by the City of Port Orange.
This proposal includes 2 hrs to pick up and return the boom truck required for pulling foundation

Project: S.R. 421 (Dunlawton Ave.) Ridgewood Ave. to Spruce Creek Rd.

Date: Friday, June 14, 2019

Labor Tabulation

Description	Quantity	Reg. Hours Worked	O.T. Hours Worked	Reg. Hourly Wage	O.T. Hourly Wage	Total Cost
Original Foundation Install						
Foreman	1	4		\$30.00	\$45.00	\$120.00
Operator (Auger)	1	4		\$22.00	\$33.00	\$88.00
Operator (Fork Lift)	1	4		\$17.00	\$25.50	\$68.00
Skilled Laborer	1	4		\$16.00	\$24.00	\$64.00
Laborer	1	4		\$15.00	\$22.50	\$60.00
Remove & Replace Foundation						
Foreman	1	6		\$30.00	\$45.00	\$180.00
Operator (Boom Truck)	1	8		\$22.00	\$33.00	\$176.00
Operator (Auger)	1	6		\$17.00	\$25.50	\$102.00
Skilled Laborer	1	6		\$16.00	\$24.00	\$96.00
Laborer	1	6		\$15.00	\$22.50	\$90.00

Sub Total \$1,044.00
Per Diem Expense \$0.00
Labor Burden 62.27%
Total Labor Cost \$1,694.10

Equipment Tabulation

*Note: The Blue Book monthly rate is divided by 176, then multiplied by the regional adjustment factor and the product is added to the estimated operating cost to arrive at the adjusted hourly rate.					
Description	Qty.	Hours Used	Blue Book Hourly Rate*		Total Cost
Original Foundation Install					
Utility Truck 2940	1	4	\$16.33		\$65.32
Pick Up Truck 3186	1	4	\$22.76		\$91.04
Dump (Tilt) Trailer	1	4	\$9.26		\$37.04
Air Compressor AC-10	1	4	\$16.50		\$66.00
Skid Steer	1	4	\$23.21		\$92.84
Mini Exc. (Auger)	1	4	\$30.63		\$122.52
Telehandler Fork Lift	1	4	\$51.96		\$207.84
Plate Compactor	1	4	\$3.57		\$14.28
Remove & Replace Foundation					
Utility Truck 2940	1	6	\$16.33		\$97.98
Pick Up Truck 3186	1	6	\$22.76		\$136.56
Dump (Tilt) Trailer	1	6	\$9.26		\$55.56
Boom Truck	1	8	\$170.54		\$1,364.32
Air Compressor AC-10	1	6	\$16.50		\$99.00
Skid Steer	1	6	\$23.21		\$139.26
Mini Exc. (Auger)	1	6	\$30.63		\$183.78
Plate Compactor	1	6	\$3.57		\$21.42

Total Equipment Cost \$2,794.76

Material Tabulation

Description	Qty.	Unit	Unit Cost	Total Cost

Subtotal Material Cost \$0.00

Sales Tax 7%

Total Material Cost \$0.00

Markup Tabulation

Description	Component Cost	Markup %	Cost
Labor	\$1,694.10	17.50%	\$1,990.57
Equipment	\$2,794.76	17.50%	\$3,283.84
Material	\$0.00	17.50%	\$0.00
Liability & Bond	\$5,274.41	1.50%	\$79.12

Subcontractor's Grand Total

\$5,353.53



Florida Industrial Electric
291 Specialty Point
Sanford, Florida 32771
P: (407) 331-1551

Project: 83002 - 83002 - FPID 435591-1-58-01 -
SR 421 (Dunlawton Ave)
Dunlawton from Ridgewood to
Port Orange, Florida 32129

Daily Log: Friday 2/22/2019

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
65°F	81°F	72°F	0.00 in.	0.01 in.	0.01 in.	62%	86%	100%	67°F	5.3 mph	8 mph	8 mph

DAILY SNAPSHOT

06:00 AM	09:00 AM	12:00 PM	03:00 PM	06:00 PM	09:00 PM
partly-cloudy-night 67°F	partly-cloudy-day 73°F	partly-cloudy-day 79°F	partly-cloudy-day 81°F	partly-cloudy-day 74°F	clear-night 68°F

OBSERVED WEATHER CONDITIONS

No.	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	No						

TIMECARD ENTRY

Employee	Cost Code	Type	Billable?	Hours
Patrick Skipper	101-1 - Mobilization	Regular Time	No	4.0
Description:				
Daniel Schardin	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Foundations only				
Julian Moise	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Foundations only				
Jose Campos	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Foundations only				
Joe Heberling	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description:				
David Anderson	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Foundations only				
Justin Peebles	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0
Description: Operator forklift, foundations only				

TIMECARD ENTRY

Employee	Cost Code	Type	Billable?	Hours
Jeff Cox	715C-411 - Light Pole Complete, F&I, Stan	Regular Time	Yes	8.0

Description: Operator mini-x, foundations only

EQUIPMENT LOG

No.	Equipment Name	Cost Code	Hrs Operating	Hrs Idle	Inspected?	Inspection Time	Location
1	2940 2016 Ram 2500 4x4 Crew Cab Utility Truck		0.0	0.0	No	07:32 AM	
	Notes:						
2	0292 2016 Ram 3500 4x4 Crew Cab Utility Truck		0.0	0.0	No	07:32 AM	
	Notes:						
3	4981 2017 Ram 4x4 Crew Cab Utility Truck		0.0	0.0	No	07:33 AM	
	Notes:						
4	9983 2008 Ford F250 4x4 Ext Cab Utility Truck		0.0	0.0	No	07:33 AM	
	Notes:						
5	3186 2006 Ford F350 4x4 Crew Cab Utility Truck		0.0	0.0	No	07:33 AM	
	Notes:						
6	AC10 2003 Sullivan 185CFM Tow Behind Compressor		0.0	0.0	No	07:33 AM	
	Notes:						
7	750-47 2006 Emerson Equipment Trailer		0.0	0.0	No	07:33 AM	
	Notes:						
8	750-53 2015 Triple Crown Dump Trailer		0.0	0.0	No	07:33 AM	
	Notes:						
9	Skid Steer Rental		0.0	0.0	No	07:34 AM	
	Notes:						
10	Mini Excavator Rental		0.0	0.0	No	07:34 AM	
	Notes:						
11	Telehandler Forklift Rental		0.0	0.0	No	07:34 AM	
	Notes:						
12	Plate Tamper Small Rental		0.0	0.0	No	07:34 AM	
	Notes:						

QUANTITY LOG

No.	Cost Code	Location	Units	Quantity
1	715C-411 - Light Pole Complete, F&I, Stan	Pole #27		0.4
	Comments: Foundation only			
2	715C-411 - Light Pole Complete, F&I, Stan	Pole #28		0.4
	Comments: Foundation only			

By

Date

Copies To



FLORIDA INDUSTRIAL ELECTRIC

291 Specialty Point
Sanford, FL 32771
(407) 331-1551

January 07, 2019

RE:

Subject: Florida Industrial Electric's Labor Burden Break Down

Attn: To whom it may concern,

Please find below Florida Industrial Electric's Labor Burden Rate breakdown for the above referenced project :

Florida Industrial Electric, Inc.
Labor Burden Rate Break Down for 2018 / 2019

Social Security (FICA)	6.20 %
Medicare Tax	1.45 %
Florida State Unemployment (SUTA)	1.69 %
Federal Unemployment (FUTA)	.60 %
General Liability	2.671 %
Employee Benefits (Vacation / Holiday)	7.19 %
401 K Match	5.171 %
Medical / Dental	26.923 %
Workers Compensation	10.375 %

Total Labor Burden 62.27 %

If any additional information is required, please feel free to contact me at any time.

Regards,

Mike Scharf — Executive V.P. - FIE

Adjustments for 2940 in All Saved Models

June 14, 2019

Miscellaneous 4X4 3/4 165 CREW GAS

On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
 Weight:
5500 HP



Configuration for 4X4 3/4 165 CREW GAS

Axle Configuration	4X4	Cab Type	Crew
Horsepower	165.0	Power Mode	Gasoline
Ton Rating	3/4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$850.00	\$240.00	\$60.00	\$9.00	\$11.70	\$16.53
Adjustments						
Region (Florida: 96.9%)	(\$26.35)	(\$7.44)	(\$1.86)	(\$0.28)		
Model Year (2016: 99%)	(\$8.24)	(\$2.33)	(\$0.58)	(\$0.09)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$815.41	\$230.23	\$57.56	\$8.63	\$11.70	\$16.33

Non-Active Use Rates

	Hourly
Standby Rate	\$3.29
Idling Rate	\$13.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$459.00/mo
Overhaul (ownership)	29%	\$246.50/mo
CFC (ownership)	7%	\$59.50/mo
Indirect (ownership)	10%	\$85.00/mo
Fuel (operating) @ 2.75	74%	\$8.62/hr

Revised Date: 1st half 2019

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The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

Adjustments for 3186 in All Saved Models

May 31, 2019

Miscellaneous 4X4 1 325 CREW DSL

On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
8800 HP

Configuration for 4X4 1 325 CREW DSL

Axle Configuration	4X4	Cab Type	Crew
Horsepower	325.0	Power Mode	Diesel
Ton Rating	1.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,155.00	\$325.00	\$81.00	\$12.00	\$16.90	\$23.46
Adjustments						
Region (Florida: 96.9%)	(\$35.81)	(\$10.07)	(\$2.51)	(\$0.37)		
Model Year (2006: 92.2%)	(\$87.30)	(\$24.56)	(\$6.12)	(\$0.91)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$1,031.90	\$290.36	\$72.37	\$10.72	\$16.90	\$22.76

Non-Active Use Rates

Hourly

Standby Rate	\$4.16
Idling Rate	\$18.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$623.70/mo
Overhaul (ownership)	29%	\$334.95/mo
CFC (ownership)	7%	\$80.85/mo
Indirect (ownership)	10%	\$115.50/mo
Fuel (operating) @ 3.27	75%	\$12.75/hr

Revised Date: 1st half 2019

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Rental Rate Blue Book®

May 31, 2019

Miscellaneous 20 TON

Tilt Deck Utility Trailers

Size Class:

All

Weight:

8250 UNKNOWN


Configuration for 20 TON

Capacity	20.0 t	Deck Length	18' - 24'
Number Of Axles	2.0	Number Of Tires	8.0

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$925.00	\$260.00	\$65.00	\$10.00	\$4.00	\$9.26
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$925.00	\$260.00	\$65.00	\$10.00	\$4.00	\$9.26

Non-Active Use Rates

	Hourly
Standby Rate	\$3.73
Idling Rate	\$5.26

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$416.25/mo
Overhaul (ownership)	29%	\$268.25/mo
CFC (ownership)	8%	\$74.00/mo
Indirect (ownership)	18%	\$166.50/mo

Fuel cost data is not available for these rates.

Revised Date: 1st half 2019

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Adjustments for AC10 in All Saved Models

June 14, 2019

Sullivan-Palatek D185Q6JD

Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cfm
Weight:
2600 cu ft



Configuration for D185Q6JD

Air Delivery Rating	185.0 cu ft/min	Horsepower	76.0
Power Mode	Diesel	Rated Pressure @ Psi	125.0

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$685.00	\$190.00	\$48.00	\$7.00	\$12.65	\$16.54
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2016: 98.9%)	(\$7.53)	(\$2.09)	(\$0.53)	(\$0.08)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$677.47	\$187.91	\$47.47	\$6.92	\$12.65	\$16.50

Non-Active Use Rates

	Hourly
Standby Rate	\$1.35
Idling Rate	\$12.80

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	\$157.55/mo
Overhaul (ownership)	65%	\$445.25/mo
CFC (ownership)	6%	\$41.10/mo
Indirect (ownership)	6%	\$41.10/mo
Fuel (operating) @ 3.27	71%	\$8.95/hr

Revised Date: 1st half 2019

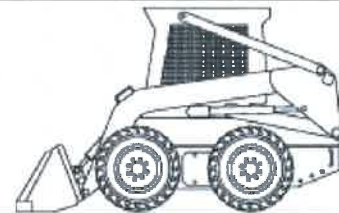
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Rental Rate Blue Book®

June 14, 2019

Case 420 SERIES 3 (disc. 2011)
Skid Steer Loaders

Size Class:
1751 - 2200 lbs
Weight:
6605 lbs

Configuration for 420 SERIES 3 (disc. 2011)

Hydraulic Tank Capacity	7.1 gal	Net Horsepower	69.0 hp
Operating Capacity (Sae)	1850.0 lbs	Operator Protection	ROPS/FOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$2,615.00	\$730.00	\$185.00	\$28.00	\$17.50	\$32.36
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2011: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$2,615.00	\$730.00	\$185.00	\$28.00	\$17.50	\$32.36

Non-Active Use Rates

	Hourly
Standby Rate	\$5.20
Idling Rate	\$23.21

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	22%	\$575.30/mo
Overhaul (ownership)	65%	\$1,699.75/mo
CFC (ownership)	5%	\$130.75/mo
Indirect (ownership)	8%	\$209.20/mo
Fuel (operating) @ 3.27	48%	\$8.35/hr

Revised Date: 1st half 2019

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BRANCH L77
1472 NORTH NOVA ROAD
DAYTONA BEACH FL 32117
386-248-3951
386-248-3994 FAX

Job Site
Address

DUNLAWTON AVE LIGHTS
4545 S RIDGEWOOD AVE
PORT ORANGE FL 32127-4524

Office: 407-331-1551 Cell: 407-948-5993

5.1.1729 1 MB 0.425 21921S11.p01 008704 1-1 0



FLORIDA INDUSTRIAL ELECTRIC
291 SPECIALTY PT
SANFORD FL 32771-6621

RENTAL RETURN INVOICE

165181664-008

Customer # : 269653
Invoice Date : 05/21/19
Rental Out : 01/16/19 08:00 AM
Rental In : 05/20/19 01:49 PM
UR Job Loc : 4545 S RIDGEWOOD AVE
UR Job # : 65
Customer Job ID:
P.O. # : 83002-800-3
Ordered By : EDGAR DROPP
Reserved By : DARYLE ACREE
Salesperson : CHRISTOPHER HAUN

Invoice Amount: \$1,320.32

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84873
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	907/0535	MINI EXCAVATOR BUCKET 18"					N/C
1	10691795	MINI EXCAVATOR AUGER POWER UNIT Make: PALADIN Model: 122714 Serial: 487786 Meter out: 1.00 Meter in: 2.00		245.00	455.00	855.00	855.00
1	903/5624	SKID STEER AUGER BIT 24"		30.00	86.00	171.00	171.00
1	903/5630	SKID STEER AUGER BIT 30"		40.00	99.00	205.00	198.00

Rental Subtotal: 1,224.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 15.730	EACH	15.73
Sales/Misc Subtotal:				15.73

Agreement Subtotal: 1,239.73
Tax: 80.59
Total: 1,320.32

COMMENTS/NOTES:

CONTACT: JOE
CELL#: 407-948-5993
2NDARY-JOSE-407-557-0341

FINAL BILL: 5/08/19 08:00 AM THRU 5/20/19 01:49 PM.

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URControlSupport@ur.com

Page: 1

Rental Rate Blue Book®

June 14, 2019

Traverse Lift F1044 (disc. 2004)

Telescoping Boom Rough Terrain Lift Trucks



Size Class:

4.5 - 4.9 MTons

Weight:

26000 MT

Configuration for F1044 (disc. 2004)

Base Capacity	10000.0 lbs	Horsepower	116.0
Maximum Lift Height	531.0 in	Maximum Reach	363.0 in
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,385.00	\$1,230.00	\$310.00	\$47.00	\$27.05	\$51.96
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2004: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$4,385.00	\$1,230.00	\$310.00	\$47.00	\$27.05	\$51.96

Non-Active Use Rates

Hourly

Standby Rate	\$10.22
Idling Rate	\$35.57

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29%	\$1,271.65/mo
Overhaul (ownership)	59%	\$2,587.15/mo
CFC (ownership)	6%	\$263.10/mo
Indirect (ownership)	6%	\$263.10/mo
Fuel (operating) @ 3.27	39%	\$10.66/hr

Revised Date: 1st half 2019

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Rental Rate Blue Book®

June 14, 2019

Multiquip MVC64VHW

Hand Held Vibratory Plate Compactors

Size Class:

To 95 Kg

Weight:

155 Kg


Configuration for MVC64VHW

Horsepower 3.5 Power Mode Gasoline

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$250.00	\$70.00	\$18.00	\$3.00	\$2.15	\$3.57
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$250.00	\$70.00	\$18.00	\$3.00	\$2.15	\$3.57

Non-Active Use Rates

	Hourly
Standby Rate	\$1.04
Idling Rate	\$2.29

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	\$150.00/mo
Overhaul (ownership)	27%	\$67.50/mo
CFC (ownership)	5%	\$12.50/mo
Indirect (ownership)	8%	\$20.00/mo
Fuel (operating) @ 2.75	40%	\$0.87/hr

Revised Date: 1st half 2019

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Adjustments for 0001 in All Saved Models

May 31, 2019

Miscellaneous 6X4 45KGVW DSL

On-Highway Flatbed Trucks

Size Class:

33,001 - 45,000 GVW

Weight:

13898 lbs

Configuration for 6X4 45KGVW DSL

Axle Configuration	6X4	Horsepower	380.0
Maximum Gross Vehicle Weight	45000.0 lbs	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,145.00	\$880.00	\$220.00	\$33.00	\$36.75	\$54.62
Adjustments						
Region (Orlando, Florida: 101.6%)	\$50.32	\$14.08	\$3.52	\$0.53		
Model Year (2005: 85.6%)	(\$460.13)	(\$128.75)	(\$32.19)	(\$4.83)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$2,735.19	\$765.33	\$191.33	\$28.70	\$36.75	\$52.29

Non-Active Use Rates

	Hourly
Standby Rate	\$10.72
Idling Rate	\$39.89

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48%	\$1,509.60/mo
Overhaul (ownership)	31%	\$974.95/mo
CFC (ownership)	9%	\$283.05/mo
Indirect (ownership)	12%	\$377.40/mo
Fuel (operating) @ 3.27	66%	\$24.35/hr

Revised Date: 1st half 2019

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Adjustments for 0001A in All Saved Models

May 31, 2019

National 8100D (23 TON)

Telescopic Cranes For Truck Mounting

Size Class:

42,001 lbs & Over

Weight:

lbs



Configuration for 8100D (23 TON)

AED Rental Rates

These rental rates reflect an average for equipment of this type and size. Rates shown for specific brands or models are provided for convenience only. Rates charged by rental companies for specific brands or models will vary depending on many factors.

	Monthly	Weekly	Daily
Published Rates	\$6,601.00	\$2,742.00	\$946.00
Adjustments			
Region (: 100%)	-	-	-
User Defined			
Rental Rates (100%)	-	-	-
Total:	\$6,601.00	\$2,742.00	\$946.00
Date Last Updated: Dec 01, 2018			

The equipment represented in this report has been exclusively prepared for EDGAR DROPP (edgar.dropp@fie-inc.com)

**FPID 435591-1-58-01
SR 421 (Dunlawton) Lighting from Spruce
Creek Road to SR 5 (US1)
Change Order 6**

Contents:

- 1. Change Order 6 Pole 6 Relocation**
- 2. Entitlement Analysis**
- 3. 2019 May 29 D5 ROW Request**
- 4. 1977 Revised FDOT ROW Map Sheet 15**
- 5. 2019 May 24 Proposed Location Pole 6**

Submittal: 7/24/2019

Rev. 0

CHANGE ORDER NO. 6
To Construction Contract dated 9/14/2018
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., Contractor

Project: FPN 435591-1-58-01 SR 421 (Dunlawton) Street Lighting from Spruce Creek Road to SR 5 (US 1), ITB #17-32, Project AIO016

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$674,971.86	Original Contract Times Substantial Completion: 227 days Final Completion +30 days
Net changes from previous Change Order: No. 1-5: \$64,858.63	Changes in contract time from previous Change Orders: No. 1-5: 153 days
Contract Price prior to this Change Order: \$739,830.49	Contract Completion Date prior to this Change Order: Final Completion: December 27, 2019
Net Increase (decrease) of this Change Order No. 6: \$1,753.70	Changes in contract time requested this Change Order No. 6: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$741,584.19	Contract Times with all approved Change Orders: Final Completion: December 27, 2019

CHANGES ORDERED:

I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on September 14, 2018.

II. **REQUIRED CHANGES:**

Construct Light Pole 6 at a different location in the FDOT Right-of-Way than planned due to an unforeseen conflict with the FDOT's ITS Fiber Optic Cable. Changes are overruns to the Bid Quantities at the Bid Amounts.

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. **JUSTIFICATION:** There is inadequate space available at the planned location due to the presence of a backbone FDOT ITS Fiber Optic Cable. The FDOT owns right-of-way at the corner of SR 421 and Roselle St. which is eighteen feet away. The requested dollars are overruns to the original contract amounts, at the contract amounts. The requested dollars are the minimum required to construct the planned pole at a location clear of the ITS Fiber Optic Cable.

IV. **PAYMENT:**

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTITY	BID QUANTITY	Δ QUANTITY	UNIT PRICE	TOTAL COST DIFF
570-1-2	Performance Turf, Sod, Incl. Fertilizer	SY	389	378	11	\$7.17	\$78.87
630-2-11	Conduit, F&I, Open Trench	LF	821	803	18	\$7.76	\$139.68
635-2-11	Pull & Splice Box, F&I, 13"x24" Cover Size	EACH	80	78	2	\$730.66	\$1,461.32
715-1-12	Lighting Conductors, F&I, Insulated, No. 8-6	LF	26,160	26,091	69	\$1.07	\$73.83
TOTAL							\$1,753.70

Acknowledgments:

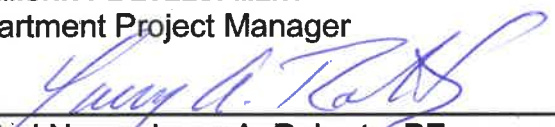
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: 
Printed Name: Larry A. Roberts, PE
Title: Community Development Engineer

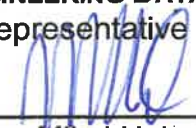
Date Signed: 11/13/2019

ACCEPTED BY:
THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.
Contractor

By: 
Printed Name: Michael J. Scharf
Title: Executive Vice President

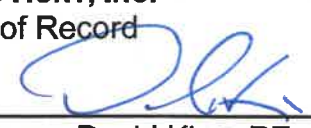
Date Signed: 11/13/19

RECOMMENDED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
City's CEI Representative

By: 
Printed Name: Mikal Hale, PE
Title: Senior Project Manager

Date Signed: 11/15/2019

RECOMMENDED BY:
MEAD AND HUNT, INC.
Engineer of Record

By: 
Printed Name: David King, PE
Title: Vice President

Date Signed: 11/15/19

APPROVED BY:

CITY OF PORT ORANGE
Department Head

By: 

Printed Name: Tim Burman

Title: Community Development Director

Date Signed: 11-14-19

City Manager

By: _____

Printed Name: Michael H. Johansson

Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

FPID 435591-1-58-01 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US1), ITB #17-32 – Change Order 6

Local Agency: City of Port Orange

Contractor: The New Florida Industrial Electric, Inc.

ENTITLEMENT ANALYSIS FOR CHANGE ORDER NO. 6 Relocate Light Pole 6

1. Change Order Number 6
2. Description: Construct Pole 6 at a different location than planned due to discovered conflict with FDOT ITS Fiber Optic Cable.
3. Reasons for Change: Due unforeseen conditions (FDOT fiber optic), additional Work related to relocate this pole foundation is required above and beyond the Contract's Scope of Work. This Work includes:
 - a. The change is required to construct the standard, tenon mount light on a standard 30" foundation 18-ft away from the design location in order to avoid the FDOT ITS Fiber Optic Cable.
 - b. The change better centers the pole between poles 5 and 7.
 - c. The change maintains the integrity of a compliant accessible concrete sidewalk ramp at Roselle and SR 421.
 - d. Contract overruns are required to construct the pole at the different location since directional drilling of project conduits is complete and the Contractor could not have known of the conflict prior to directional bore.
4. Time Analysis:

Amount Requested by Contractor:	0 days
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	0 days
5. Cost Analysis:

Amount Requested by Contractor:	\$1,753.70
Percentage Entitlement:	100%
Entitlement Amount (CEI's Estimate):	\$1,753.70

There is no change in the Contract Line item for a Standard Light Pole with a Standard Foundation for this pole. The Light Pole complete is proposed Federally Eligible.

There are overruns in selected quantities to bring electric current to the proposed location. Those costs are found to be the minimum to successfully energize the light. The overrun items are proposed Federally Eligible:

570-1-2	Performance Turf, Sod, includes fertilizer	378	SY	\$7.17	\$2,710.26	0.00	11.00	0.00	\$78.87
630-2-11	Conduit, F&I, Open Trench	803	LF	\$7.76	\$6,231.28	0.00	18.00	18.00	\$139.68
630-2-12	Conduit, F&I, Directional Bore	8706	LF	\$15.60	\$135,813.60				
635-2-12	Pull & Splice Box, F&I, 13"x24" Cover Size	78	EACH	\$730.66	\$56,991.48	0.00	2.00	2.00	\$1,461.32
639-1-121	Electrical Power Service, Furnished By Other	2	AMBY	\$2,925.59	\$5,851.18				
715-4-70	Light Pole Complete, Remove Pole & Foundation	6	EACH	\$400.80	\$2,404.80				
715-1-12	Lighting Conductors, F&I, Insulated, No. 8-6	26091	LF	\$1.07	\$27,917.37	0.00	69.00	69.00	\$73.83

6. Project Correspondence:

- a. May 29, 2019 email from D5 Construction Special Projects requiring proof of easement.
- b. June 24, 2019 email from Local Agency Right-of-Way Agent Linda Johnson transmitting July 1977 FDOT Right-of-Way map.
- c. Sketch of Local Agency's request for concurrence to locate pole at Roselle Street and SR 421 intersection.

BR

Engineer Producing Analysis - Bryan Rerko, PE

7/24/19
Date

Roberts, Larry

From: White, Deb <Deb.White@dot.state.fl.us>
Sent: Wednesday, May 29, 2019 4:09 PM
To: Roberts, Larry; D5-Construction Special Projects; Tomlinson, Margaret
Cc: LAP Projects Port Orange
Subject: [EXT] RE: FPN 435591-1 SR 421 (Dunlawton) Lighting from Spruce Creek Rd to SR 5 (US 1)
Attachments: 2019 May 8 Affirmation of backs of walk.pdf; 2019 May 24 Proposed Location Pole 6.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Larry,

Thank you for the submittal.

The City is proposing the relocation of pole 6 into the City's R/W.

Please provide proof of easement for the proposed location.

To determine federal eligibility of the overrun items resulting from the relocation, the City will **need to submit a change order for the revision and additional quantities**. As we discussed in the QA meeting last week, the purpose of the submittal received today was for Department review of the new location only.

Please provide proof of easement by **COB 5/31/2019.**

Thankyou

*Deborah White
RK&K
Florida Department of Transportation Consultant
D-5 Construction Special Projects
719 South Woodland Blvd MS-3506
Deland, Florida 32720-6834
(386) 943-5396 (office)
Email: Deb.White@dot.state.fl.us
www.fdot.gov*

From: Roberts, Larry [mailto:lroberts@port-orange.org]
Sent: Tuesday, May 28, 2019 5:04 PM
To: D5-Construction Special Projects <D5-ConstructionSpecialProjects@dot.state.fl.us>
Cc: LAP Projects Port Orange <LAPprojects@port-orange.org>; Rerko, Bryan <bryan.rerko@aecom.com>; Mikal R. Hale <mhale@teds-fl.com>
Subject: FPN 435591-1 SR 421 (Dunlawton) Lighting from Spruce Creek Rd to SR 5 (US 1)

EXTERNAL SENDER: Use caution with links and attachments.

Good Day,

The Local Agency requests concurrence to construct Pole 6 in its Right-of-Way to miss the FDOT's ITS Fiber Optic cable. The cable was revealed 17-inches closer to the back of curb than the back of sidewalk. A pre-dig hole determined the accurate ITS location and revealed that the light pole must be placed in the center of the sidewalk to honor the fiber optic cable. Moving the pole west would conflict with the existing, compliant HC ramp. Moving the pole east would likely encounter the FOC with the same resultant mid-sidewalk pole location. In this streetscape, Local Agency is generally aligning the foundations with the back of sidewalk.

Local Agency recommends placing the pole in the Agency's Right-of-Way.

Right of Way in the sketch is slightly mis-registered. The Local Agency's surveyor reports the SR 421 Right of Way at the back of sidewalk. Local Agency measured the distance from back of sidewalk to back of sidewalk at this location to be 89.6-feet. Right-of-Way width is 90-feet. Local Agency believes the Right-of-Way falls on the backs of both sidewalks as reported by the Surveyor and the sketch Right-of-Way is slightly misregistered.

Directional drilling completed to date has a conduit end very near, but not coincident with the pre-dig location. A pull box was originally planned and is still planned.

Local Agency requests the following:

- 1) Light pole complete be constructed with the originally designed standard tenon mount pole on the originally designed standard 30-inch diameter foundation (Pay Item 715-4-11) in the Agency's Right-of-Way.
- 2) Light pole complete (Pay Item 715-4-11) be affirmed Federally Eligible.
- 3) Pull box at end of completed directional drilled conduit at the 2019 April 17 location be affirmed Federally Eligible.
- 4) Eighteen feet of open trench conduit from 2019 April 17 pull box location to proposed location be affirmed Federally Eligible.
- 5) An additional pull box at base of proposed Pole 6 location be affirmed Federally Eligible.
- 6) Sixty-nine linear feet of #6 conductor from casing end to additional pull box be affirmed Federally Eligible.

Regards,

Larry A. Roberts, P. E., C.F. M.
Community Development Engineer
City of Port Orange
Community Development
1000 City Center Circle
Port Orange, FL 32129
Phone: (386) 506-5665
Fax: (386) 506-5669
lroberts@port-orange.org
www.port-orange.org



POWER'S
M.B. 10

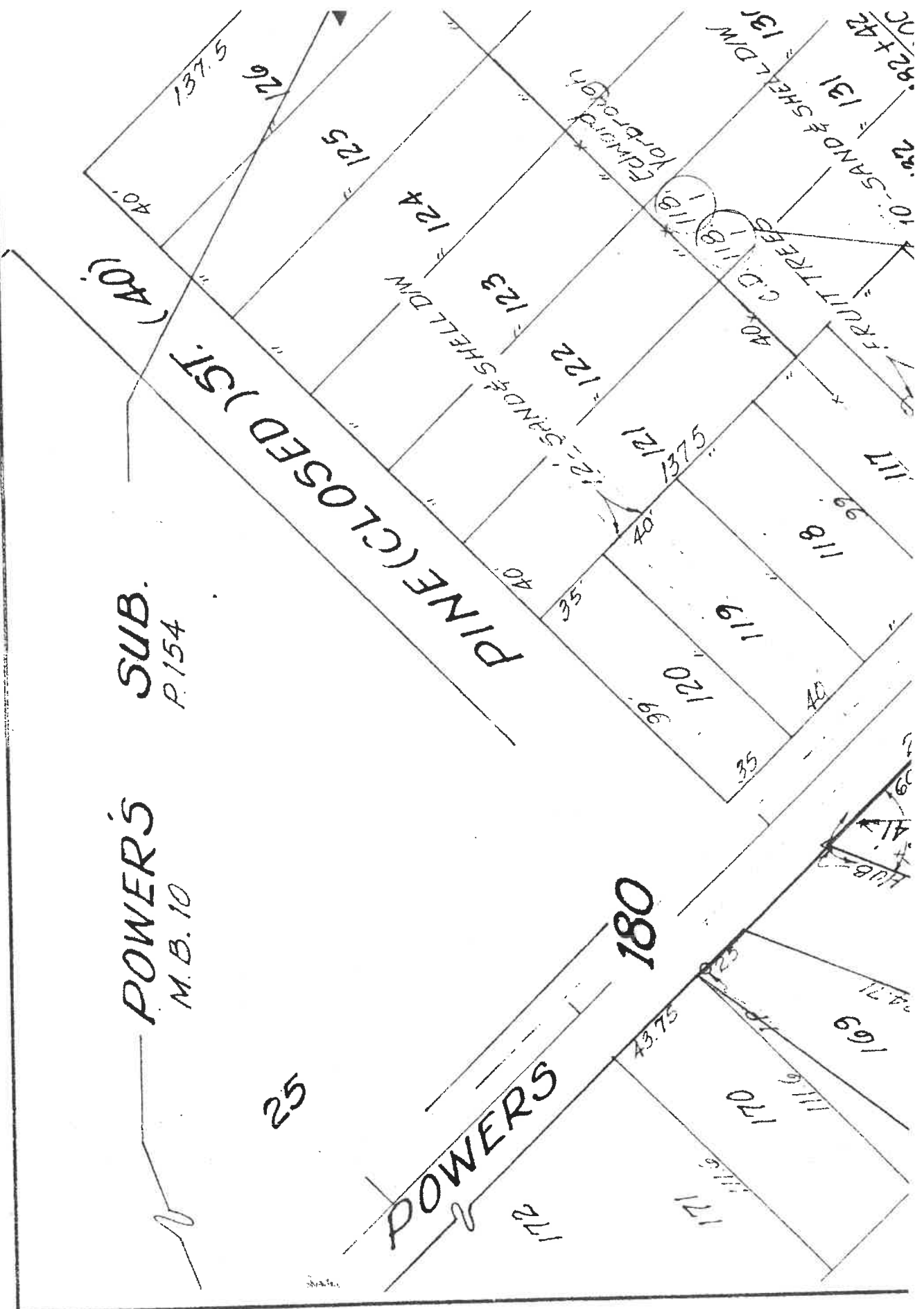
SUB.
P. 154

25

POWER'S

180

PINE (CLOSED) ST. (40')



Show search results for 608 Ros...

FPN 435591-1 SR 421 (Dunlawton) Lighting
Spruce Creek Road to SR 5 (US 1)

Sketch request for concurrence to construct
Pole 6 clear of ITS fiber optic cable.

Pole 7
SR 421 ROW

2019 April 17 Pole 6 Location

2019 May 24
Proposed Pole 6,
Roselle ROW

Pole 5, Powers ROW





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B10d) Approval of One Year Extension of Billboard Lease 13140 on I-4

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to Approve One-Year Extension of Billboard Lease 13140 with Clear Channel Outdoors

SUMMARY: The City leased land to Clear Channel Outdoors along I-4 entered into a lease with Clear Channel Outdoors in November 2003 for the purpose of operating and maintaining a billboard. The lease expires on December 31, 2019 and Clear Channel recently approached the City about an extension.

Staff has been and is currently researching options regarding this lease and would like more time to explore those options. In order to successfully complete this research, staff is requesting (and Clear Channel is amenable to) a one-year extension under the current lease terms.

The specific location of this billboard is I-4, approximately 3.8 miles West of I-95. The City currently receives \$6,798.57, which is increased each year by CPI. Based on this formula, calendar year 2020's revenue would be about \$6,927.74 (if the increase in CPI is 1.9%)

If the lease is not extended, Clear Channel will remove the billboard due to its non-conforming use. While this structure is "grandfathered" in, if it gets destroyed or removed, it cannot be replaced.

Project No.: Funding Account No.: 420-000-362-50-00

Presenter:

ATTACHMENTS:

1.	Extension of Lease No. 13140	Clear Channel Extension 3122.pdf
2.	Clear Channel Billboard Lease 13140	Clear Channel Billboard 3122 Lease.pdf

Alan Rosen
Scott Neils

Created/Initiated - 10/31/2019
Approved - 10/31/2019

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 11/22/2019
Approved - 11/25/2019
Final Approval - 11/25/2019

Extension Agreement for Lease Agreement
for I-4 S/S 3.80 MI W/O US I-95 CCO Board #3122

This Extension Agreement of the Lease Agreement for I-4 S/S 3.80 MI W/O US I-95 CCO Board #3122, Lease No. 13140 ("Agreement") is made and entered into this _____ day of _____, 2019, between **Clear Channel Outdoor, Inc.**, a Delaware corporation registered in Florida as CC Outdoor, Inc. and doing business as Clear Channel Outdoor, Inc. whose mailing address 2890 Harper Road, Melbourne, Florida 32904, hereinafter referred to as "Clear Channel"; and the **City of Port Orange**, a municipal corporation, mailing address of 1000 City Center Circle, Port Orange, Florida, 32129, hereinafter "City"; hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties entered into a Lease Agreement, Lease No. 13140, for a portion of City's real property, Parcel No. 6207-00-00-0031, ("City Parcel") on which a certain outdoor advertising sign structure is located, more commonly known as I-4 S/S 3.80 MI W/O US I-95 CCO Board #3122 ("Lease"); and

WHEREAS, the term of the Lease is January 1, 2004 expiring on December 31, 2019 ("Term"); and

WHEREAS, the Parties desire to extend the Term of the Lease, subject to the current terms and provisions contained therein, for one (1) year so that the City may take time to explore options regarding a new lease agreement.

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

1. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.
2. The Parties do hereby agree to extend the Term of the Lease by One (1) year. Thereby causing the expiration of the Term to be December 31, 2020.
3. All other terms and provisions of the Lease shall remain in full force and effect except as modified herein.
4. 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 of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.

This Extension Agreement of the Lease is executed by the Parties as of the respective dates set forth hereinafter.

WITNESSES:

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, authorized to do business in the State of Florida

First Witness Signature Above, Printed Name Below:

By: _____

Name: _____

Title: _____

Date: _____, 2019

Second Witness Signature Above, Printed Name Below:

STATE OF FLORIDA
COUNTY OF _____

The foregoing Extension Agreement was sworn to and acknowledged before me this _____ day of _____, 2019, by _____, _____ of Clear Channel Outdoor Inc., a Delaware corporation authorized to do business in Florida, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☐ has produced _____ as identification.

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

WITNESSES:

Printed Name _____

Printed Name: _____

Printed Name _____

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Date: _____, 2019

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

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Robin L. Fenwick, City Clerk of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

LEASE #13140
PANEL 3122
COUNTY VOLUSIA
STATE OF FLORIDA

Lease Agreement

1. This Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware Corporation registered in Florida as CC Outdoor, Inc., and doing business in Florida as Clear Channel Outdoor, Inc., 2890 Harper Road, Melbourne, Florida 32904 ("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as I-4 S/S 3.80 MI W/O US I-95 CCO BOARD #3122, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than 4 days notice of its need to access the Property, and that Tenant shall at all times be accompanied by Landlord or Landlord's agent during its access, ingress and egress to or from the Property, and that Tenant shall reimburse Landlord for the hourly cost of Landlord's accompanying employee or agent during any such access, ingress and egress to or from the Property, together with the hourly rental cost, as determined by FEMA from time to time, for the use of Landlord's vehicle used during such access, ingress and egress of the Property (collectively, the "Reimbursement Costs"). Landlord shall bill Tenant for such Reimbursement Costs and Tenant shall pay such costs within 30 days from its receipt of such bill. Tenant acknowledges that the Reimbursement Costs will be adjustable periodically, and may vary with respect to the hourly rate of the employee or agent of Landlord actually involved. Landlord, shall, on the annual rental payment date set forth below, on Tenant's request, provide Tenant with a copy of Landlord's then existing schedule detailing Landlord's existing hourly rates for personnel and vehicles used in calculating the Reimbursement Costs due from Tenant as set forth above. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of FIFTEEN (15) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2019.

3. Rent at the rate of \$5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, to and including January 1, 2019. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2019, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Tenant warrants to the Landlord that the Structures are currently and shall be maintained at all times to adhere to the same standard as the Landlord's current building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than \$1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of

Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within 30 days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees

and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the address shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

This Lease Agreement for Panel **3122** is executed the date and year set forth hereinafter.

CLEAR CHANNEL OUTDOOR, INC.

Witness:

Julie K Song
(Print name) Julie K-Song

Witness:

Melissa Dieggers
(Print name) Melissa Dieggers

By:

Larry McIntyre
Larry McIntyre
President/General Manager
Atlantic Coast Division

Date:

11/6/03

(Corporate Seal)

CITY OF PORT ORANGE, FLORIDA

Witness: Shirley M. Kelly
(Print name) Shirley M. Kelly

Witness: Margaret T. Roberts
(Print name) Margaret T. Roberts

By: Dorothy L. Hukill
Dorothy L. Hukill, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: 11/18/2003

(Corporate Seal)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B10e) Approval of One Year Extension of Billboard Lease 70137 on I-4

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

Move to Approve One-Year Extension of Billboard Lease 70137 with Clear Channel Outdoors

SUMMARY: The City leased land to Clear Channel Outdoors along I-4 entered into a lease with Clear Channel Outdoors in November 2003 for the purpose of operating and maintaining a billboard. The lease expires on December 31, 2019 and Clear Channel recently approached the City about an extension.

Staff has been and is currently researching options regarding this lease and would like more time to explore those options. In order to successfully complete this research, staff is requesting (and Clear Channel is amenable to) a one-year extension under the current lease terms.

The specific location of this billboard is I-4, approximately 0.91 miles West of US-92. The City currently receives \$6,798.57, which is increased each year by CPI. Revenue in calendar year 2020 would be approximately \$6,927.74 if CPI increases by 1.9%.

If the lease is not extended, Clear Channel will remove the billboard due to its non-conforming use. While this structure is "grandfathered" in, if it gets destroyed or removed, it cannot be replaced.

Project No.: Funding Account No.: 420-000-362-50-00

Presenter:

ATTACHMENTS:

1.	Extension of Lease No. 70137	Clear Channel Extension BB1068.pdf
2.	Clear Channel Billboard Lease 70137	Clear Channel Billboard 1068 Lease.pdf

Alan Rosen
Scott Neils

Created/Initiated - 10/31/2019
Approved - 10/31/2019

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 11/22/2019
Approved - 11/25/2019
Final Approval - 11/25/2019

**Extension Agreement for Lease Agreement
for I-4 S/S .91 MI W/O US 92 CCO Board #1068**

This Extension Agreement of the Lease Agreement for I-4 S/S .91 MI W/O US 92 CCO Board #1068, Lease No. 70137 ("Agreement") is made and entered into this _____ day of _____, 2019, between **Clear Channel Outdoor, Inc.**, a Delaware corporation registered in Florida as CC Outdoor, Inc. and doing business as Clear Channel Outdoor, Inc. whose mailing address 2890 Harper Road, Melbourne, Florida 32904, hereinafter referred to as "Clear Channel"; and the **City of Port Orange**, a municipal corporation, mailing address of 1000 City Center Circle, Port Orange, Florida, 32129, hereinafter "City"; hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties entered into a Lease Agreement, Lease No. 70137, for a portion of City's real property, Parcel No. 6207-00-00-0031, ("City Parcel") on which a certain outdoor advertising sign structure is located, more commonly known as I-4 S/S .91 MI W/O US 92 CCO Board #1068 ("Lease"); and

WHEREAS, the term of the Lease is January 1, 2004 expiring on December 31, 2019 ("Term"); and

WHEREAS, the Parties desire to extend the Term of the Lease, subject to the current terms and provisions contained therein, for one (1) year so that the City may take time to explore options regarding a new lease agreement.

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

1. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.
2. The Parties do hereby agree to extend the Term of the Lease by One (1) year. Thereby causing the expiration of the Term to be December 31, 2020.
3. All other terms and provisions of the Lease shall remain in full force and effect except as modified herein.
4. 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 of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.

This Extension Agreement of the Lease is executed by the Parties as of the respective dates set forth hereinafter.

WITNESSES:

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, authorized to do business in the State of Florida

First Witness Signature Above, Printed Name Below:

By: _____

Name: _____

Title: _____

Date: _____, 2019

Second Witness Signature Above, Printed Name Below:

STATE OF FLORIDA
COUNTY OF _____

The foregoing Extension Agreement was sworn to and acknowledged before me this _____ day of _____, 2019, by _____, _____ of Clear Channel Outdoor Inc., a Delaware corporation authorized to do business in Florida, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☐ has produced _____ as identification.

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

WITNESSES:

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Printed Name _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____, 2019

Printed Name _____

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

Printed Name: _____

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Robin L. Fenwick, City Clerk of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

LEASE #70137
PANEL 1068
COUNTY VOLUSIA
STATE OF FLORIDA

Lease Agreement

1. This Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware Corporation registered in Florida as CC Outdoor, Inc., and doing business in Florida as Clear Channel Outdoor, Inc., 2890 Harper Road, Melbourne, Florida 32904 ("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as I-4 S/S .91 MI W/O US 92 CCO BOARD #1068, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than 4 days notice of its need to access the Property, and that Tenant shall at all times be accompanied by Landlord or Landlord's agent during its access, ingress and egress to or from the Property, and that Tenant shall reimburse Landlord for the hourly cost of Landlord's accompanying employee or agent during any such access, ingress and egress to or from the Property, together with the hourly rental cost, as determined by FEMA from time to time, for the use of Landlord's vehicle used during such access, ingress and egress of the Property (collectively, the "Reimbursement Costs"). Landlord shall bill Tenant for such Reimbursement Costs and Tenant shall pay such costs within 30 days from its receipt of such bill. Tenant acknowledges that the Reimbursement Costs will be adjustable periodically, and may vary with respect to the hourly rate of the employee or agent of Landlord actually involved. Landlord, shall, on the annual rental payment date set forth below, on Tenant's request, provide Tenant with a copy of Landlord's then existing schedule detailing Landlord's existing hourly rates for personnel and vehicles used in calculating the Reimbursement Costs due from Tenant as set forth above. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of FIFTEEN (15) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2019.

3. Rent at the rate of \$5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, to and including January 1, 2019. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2019, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Tenant warrants to the Landlord that the Structures are currently and shall be maintained at all times to adhere to the same standard as the Landlord's current building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than \$1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of

Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within 30 days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees

and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the address shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

This Lease Agreement for Panel 1068 is executed the date and year set forth hereinafter.

Witness:

Julie K Song
(Print name) Julie K Song

Witness:

Melissa Driggers
(Print name) Melissa Driggers

CLEAR CHANNEL OUTDOOR, INC.

By:

Larry McIntyre
Larry McIntyre
President/General Manager
Atlantic Coast Division

Date:

11-6-03

(Corporate Seal)

CITY OF PORT ORANGE, FLORIDA

Witness:

Shirley M. Kelly
(Print name) Shirley M. Kelly

Witness:

Margaret T. Roberts
(Print name) Margaret T. Roberts

By:

Dorothy L. Hukill
Dorothy L. Hukill, Mayor

Attest:

Kenneth W. Parker
Kenneth W. Parker, City Manager

Date:

11/18/2003

(Corporate Seal)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B10f) Approval of One Year Extension of Billboard Lease 70137A on I-4

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

Move to Approve One-Year Extension of Billboard Lease 70137A with Clear Channel Outdoors

SUMMARY: The City leased land to Clear Channel Outdoors along I-4 entered into a lease with Clear Channel Outdoors in November 2003 for the purpose of operating and maintaining a billboard. The lease expires on December 31, 2019 and Clear Channel recently approached the City about an extension.

Staff has been and is currently researching options regarding this lease and would like more time to explore those options. In order to successfully complete this research, staff is requesting (and Clear Channel is amenable to) a one-year extension under the current lease terms.

The specific location of this billboard is I-4, approximately 1.06 miles West of US-92. The City currently receives \$6,798.57, which is increased each year by CPI. Revenue in calendar year 2020 would be approximately \$6,927.74 if CPI increases by 1.9%.

If the lease is not extended, Clear Channel will remove the billboard due to its non-conforming use. While this structure is “grandfathered” in, if it gets destroyed or removed, it cannot be replaced.

Project No.: Funding Account No.: 420-000-362-50-00

Presenter:

ATTACHMENTS:

1.	Extension of Lease No. 70137A	Clear Channel Extension 1095.pdf
2.	Clear Channel Billboard Lease 70137A	Clear Channel Billboard 1095 Lease.pdf

Alan Rosen	Created/Initiated - 10/31/2019
Scott Neils	Approved - 10/31/2019
Matthew Jones	Approved - 11/22/2019
Jake Johansson	Approved - 11/25/2019
Robin Fenwick	Final Approval - 11/25/2019

Extension Agreement for Lease Agreement
for I-4 S/S 1.06 MI W/O US 92 CCO Board #1095

This Extension Agreement of the Lease Agreement for I-4 S/S 1.06 MI W/O US 92 CCO Board #1095, Lease No. 70137A ("Agreement") is made and entered into this _____ day of _____, 2019, between **Clear Channel Outdoor, Inc.**, a Delaware corporation registered in Florida as CC Outdoor, Inc. and doing business as Clear Channel Outdoor, Inc. whose mailing address 2890 Harper Road, Melbourne, Florida 32904, hereinafter referred to as "Clear Channel"; and the **City of Port Orange**, a municipal corporation, mailing address of 1000 City Center Circle, Port Orange, Florida, 32129, hereinafter "City"; hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties entered into a Lease Agreement, Lease No. 70137A, for a portion of City's real property, Parcel No. 6207-00-00-0031, ("City Parcel") on which a certain outdoor advertising sign structure is located, more commonly known as I-4 S/S 1.06 MI W/O US 92 CCO Board #1095 ("Lease"); and

WHEREAS, the term of the Lease is January 1, 2004 expiring on December 31, 2019 ("Term"); and

WHEREAS, the Parties desire to extend the Term of the Lease, subject to the current terms and provisions contained therein, for one (1) year so that the City may take time to explore options regarding a new lease agreement.

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

1. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.
2. The Parties do hereby agree to extend the Term of the Lease by One (1) year. Thereby causing the expiration of the Term to be December 31, 2020.
3. All other terms and provisions of the Lease shall remain in full force and effect except as modified herein.
4. 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 of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.

This Extension Agreement of the Lease is executed by the Parties as of the respective dates set forth hereinafter.

WITNESSES:

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, authorized to do business in the State of Florida

First Witness Signature Above, Printed Name Below:

By: _____

Name: _____

Title: _____

Date: _____, 2019

Second Witness Signature Above, Printed Name Below:

STATE OF FLORIDA
COUNTY OF _____

The foregoing Extension Agreement was sworn to and acknowledged before me this _____ day of _____, 2019, by _____, _____ of Clear Channel Outdoor Inc., a Delaware corporation authorized to do business in Florida, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☐ has produced _____ as identification.

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

WITNESSES:

Printed Name _____

Printed Name: _____

Printed Name _____

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Date: _____, 2019

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

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Robin L. Fenwick, City Clerk of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

LEASE #70137A
PANEL 1095
COUNTY VOLUSIA
STATE OF FLORIDA

Lease Agreement

1. This Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware Corporation registered in Florida as CC Outdoor, Inc., and doing business in Florida as Clear Channel Outdoor, Inc., 2890 Harper Road, Melbourne, Florida 32904 ("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as I-4 S/S 1.06 MI W/O US 92 CCO BOARD #1095, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than 4 days notice of its need to access the Property, and that Tenant shall at all times be accompanied by Landlord or Landlord's agent during its access, ingress and egress to or from the Property, and that Tenant shall reimburse Landlord for the hourly cost of Landlord's accompanying employee or agent during any such access, ingress and egress to or from the Property, together with the hourly rental cost, as determined by FEMA from time to time, for the use of Landlord's vehicle used during such access, ingress and egress of the Property (collectively, the "Reimbursement Costs"). Landlord shall bill Tenant for such Reimbursement Costs and Tenant shall pay such costs within 30 days from its receipt of such bill. Tenant acknowledges that the Reimbursement Costs will be adjustable periodically, and may vary with respect to the hourly rate of the employee or agent of Landlord actually involved. Landlord, shall, on the annual rental payment date set forth below, on Tenant's request, provide Tenant with a copy of Landlord's then existing schedule detailing Landlord's existing hourly rates for personnel and vehicles used in calculating the Reimbursement Costs due from Tenant as set forth above. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of FIFTEEN (15) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2019.

3. Rent at the rate of \$5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, to and including January 1, 2019. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2019, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Tenant warrants to the Landlord that the Structures are currently and shall be maintained at all times to adhere to the same standard as the Landlord's current building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than \$1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of

Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within 30 days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees

and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the address shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

This Lease Agreement for Panel 1095 is executed the date and year set forth hereinafter.

CLEAR CHANNEL OUTDOOR, INC.

Witness: [Signature]

(Print name) Julie K. Smith

Witness: [Signature]

(Print name) Melissa Driggers

By: [Signature]

Larry McIntyre
President/General Manager
Atlantic Coast Division

Date: 10-6-03

(Corporate Seal)

CITY OF PORT ORANGE, FLORIDA

Witness: Shirley M. Kelly
(Print name) Shirley M. Kelly

Witness: Mgt. T. Robert
(Print name) Margaret T. Roberts

By: Dorothy L. Hukill
Dorothy L. Hukill, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: 11/18/2003
(Corporate Seal)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B10g) Approval of One Year Extension of Billboard Lease 70137B on I-4

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

Move to Approve One-Year Extension of Billboard Lease 70137B with Clear Channel Outdoors

SUMMARY: The City leased land to Clear Channel Outdoors along I-4 entered into a lease with Clear Channel Outdoors in November 2003 for the purpose of operating and maintaining a billboard. The lease expires on December 31, 2019 and Clear Channel recently approached the City about an extension.

Staff has been and is currently researching options regarding this lease and would like more time to explore those options. In order to successfully complete this research, staff is requesting (and Clear Channel is amenable to) a one-year extension under the current lease terms.

The specific location of this billboard is I-4, approximately 1.15 miles West of US-92. The City currently receives \$6,798.57, which is increased each year by CPI. Revenue in calendar year 2020 would be approximately \$6,927.74 if CPI increases by 1.9%.

If the lease is not extended, Clear Channel will remove the billboard due to its non-conforming use. While this structure is "grandfathered" in, if it gets destroyed or removed, it cannot be replaced.

Project No.: Funding Account No.: 420-000-362-50-00

Presenter:

ATTACHMENTS:

1.	Extension of Lease No. 70137B	Clear Channel Extension 1211.pdf
2.	Clear Channel Billboard Lease 70137B	Clear Channel Billboard 1211 Lease.pdf

Alan Rosen
Scott Neils

Created/Initiated - 10/31/2019
Approved - 10/31/2019

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 11/22/2019
Approved - 11/25/2019
Final Approval - 11/25/2019

**Extension Agreement for Lease Agreement
for I-4 S/S 1.15 MI W/O US 92 CCO Board #1211**

This Extension Agreement of the Lease Agreement for I-4 S/S 1.15 MI W/O US 92 CCO Board #1211, Lease No. 70137B ("Agreement") is made and entered into this _____ day of _____, 2019, between **Clear Channel Outdoor, Inc.**, a Delaware corporation registered in Florida as CC Outdoor, Inc. and doing business as Clear Channel Outdoor, Inc. whose mailing address 2890 Harper Road, Melbourne, Florida 32904, hereinafter referred to as "Clear Channel"; and the **City of Port Orange**, a municipal corporation, mailing address of 1000 City Center Circle, Port Orange, Florida, 32129, hereinafter "City"; hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties entered into a Lease Agreement, Lease No. 70137B, for a portion of City's real property, Parcel No. 6207-00-00-0031, ("City Parcel") on which a certain outdoor advertising sign structure is located, more commonly known as I-4 S/S 1.15 MI W/O US 92 CCO Board #1211 ("Lease"); and

WHEREAS, the term of the Lease is January 1, 2004 expiring on December 31, 2019 ("Term"); and

WHEREAS, the Parties desire to extend the Term of the Lease, subject to the current terms and provisions contained therein, for one (1) year so that the City may take time to explore options regarding a new lease agreement.

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

1. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.
2. The Parties do hereby agree to extend the Term of the Lease by One (1) year. Thereby causing the expiration of the Term to be December 31, 2020.
3. All other terms and provisions of the Lease shall remain in full force and effect except as modified herein.
4. 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 of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.

This Extension Agreement of the Lease is executed by the Parties as of the respective dates set forth hereinafter.

WITNESSES:

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, authorized to do business in the State of Florida

First Witness Signature Above, Printed Name Below:

By: _____

Name: _____

Title: _____

Date: _____, 2019

Second Witness Signature Above, Printed Name Below:

STATE OF FLORIDA
COUNTY OF _____

The foregoing Extension Agreement was sworn to and acknowledged before me this _____ day of _____, 2019, by _____, _____ of Clear Channel Outdoor Inc., a Delaware corporation authorized to do business in Florida, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☐ has produced _____ as identification.

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

WITNESSES:

Printed Name _____

Printed Name: _____

Printed Name _____

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Date: _____, 2019

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

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Robin L. Fenwick, City Clerk of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

LEASE #70137B
PANEL 1211
COUNTY VOLUSIA
STATE OF FLORIDA

Lease Agreement

1. This Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware Corporation registered in Florida as CC Outdoor, Inc., and doing business in Florida as Clear Channel Outdoor, Inc., 2890 Harper Road, Melbourne, Florida 32904 ("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as I-4 S/S 1.15 MI W/O US 92 CCO BOARD #1211, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than 4 days notice of its need to access the Property, and that Tenant shall at all times be accompanied by Landlord or Landlord's agent during its access, ingress and egress to or from the Property, and that Tenant shall reimburse Landlord for the hourly cost of Landlord's accompanying employee or agent during any such access, ingress and egress to or from the Property, together with the hourly rental cost, as determined by FEMA from time to time, for the use of Landlord's vehicle used during such access, ingress and egress of the Property (collectively, the "Reimbursement Costs"). Landlord shall bill Tenant for such Reimbursement Costs and Tenant shall pay such costs within 30 days from its receipt of such bill. Tenant acknowledges that the Reimbursement Costs will be adjustable periodically, and may vary with respect to the hourly rate of the employee or agent of Landlord actually involved. Landlord, shall, on the annual rental payment date set forth below, on Tenant's request, provide Tenant with a copy of Landlord's then existing schedule detailing Landlord's existing hourly rates for personnel and vehicles used in calculating the Reimbursement Costs due from Tenant as set forth above. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of FIFTEEN (15) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2019.

3. Rent at the rate of \$5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, to and including January 1, 2019. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2019, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Tenant warrants to the Landlord that the Structures are currently and shall be maintained at all times to adhere to the same standard as the Landlord's current building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than \$1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of

Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within 30 days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees

and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the address shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

This Lease Agreement for Panel 1211 is executed the date and year set forth hereinafter.

Witness: Julie K. Song
(Print name) Julie K. Song
Witness: Melissa Driggers
(Print name) Melissa Driggers

CLEAR CHANNEL OUTDOOR, INC.

By: [Signature]
Larry McIntyre
President/General Manager
Atlantic Coast Division

Date: 11-6-05

(Corporate Seal)

CITY OF PORT ORANGE, FLORIDA

Witness: Shirley M. Kelly
(Print name) Shirley M. Kelly

Witness: Margaret T. Roberts
(Print name) Margaret T. Roberts

By: Dorothy L. Hukill
Dorothy L. Hukill, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: 11/18/2023

(Corporate Seal)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B10h) Approval of One Year Extension of Billboard Lease 13140A on I-4

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

Move to Approve One-Year Extension of Billboard Lease 13140A with Clear Channel Outdoors

SUMMARY: The City leased land to Clear Channel Outdoors along I-4 entered into a lease with Clear Channel Outdoors in November 2003 for the purpose of operating and maintaining a billboard. The lease expires on December 31, 2019 and Clear Channel recently approached the City about an extension.

Staff has been and is currently researching options regarding this lease and would like more time to explore those options. In order to successfully complete this research, staff is requesting (and Clear Channel is amenable to) a one-year extension under the current lease terms.

The specific location of this billboard is I-4, approximately 3.7 miles West of I-95. The City currently receives \$6,798.57, which is increased each year by CPI. Revenue in calendar year 2020 would be approximately \$6,927.74 if CPI increases by 1.9%.

If the lease is not extended, Clear Channel will remove the billboard due to its non-conforming use. While this structure is "grandfathered" in, if it gets destroyed or removed, it cannot be replaced.

Project No.: Funding Account No.: 420-0000-362-50-00

Presenter:

ATTACHMENTS:

1.	Extension of Lease No. 13140A	Clear Channel Extension 3137.pdf
2.	Clear Channel Billboard Lease 13140A	Clear Channel Billboard 3137 Lease.pdf

Alan Rosen
Scott Neils

Created/Initiated - 10/31/2019
Approved - 10/31/2019

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 11/22/2019
Approved - 11/25/2019
Final Approval - 11/25/2019

Extension Agreement for Lease Agreement
for I-4 S/S 3.70 MI W/O US I-95 CCO Board #3137

This Extension Agreement of the Lease Agreement for I-4 S/S 3.70 MI W/O US I-95 CCO Board #3137, Lease No. 13140A ("Agreement") is made and entered into this _____ day of _____, 2019, between **Clear Channel Outdoor, Inc.**, a Delaware corporation registered in Florida as CC Outdoor, Inc. and doing business as Clear Channel Outdoor, Inc. whose mailing address 2890 Harper Road, Melbourne, Florida 32904, hereinafter referred to as "Clear Channel"; and the **City of Port Orange**, a municipal corporation, mailing address of 1000 City Center Circle, Port Orange, Florida, 32129, hereinafter "City"; hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties entered into a Lease Agreement, Lease No. 13140A, for a portion of City's real property, Parcel No. 6207-00-00-0031, ("City Parcel") on which a certain outdoor advertising sign structure is located, more commonly known as I-4 S/S 3.70 MI W/O US I-95 CCO Board #3137 ("Lease"); and

WHEREAS, the term of the Lease is January 1, 2004 expiring on December 31, 2019 ("Term"); and

WHEREAS, the Parties desire to extend the Term of the Lease, subject to the current terms and provisions contained therein, for one (1) year so that the City may take time to explore options regarding a new lease agreement.

NOW THEREFORE, the Parties, for good and valuable consideration, receipt whereof is hereby acknowledged, intending to be legally bound, agree as follows:

1. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.
2. The Parties do hereby agree to extend the Term of the Lease by One (1) year. Thereby causing the expiration of the Term to be December 31, 2020.
3. All other terms and provisions of the Lease shall remain in full force and effect except as modified herein.
4. 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 of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.

This Extension Agreement of the Lease is executed by the Parties as of the respective dates set forth hereinafter.

WITNESSES:

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation, authorized to do business in the State of Florida

First Witness Signature Above, Printed Name Below:

By: _____

Name: _____

Title: _____

Date: _____, 2019

Second Witness Signature Above, Printed Name Below:

STATE OF FLORIDA
COUNTY OF _____

The foregoing Extension Agreement was sworn to and acknowledged before me this _____ day of _____, 2019, by _____, _____ of Clear Channel Outdoor Inc., a Delaware corporation authorized to do business in Florida, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☐ has produced _____ as identification.

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

WITNESSES:

Printed Name _____

Printed Name: _____

Printed Name _____

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Date: _____, 2019

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

Date: _____, 2019

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Extension Agreement was acknowledged before me this _____ day of _____, 2019, by Robin L. Fenwick, City Clerk of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. He is personally known to me.

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

LEASE #13140A
PANEL 3137
COUNTY VOLUSIA
STATE OF FLORIDA

Lease Agreement

1. This Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware Corporation registered in Florida as CC Outdoor, Inc., and doing business in Florida as Clear Channel Outdoor, Inc., 2890 Harper Road, Melbourne, Florida 32904 ("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as I-4 S/S 3.70 MI W/O US I-95 CCO BOARD #3137, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than 4 days notice of its need to access the Property, and that Tenant shall at all times be accompanied by Landlord or Landlord's agent during its access, ingress and egress to or from the Property, and that Tenant shall reimburse Landlord for the hourly cost of Landlord's accompanying employee or agent during any such access, ingress and egress to or from the Property, together with the hourly rental cost, as determined by FEMA from time to time, for the use of Landlord's vehicle used during such access, ingress and egress of the Property (collectively, the "Reimbursement Costs"). Landlord shall bill Tenant for such Reimbursement Costs and Tenant shall pay such costs within 30 days from its receipt of such bill. Tenant acknowledges that the Reimbursement Costs will be adjustable periodically, and may vary with respect to the hourly rate of the employee or agent of Landlord actually involved. Landlord, shall, on the annual rental payment date set forth below, on Tenant's request, provide Tenant with a copy of Landlord's then existing schedule detailing Landlord's existing hourly rates for personnel and vehicles used in calculating the Reimbursement Costs due from Tenant as set forth above. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of FIFTEEN (15) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2019.

3. Rent at the rate of \$5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, to and including January 1, 2019. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2019, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Tenant warrants to the Landlord that the Structures are currently and shall be maintained at all times to adhere to the same standard as the Landlord's current building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than \$1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of

Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within 30 days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees

and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the address shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supercedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

This Lease Agreement for Panel 3137 is executed the date and year set forth hereinafter.

CLEAR CHANNEL OUTDOOR, INC.

Witness: Julie K. Song
(Print name) Julie K. Song

Witness: Melissa Driggers
(Print name) Melissa Driggers

By: Larry McIntyre
Larry McIntyre
President/General Manager
Atlantic Coast Division

Date: 11/6/03

(Corporate Seal)

CITY OF PORT ORANGE, FLORIDA

Witness: Shirley M. Kelly
(Print name) Shirley M. Kelly

Witness: Mgt. J. Roberts
(Print name) Margaret T. Roberts

By: Dorothy L. Hukill
Dorothy L. Hukill, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: 11/18/2003

(Corporate Seal)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B11) Resolution No. 19-76 - Approving the Local Agency Program (LAP) Supplemental Agreement 1: 435539-1-58-01 (G1989) N. Spruce Creek Road Sidewalk

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 19-76, approving the Local Agency Program (LAP) Supplemental Agreement 1 for the construction of N. Spruce Creek Sidewalks and authorizing the Mayor and City Clerk to execute the Agreement and Resolution.

SUMMARY: The Florida Department of Transportation (FDOT) has requested the City execute the attached Local Agency Program (LAP) Supplemental Agreement 1 and Resolution for the construction of N. Spruce Creek Sidewalk project.

The project consists of installation of 8-ft wide concrete sidewalks along the east side of N. Spruce Creek Road from Nova Road (SR 5A) to the northwest corner of the Maplewood Subdivision, and along the west side of N. Spruce Creek Road from the north driveway of the Riverwood Shopping Center to Angelina Court. Construction is anticipated to begin in early 2020 and be complete by mid-summer 2020.

Funding in Supplemental Agreement No. 1 has been adjusted based on the City's construction award amount and the negotiated Construction Engineering and Inspection (CEI) contract fee. CEI services will now be performed under a continuing services contract (CSC) procured by FDOT District 5. Initially, the City was responsible for funding the CEI (Phase 68), but now it will be funded with federal funds. Therefore, federal funds in the amount of \$66,525.00, representing the negotiated CEI contract amount, are being removed from the construction phase cost and applied to cover the CEI phase cost. The local funds initially allocated toward CEI phase cost will be allocated to the construction phase cost for the project.

The River to Sea TPO and FDOT have agreed to fund the cost for Construction and CEI phases in an amount not to exceed \$315,268 of the overall project cost of \$405,593 (Construction and CEI Services cost). The sum of the City's contribution toward construction costs is \$90,325.00, which exceeds the match required and is \$4,148.00 less than the City's contribution shown in the original LAP Agreement approved in May 2019.

Project No.: OMI017
OMI017

Funding Account No.: 312-4300-541.63-97
312-4310-541.63-97

Presenter:

ATTACHMENTS:

1.	Resolution No. 19-76 with exhibit	Resolution No. 19-76.pdf
2.	Supplemental Agreement 435539-1-58_68-01 SA1 N. Spruce Creek	435539-1-58_68-01 SA1 N. Spruce Creek.pdf
3.	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

Lisa Epstein	Created/Initiated - 11/15/2019
Tim Burman	Approved - 11/15/2019
Scott Neils	Approved - 11/18/2019
Matthew Jones	Approved - 11/22/2019
Jake Johansson	Approved - 11/25/2019
Robin Fenwick	Final Approval - 11/25/2019

RESOLUTION NO. 19-76

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 SIDEWALKS PROJECT; 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 the North Spruce Creek Sidewalks Project; and

WHEREAS, the State of Florida Department of Transportation and the City of Port Orange previously entered into a LAP Agreement dated May 30, 2019 for FPN 435539-1- 58/68-01; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange, 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, MMC, City Clerk

Adopted on the _____ day of _____, _____.

Reviewed and Approved: Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

525-010-32
PROGRAM MANAGEMENT
08/19

Page 1 of 4

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D518 067 B

CONTRACT NO.

G1989

FEDERAL AWARD DATE

5/22/2019

FPN

435539-1-58/68-01

RECIPIENT DUNS NO.

08-082-7082

Recipient, the City of Port Orange and the State of Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on May 30, 2019, as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name North Spruce Creek Road Sidewalk Length ~ 0.30 miles

Termini Nova Road to Angelina Court

Description of Work:

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.

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

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.

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.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding that includes the authorized and encumbered Federal funding and the Local funding contribution on the project shall be adjusted based on the Recipient's concurred construction award amount and the negotiated Construction Engineering and Inspection (CEI) contract fee.

CEI services will now be performed under a continuing services contract (CSC) procured by District 5. CEI Phase 68, currently locally funded, is being removed. Federal funds in the amount of \$66,525.00, representing the negotiated CEI contract amount, are being removed from the construction phase and added to the District CSC.

The Recipient's construction contract award amount is \$339,068.00, of which \$13,025.00 is federal-aid ineligible. Local funding on construction is being increased by \$59,407.00, representing the difference between the existing Local Funding, the local funding amount of \$23,780.00 needed for the construction award amount, and the funding needed for CEI.

Total federal funding for the project is now \$248,743.00 (exclusive of CSC funding) and Local Funding is \$90,325.00. Said revisions are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance and in Exhibit "E" Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act).

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 \$405,593.00, yielding a required 10% match of \$40,560.00. The sum of the City's contribution toward construction costs is \$90,325.00, which exceeds the match required. No pro-ratio of invoices related to the local match will be required.

2. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

LOCAL AGENCY PROGRAM

SUPPLEMENTAL AGREEMENT

ADJUSTED 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	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: () FY: () FY: ()						
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way FY: () FY: () FY: ()						
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction FY: 2018-2019 (LAP) FY: 2018-2019 (LAP) FY: ()	\$315,268.00 \$30,918.00	(\$66,525.00) \$59,407.00	\$248,743.00 \$90,325.00	\$0.00 \$90,325.00	\$0.00 \$0.00	\$248,743.00 \$0.00
Total Construction Cost	\$346,186.00	(\$7,118.00)	\$339,068.00	\$90,325.00	\$ 0.00	\$248,743.00
Construction Engineering and Inspection (CEI) FY: 2018-2019 (LAP) FY: () FY: ()	\$63,555.00	(\$63,555.00)	\$0.00	\$0.00	\$0.00	\$0.00
Total CEI Cost	\$63,555.00	(\$63,555.00)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(District Continuing Services Contract) FY: 2019-2020 (N/A) FY: () FY: ()	\$0.00	\$66,525.00	\$66,525.00	\$0.00	\$0.00	\$66,525.00
Total District Costs	\$ 0.00	\$66,525.00	\$66,525.00	\$ 0.00	\$ 0.00	\$66,525.00
TOTAL COST OF THE PROJECT	\$409,741.00	(\$4,148.00)	\$405,593.00	\$90,325.00	\$ 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.

Lisa L Buscher

District Grant Manager Name

Signature

Date

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF PORT ORANGE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40D
PROGRAM MANAGEMENT
OGC – 10/18
Page 1 of 1

EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
10/18
Page 1 of 1

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: \$248,743.00
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/>

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D518 067 B

CONTRACT NO.

G1989

FEDERAL AWARD DATE

5/22/2019

FPN

435539-1-58/68-01

RECIPIENT DUNS NO.

08-082-7082

Recipient, the City of Port Orange and the State of Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on May 30, 2019, as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name North Spruce Creek Road Sidewalk Length ~ 0.30 miles

Termini Nova Road to Angelina Court

Description of Work:

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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.

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**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

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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.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to Paragraph 4.0 Project Cost of the Local Agency Program Agreement, the Recipient and the Department acknowledge and agree that the Schedule of Funding that includes the authorized and encumbered Federal funding and the Local funding contribution on the project shall be adjusted based on the Recipient's concurred construction award amount and the negotiated Construction Engineering and Inspection (CEI) contract fee.

CEI services will now be performed under a continuing services contract (CSC) procured by District 5. CEI Phase 68, currently locally funded, is being removed. Federal funds in the amount of \$66,525.00, representing the negotiated CEI contract amount, are being removed from the construction phase and added to the District CSC.

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Total federal funding for the project is now \$248,743.00 (exclusive of CSC funding) and Local Funding is \$90,325.00. Said revisions are reflected in the Adjusted Exhibit "B" Schedule of Financial Assistance and in Exhibit "E" Federal Financial Assistance (Single Audit Act), attached hereto and incorporated herein. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act).

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 \$405,593.00, yielding a required 10% match of \$40,560.00. The sum of the City's contribution toward construction costs is \$90,325.00, which exceeds the match required. No pro-ratio of invoices related to the local match will be required.

2. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

LOCAL AGENCY PROGRAM

SUPPLEMENTAL AGREEMENT

ADJUSTED 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	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design FY: () FY: () FY: ()						
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way FY: () FY: () FY: ()						
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction FY: 2018-2019 (LAP) FY: 2018-2019 (LAP) FY: ()	\$315,268.00 \$30,918.00	(\$66,525.00) \$59,407.00	\$248,743.00 \$90,325.00	\$0.00 \$90,325.00	\$0.00 \$0.00	\$248,743.00 \$0.00
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(District Continuing Services Contract) FY: 2019-2020 (N/A) FY: () FY: ()	\$0.00	\$66,525.00	\$66,525.00	\$0.00	\$0.00	\$66,525.00
Total District Costs	\$ 0.00	\$66,525.00	\$66,525.00	\$ 0.00	\$ 0.00	\$66,525.00
TOTAL COST OF THE PROJECT	\$409,741.00	(\$4,148.00)	\$405,593.00	\$90,325.00	\$ 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.

Lisa L Buscher

District Grant Manager Name

Signature

Date

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF PORT ORANGE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40D
PROGRAM MANAGEMENT
OGC – 10/18
Page 1 of 1

EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E
PROGRAM MANAGEMENT
10/18
Page 1 of 1

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: \$248,743.00
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.fsrs.gov/>



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,

A handwritten signature in blue ink that reads "Precious L. Johnson".

Precious L. Johnson
Local Program Coordinator

Enclosures

Cc: D5 Construction Special Projects
Financial Services

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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:

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- 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

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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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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

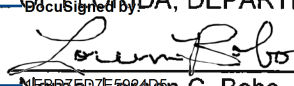
RECIPIENT CITY OF PORT ORANGE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

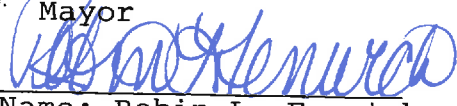
By:


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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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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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-ratio 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
 45CA2F85BEE949E...

Date

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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.

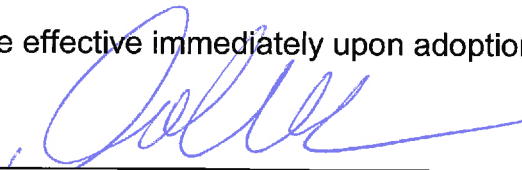
WHEREAS, the State of Florida Department of Transportation and the City of Port Orange desire to facilitate the Local Agency Program (LAP) Agreement for construction of North Spruce Creek Sidewalks; and

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.

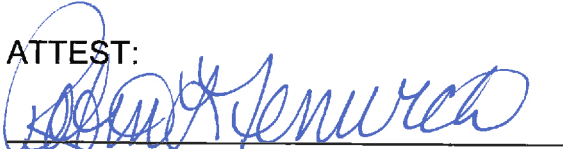
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

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"**.

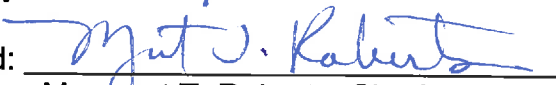
Section 2. This resolution shall become effective immediately upon adoption.


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/>

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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/.

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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
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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.

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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

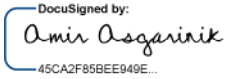
Certificate Of Completion

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

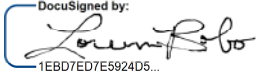
Electronic Record and Signature Disclosure:

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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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Gigi Jones gigi.jones@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
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
Lisa Buscher lisa.buscher@dot.state.fl.us Holly Lopenski holly.lopenski@dot.state.fl.us Allison Godwin allison.godwin@dot.state.fl.us Teresa Hutson Teresa.Hutson@dot.state.fl.us Precious Johnson Precious.Johnson@dot.state.fl.us Local Program Coordinator Florida Department of Transportation Signing Group: D5 Local Government Agreements Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2019 9:39:38 AM Resent: 5/30/2019 9:39:46 AM Viewed: 5/30/2019 1:59:27 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/30/2019 9:39:38 AM
Signing Complete	Security Checked	5/30/2019 9:39:38 AM
Completed	Security Checked	5/30/2019 9:39:38 AM
Payment Events	Status	Timestamps



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: No

SUBJECT: (B12) Resolution No. 19-77 - Appropriate funds in the Police Benefit Trust Fund (606) and the Transportation Impact Fee Fund (312)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-77.

SUMMARY: Appropriate \$5,000 from Police Benefit Trust Fund (606) to GF - PD (3200) related to Target Donation received in FY19 with related expenditures to take place by December 2019 and appropriate \$62,999 of fund equity and recognizing and appropriating \$248,743 of grant funds for LAP project - N. Spruce Creek Road Sidewalk Project (#OMI017)

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Resolution #19-77 - Misc	c Bud Resolution #19-77 - Misc - 12-3-19 CC.pdf
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Lupe Reyna-Coffin
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 11/18/2019
Approved - 11/18/2019
Approved - 11/25/2019
Approved - 11/26/2019
Final Approval - 11/26/2019

RESOLUTION NO. 19-77

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS FOR THE FISCAL YEAR 2020 BUDGET; TO BUDGET FOR APPROPRIATED EQUITY OF \$5,000 IN THE POLICE BENEFIT TRUST FUND (606) AND; 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 \$248,743 BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM (LAP) SUPPLEMENTAL AGREEMENT FPN# 435539-1-58/68-01 FOR A PORTION OF THE NORTH SPRUCE CREEK ROAD SIDEWALK PROJECT (#OMI017); TO BUDGET \$62,999 OF ADDITIONAL FUNDING FROM THE CITY TRANSPORTATION IMPACT FEE FUND (312) AND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget for an increase of \$5,000 in appropriated equity in the Police Benefit Trust Fund (606) for grant funds received in FY19 to be used to for expenditures related to Shop-With-A-Cop program.

WHEREAS, The City Council desires to budget additional funding in the amount of \$62,999 from available Fund Equity in the Transportation Impact Fee Fund (312) for the City's portion of the construction phase of Community Development Project - "North Spruce Creek Road Sidewalk Project" – Project #OMI017; 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 and a Supplemental Agreement on December 3, 2019, to provide for mutual benefits to be derived from joint participation in the "North Spruce Creek Road Sidewalk Project"

– Project #OMI017, and desires to budget for grant funding in the amount of \$248,743 as provided for in the LAP Supplemental Agreement; and

WHEREAS, on October 1, 2019, the City Council has approved the bid award of ITB 19-03 for the “North Spruce Creek Road 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 City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2019 through September 30, 2020.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

FY2020 Police Benefit Trust Fund 606
Prepared: November 11, 2019
Finance: Finance Staff

	Budget Increase / (Decrease)
<u>Revenues:</u>	
Appropriated Equity	\$ 5,000

	Total Revenues:	<u><u>\$ 5,000</u></u>
<u>Expenditures:</u>		
Crime Prevention		5,000

	Total Expenditures:	<u><u>\$ 5,000</u></u>
To budget revenues and expenditures related to Shop-with-A-Cop Program		

FY2020 Transportation Impact Fee Fund 312
Prepared: November 18, 2019
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	62,999
State Grant FDOT LAP	248,743
Total Revenues:	<u>\$ 311,742</u>

<u>Expenditures:</u>	
Public Works - Capital Outlay	62,999
Public Works - Capital Outlay - Grant Exp	248,743
Total Expenditures:	<u>\$ 311,742</u>

To budget additional funding for the Community Development project - "North Spruce Creek Road Sidewalk" - Project #OMI017. The N Spruce Creek Road Sidewalk project is a Local Agency Program (LAP) project. 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: Yes

SUBJECT: (B13) Approval of Hurricane Irma Federally Funded Subaward and Grant Agreement

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the Federally Funded Subaward and Grant Agreement.

SUMMARY: In order to reimburse the City for expenditures related to Hurricane Irma, the attached Federally Funded Subaward and Grant agreement is required to be executed and returned to the Florida Department of Emergency Management.

The City is eligible to receive a minimum of 75% of allowed expenditures from the Federal government and an additional 12.5% from the State of Florida, Department of Emergency Management.

Project No.: ZEM017 Funding Account No.: 001-1000-519.31-65

Presenter: Alison Sylvester

ATTACHMENTS:

1.	DR 4337 Port Orange, City of Z1262_updated	DR 4337 Port Orange, City of Z1262_updated.pdf
2.	Explanation on agreement completion	Explanation on agreement completion.docx

Alison Sylvester
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 11/12/2019
Approved - 11/18/2019
Approved - 11/25/2019
Approved - 11/26/2019
Final Approval - 11/26/2019

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name: Port Orange, City of

Sub-Recipient's unique entity identifier: 05-777-6179

Federal Award Identification Number (FAIN): _____

Federal Award Date: 9/10/2017

Subaward Period of Performance Start and End Date (Cat A-B): 9/04/2017 - 3/10/2018

Subaward Period of Performance Start and End Date (Cat C-G): 9/04/2017 - 3/10/2019

Amount of Federal Funds Obligated by this Agreement:

Total Amount of Federal Funds Obligated to the Sub-Recipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Sub-Recipient

by the pass-through entity:

Federal award project description (see FFATA):	<u>Grant to Local Government for</u> <u>Debris removal, emergency</u> <u>Protective measures and repair or</u> <u>Replacement of disaster damaged</u> facilities.
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Name of Federal awarding agency: Dept. of Homeland Security
(DHS) Federal Emergency
Management Agency (FEMA)

Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and
Port Orange, City of _____, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, FEMA, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

2555 Shumard Oak Blvd. Ste. 360

Tallahassee, FL 32399-2100

Telephone: _____

Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Alison M. Sylvester

1000 City Center Circle

Port Orange, FL 32127

Telephone: **(386) 506-5705**

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

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be

provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE.

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon FEMA's closeout of the Sub-Recipient's account for this disaster, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specified agreement period." The CFR requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. The time allowed for the

performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Recipient or FEMA. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding available for this subgrant is limited to the amount obligated by FEMA for all projects approved for this sub-recipient for DR# 4337 - Hurricane Irma

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to Florida Revised Statute 252.370, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Project Worksheets listed in Attachment A ("Budget and Project List"). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).” The Sub-Recipient must complete Attachment “D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient’s agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the

right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work – Attachment B and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal	Grantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15	January 30
Quarter 2 (Q2)	January 1 – March 31	April 15	April 30
Quarter 3 (Q3)	April 1 – June 30	July 15	July 30
Quarter 4 (Q4)	July 1 – September 30	October 15	October 30

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Public Assistance Program Guidance – Attachment G, and as required by FEMA or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior to written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/procurement-disaster-assistance-team>

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Quarterly Report the contractor's progress in performing its work under this Agreement.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) ADVANCE PAYMENTS

Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Justification of Advance Payment – Attachment K. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities

on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment C for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property

exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – FFATA Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification of Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Port Orange, City of

By: _____
Name and title: **Donald O. Burnette, Mayor**
Date: **December 3, 2019**
FEID# 59-6000412

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Jared Moskowitz, Director
Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
Emergency Work
Category A: Debris Removal
Category B: Emergency Protective Measures
Permanent Work
Category C: Roads and Bridges
Category D: Water Control Facilities
Category E: Public Buildings and Contents
Category F: Public Utilities
Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Port Orange, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
6607	E	Wastewater and Pump buildings	\$4,426.04	75.00%	\$737.67	12.50%	\$737.67	12.50%	\$5,901.38	9/04/2017	3/10/2019
7320	E	Building Damages 2	\$8,938.98	75.00%	\$1,489.83	12.50%	\$1,489.83	12.50%	\$11,918.64	9/04/2017	3/10/2019
Total:			\$13,365.02		\$2,227.50		\$2,227.50		\$17,820.02		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
 - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration

services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and Section 215.971, Florida Statute, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each

quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Signature

Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	
Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name Donald O. Burnette	Agent's Name Alison M. Sylvester
Signature	Signature
Organization / Official Position City of Port Orange / Mayor	Organization / Official Position City of Port Orange/Grant Accountant
Mailing Address 1000 City Center Circle	Mailing Address 1000 City Center Circle
City, State, Zip Port Orange, FL 32129	City, State, Zip Port Orange, FL 32129
Daytime Telephone (386) 506-5501	Daytime Telephone (386) 506-5501
E-mail Address dburnette@port-orange.org	E-mail Address asylvester@port-orange.org
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name Shannon Ball	Official's Name
Signature	Signature
Organization / Official Position City of Port Orange/ Emergency Management	Organization / Official Position
Mailing Address 1090 City Center Blvd.	Mailing Address
City, State, Zip Port Orange, FL 32129	City, State, Zip
Daytime Telephone (386) 506 - 5903	Daytime Telephone
E-mail Address sbball@port-orange.org	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.	
Sub-Grantee Authorized Agent Signature Donald O. Burnette, Mayor	
<u>December 3, 2019</u>	
Date	

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	
Date:	
Box 7:	Other (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9:	Other (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11:	Other (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 12:	Other (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Sub-Grantee's Fiscal Year (FY) Start: Month: October Day: 1	
Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000412	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Sub-Grantee's: FIPS Number (If Known) 127 - 58575 - 00	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Donald O. Burnette, Mayor
Printed Name and Title

December 3, 2019
Date

ATTACHMENT F

ELECTION TO PARTICIPATE IN PA ALTERNATIVE PROCEDURES (PAAP)

DATE: _____

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient _____
(PA ID _____), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of \$_____ for subgrant number _____ (copy attached) under Disaster # _____. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – “Applicable cost principles”, the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

Signature of Sub-Recipient's Authorized Representative

Date

Printed Name and Title

Signature of Grantee's Authorized Representative

Date

Printed Name and Title

**Public Assistance Alternative Procedures Pilot Program for Permanent Work
Acknowledgement**

In accordance with the Sandy Recovery Improvement Act of 2013 and the disaster specific guidance issued by FEMA pertaining to the Alternative Procedures for Permanent Work Pilot for Hurricanes Florence and Michael, FEMA is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

- ☐ Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate
- ☐ Consolidation of multiple fixed subgrants into a single subgrant
- ☐ FEMA validation of Sub-Recipient-provided estimates
- ☐ Elimination of reduced eligible funding for alternate projects
- ☐ Use of excess funds
- ☐ Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with Local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

Signature of Sub-Recipient's Authorized Representative

Date

Printed Name and Title

Sub-Recipient Name

PA ID Number

☒ We elect to **not** participate in the Alternative Procedures for Permanent Work.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. Conduct insurance reconciliations;
- ii. Review an alternate scope of work;
- iii. Review an improved scope of work; and/or,
- iv. Validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. A quarterly report has not been updated between quarters;
- ii. The Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
- iii. Requests for a Time Extension have been made that exceed the Grantee's/Recipient's authority to approve; and/or,

- iv. There are issues or concerns identified by the Recipient that may impact funding under this agreement.

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Irma, projects that are under \$123,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work to July 11, 2019.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via www.floridapa.org once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - Delay in obtaining permits
 - Permitting agencies involved and application dates
 - Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - Specific details
- Other reason for delay
 - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster

assistance funding. The Public Assistance Program and Policy Guide further states, “If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster.” If the State Insurance Commissioner certifies that the type and extent of insurance is not “reasonably available, adequate or necessary to protect against future loss” to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in FloridaPA.org);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any **institution** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: _____

OBLIGATION/ACTION DATE: 9/10/2017

SUBAWARD DATE (if applicable): _____

DUNS#: 080827082

DUNS# +4: N/A

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Port Orange

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: 1000 City Center Circle

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Port Orange STATE FL ZIP CODE+4** 32129-4144

PARENT COMPANY DUNS# (if applicable): N/A

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.036

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Donald O. Burnette, Mayor

DATE: December 3, 2019

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. FEMA has created a guidance document/checklist pertaining to these required provisions. It is attached hereto as Attachment I.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.
- b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or

undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the

nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or

subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act

- a. **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning

compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance.** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business

firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental

Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. **Debarment and Suspension**

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, 6.d, and Appendix C, 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, 6.d and Appendix C, 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, 6.c and Appendix C, 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement

Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

- d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

City of Port Orange

Sub-Recipient Agency

December 3, 2019

Date

Signature

Donald O. Burnette, Mayor

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Exhibit 1, Funding Sources (pg. 24)

Amount of Funding left blank, per directions from FDEM.

Attachment A, Budget and Project List (pg 25)

Amount and project number of the two projects currently obligated by FEMA. Additional obligations will be received as notifications through FloridaPA.org (the FEMA grant administration portal), and automatically paid; no additional supplements or amendments to the prime agreement will be necessary. This is new for federal public assistance agreements.

Attachment C, Certification Regarding Debarment (pg 29).

No longer utilized. Directions instructed us to leave this form blank.

Attachment D, Designation of Authority (pg 31)

Instructions were provided instructing that only 2 names were required; the authorized representative (Mayor Burnette) and the fiscal liaison (Sylvester). Other personnel are administratively maintained (added and removed) via the FEMA portal at FloridaPA.org.

Pg. 32, continuation of above, is included to capture our fiscal year information, FEIN and FIPS numbers at the bottom of the page.

Attachment F, Election to Participate in PA Alternative Procedures (PAAP), pg. 38

Instructed to leave this page blank if not participating in PAAP.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: No

SUBJECT: (E15) Citizen Commendations (x3)

Matthew Fischer

Benny Radford

Israel Hammon

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION:

SUMMARY: Citizen Commendations

Matthew Fischer - While prepping for Hurricane Dorian and filling sandbags for his home, Mr. Fischer saw other residents who were unable to fill their own sandbags due to physical impairment or being elderly. Mr. Fischer proceeded to fill over 100 sand bags for other citizens who were unable to do so, and then proceeded to load the bags into the vehicles of the citizens in need.

Benny Radford - Mr. Radford witnessed a theft in progress, called police dispatch, and stayed on the line relaying valuable information about the multiple suspects for the police. Upon police arrival, one of the thieves began to flee and officers gave chase on foot. Mr. Radford, still on scene, assisted the apprehending officer in gaining control of the fleeing suspect and stood by with the officer until backup units could arrive.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

Beth Unruh
William Proctor
Thomas Grimaldi
Jake Johansson
Robin Fenwick

Created/Initiated - 11/11/2019
Approved - 11/14/2019
Approved - 11/15/2019
Approved - 11/18/2019
Final Approval - 11/18/2019



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: No

SUBJECT: (F16) Second Reading - Ordinance No. 2019-40 - Amending Chapter 54 relating to the General Employees Retirement Plans - Modification to the General Employees Defined Contribution Plan (401A) Vesting Schedule and the participation in the Contract Defined Contribution Plan (401A) to allow City Attorney to continued participation

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-40 and attached revisions to the Money Purchase Plan and Trust Adoption Agreement and Adjustments for Plan #108499 and #108373.

SUMMARY: Attached is an ordinance amending sections of Chapter 54 - Personnel; Article VI related to the 2003 General Employee's Retirement System. This ordinance will effectuate the following changes:

1) The 2019-2022 negotiation session with the National Association of Government Employees (NAGE) resulted in both parties agreeing that all members participating in the General Employees 401a Defined Contribution Plan (#108373) would have the vesting schedule amended from a tiered 10 year schedule to a tiered 6 year schedule. This change does not impact the General Employees Defined Benefit Pension Plan vesting schedule.

2) Subject to the approval of the City Attorney contract, the intent is for the City Attorney to continue to be allowed to participate in the Contract 401a Plan (#108499) in which he currently participates, as opposed to switching to the Administrative Officials Plan. This plan provides for a contribution of 10% to their ICMA-RC plan, plus the eligibility to participate in the matching program, with the possibility of up to a total contribution of 13% from the City. Participants in this plan are automatically vested.

Attached is the corresponding ordinance amendment and revised plan document for the applicable ICMA-RC plans to be executed.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Ord. No. 2019-40- General Employee 401 Revisions	Ord. No. 2019-40- General Employee 401 Revisions.pdf
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2.	108373 - 401(a) Plan Adjustment 2019 (1)	108373 - 401a Plan Adjustment 2019 (1).pdf
3.	108499 - 401(a) Plan Adjustment 2019 (1)	108499 401a Plan Revision 2019 (1).pdf
4.	NAGE Agreement 2019-2022 Retirement Article	NAGE Agreement 2019-2022 Retirement Article.pdf

Robin Fenwick

Created/Initiated - 11/18/2019

ORDINANCE NO. 2019-40

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54, ARTICLE VI, RELATING TO THE 2003 GENERAL EMPLOYEES RETIREMENT SYSTEM; AMENDING THE CODE SECTIONS 54-175 AND 54-47; PROVIDING FOR A MODIFICATION TO THE GENERAL EMPLOYEES 401(A) VESTING SCHEDULE IN ACCORDANCE WITH PLAN DOCUMENTS; PROVIDING FOR AN AMENDMENT TO THE PARTICIPATION OF THE CONTRACT 401(A) TO INCLUDE THE CITY ATTORNEY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida (the "City") has entered into a collective bargaining agreement with the National Association of Government Employees, Local 5000, for the period of October 1, 2019 through September 30, 2022; and

WHEREAS, the collective bargaining agreement contains certain changes to the 2003 General Employee's Retirement System, specifically the General Employees 401(a) Defined Contribution Plan (108373); and

WHEREAS, an amendment to Chapter 54 of the City Code is necessary to implement the changes to the 2003 General Employees' Retirement System as contained in the collective bargaining agreement; and

WHEREAS, the City has also negotiated a contract with the City Attorney which requires modifications to the plan document to allow continued participation in the Contract 401(a) Defined Contribution Plan (108499) and applicable matching; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. The City Council of the City of Port Orange hereby amends the Code of Ordinances, Chapter 54, Personnel, Article VI, 2003 General Employee's Retirement System, Section 54-175, amending the vesting schedule set forth in section (e) as follows:

<u>Vesting service</u>	<u>Vested percentage</u>
Less than 5 years	0%
5 years but less than 6	25%
6 years but less than 7	40%
7 years but less than 8	55%
8 years but less than 9	70%
9 years but less than 10	85%
10 years or more	100%

<u>Vesting service</u>	<u>Vested percentage</u>
<u>Less than 2 years</u>	<u>0%</u>
<u>2 years but less than 3</u>	<u>20%</u>
<u>3 years but less than 4</u>	<u>40%</u>
<u>4 years but less than 5</u>	<u>60%</u>
<u>5 years but less than 6</u>	<u>80%</u>
<u>6 years or more</u>	<u>100%</u>

Section 2. The City Council of the City of Port Orange hereby amends the Code of Ordinances, Chapter 54, Personnel, Article III, General Employee's Retirement System, Section 54-47, subsection (d)(4) to read as follows:

(4) The city council has adopted the International City Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust effective October 1, 2003, for contract employees. Such plan shall be available to contract employees of the city, including the city attorney, assistant department heads, division heads, and supervisors designated by the city manager and approved by the city council, who waive participation in the City of Port Orange General Employees' Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, and other city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC Money Purchase Plan and Trust for contract employees. City contributions to the ICMA-RC Money Purchase Plan and Trust for contract employees shall be in such percentages or amounts as are specified in the adoption agreement for such plan, or as otherwise authorized by the city council. For purposes of this paragraph contract employees shall exclude the mayor, city council members, city manager, assistant city manager, ~~city attorney~~, assistant city attorney, and department heads.

Section 3. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 6. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, City Clerk

Passed on first reading on the _____ day of _____, 2019

Passed and adopted on second and final reading on the _____ day of _____, 2019

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 108373 _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF PORT ORANGE (FPDP)
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☒ Yes

☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF PORT ORANGE (FPDP)

I. Employer: CITY OF PORT ORANGE (FPDP)

II. Effective Dates

- ☒ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☒ The twelve (12) consecutive month period commencing on 10/01 and each anniversary thereof.

IV. Normal Retirement Age shall be age 55.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
☐ All Full Time Employees
☐ Salaried Employees
☐ Non union Employees
☐ Management Employees
☐ Public Safety Employees
☐ General Employees
☒ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) See attached

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☒ A. Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

- ☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☒ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule.

- (i) _____ % of Earnings,
(ii) \$ _____ , or
(iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

- ☐ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- ☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- ☒ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
0.5 % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or 3% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐

Yes

☒

No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BIWEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BIWEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

☐

Yes

☒

No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐

Yes

☒

No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☒ No
2. Bonuses
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☐ Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	0 %
One	0 %
Two	20 %
Three	40 %
Four	60 %
Five	80 %
Six	100 %
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age
☒ Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☒ No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☒ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☒ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ 0 % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☒ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to 100 % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ All Eligible Employees

☐ Other: _____

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☒ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

Attachment

401(A) Plan 108373 Adoption Agreement Adjustments

Section V. ELIGIBILITY REQUIREMENTS should read as such:

General Employees - Members in the City of Port Orange General Employees' Retirement System hired prior to October 1, 2003 who have waived participation in the n/k/a General Employees Defined Benefit Retirement Plan; positions not included in a certified bargaining unit hired on or after October 1, 2010; and positions in the Coastal Florida Public Employees Association, Local 5000 bargaining unit, hired on or after January 1, 2012 and who have elected to participate in Plan #108373, the General Employees Defined Contribution Retirement Plan.

Section VI. CONTRIBUTION PROVISIONS 2. B. should read as such:

Variable Employer Match of Voluntary Participant Contributions. The Employer shall contribute on behalf of each participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0.5% of the Voluntary Participant Contributions made by the Participant to the 457 Deferred Compensation Plan for the Plan Year (not including Participant contributions exceeding ____% of Earnings or \$ ____);

PLUS ____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or \$ ____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed

\$ ____ or up to 3 % of Earnings, whichever is ____ more or ____ less.

Section XIV. ACCRUED LEAVE CONTRIBUTIONS 2. Employee Designated Accrued Leave Contribution Should read as such:

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute ____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % of the allowable amount (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 108499 ____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF PORT ORANGE (FPDP)
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☒ Yes

☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF PORT ORANGE (FPDP)

I. Employer: CITY OF PORT ORANGE (FPDP)

II. Effective Dates

- ☒ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

Eligibility requirements and Accrued Leave Contributions amended 10/1/2010

(Note provision and effective date.)

III. Plan Year will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☒ The twelve (12) consecutive month period commencing on 10/01 and each anniversary thereof.

IV. Normal Retirement Age shall be age 55.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
☐ All Full Time Employees
☐ Salaried Employees
☐ Non union Employees
☐ Management Employees
☐ Public Safety Employees
☐ General Employees
☒ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) See attached

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☒ A. Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

- ☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☒ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule.

- (i) _____ % of Earnings,
(ii) \$ _____ , or
(iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

- ☒ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- ☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

- ☒ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0.5 % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or 3% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐

Yes

☒

No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BIWEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BIWEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

☐

Yes

☒

No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐

Yes

☒

No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☒ No
2. Bonuses
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☐ Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____
3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age
☒ Age 70½ (***“70½” is the default provision under the Plan if no selection is made.***)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☒ No (***“Yes” is the default provision under the plan if no selection is made.***)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☒ No (***“No” is the default provision under the Plan if no selection is made.***)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☒ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☒ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ 0 % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☒ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to 100 % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ All Eligible Employees

☐ Other: _____

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☒ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

401(A) Plan 108499 Adoption Agreement Adjustments

Section V. ELIGIBILITY REQUIREMENTS should read as such:

Employees ~~hired-on under or currently~~ covered under ~~individual fixed-term~~ written contracts hired prior to October 1, 2010 who waived participation in the General Employees Defined Benefit Retirement Plan and employees covered under ~~fixed-term~~ individual written contracts hired after to October 1, 2010.

Section VI. CONTRIBUTION PROVISIONS 2. B. should read as such:

Variable Employer Match of Voluntary Participant Contributions. The Employer shall contribute on behalf of each participant an amount determined as follows (subject to the limitations of Article V of the Plan):

0.5% of the Voluntary Participant Contributions made by the Participant to the 457 Deferred Compensation Plan for the Plan Year (not including Participant contributions exceeding ____% of Earnings or \$ _____);

PLUS ____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed

\$ _____ or up to 3 % of Earnings, whichever is ____ more or ____ less.

Section XIV. ACCRUED LEAVE CONTRIBUTIONS 2. Employee Designated Accrued Leave Contribution Should read as such:

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute ____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % of the allowable amount (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

ARTICLE 29
RETIREMENT PLAN

29.1 The parties hereto recognize that in accordance with Chapter 54, Article III, Code of Ordinances, City of Port Orange, the employees in the Bargaining Unit are participants in a General Employees Defined Benefit Plan, an International City Management Association Retirement Corporation (ICMA-RC) Section 401a Defined Contribution Plan, or an ICMA-RC Deferred Compensation (457) Plan as their primary plan. In addition, employees may participate in the ICMA-RC Deferred Compensation (457) or Roth IRA plan currently offered by the City for additional retirement opportunities.

29.2 For those employees covered under the Defined Benefit Plan, the employee mandatory contribution as of ratification of this agreement is 7.5%. The City will contribute the amount determined appropriate by the City to keep the plan actuarially sound.

29.3 All new bargaining unit members shall only have the option of participating in the ICMA-RC Section 401a Defined Contribution Plan as their primary retirement plan.

29.4 For those employees covered under the Defined Contribution Plan, the employee will not have a mandatory contribution. The City will contribute 10% of the employee's base wage. Additionally, for employees not covered by the Defined Benefit plan, for each 1% of employee contribution, the City will contribute an additional ½ of 1% to a maximum of an additional contribution of 3% by the City.

29.5 The parties agree to amend the Retirement Plan following the adoption the Ordinance implementing this Article, with changes to benefits effective the first of the month following the adoption of the ordinance as follows:

- A. For the International City Management Association Retirement Corporation (ICMA-RC) Section 401a Defined Contribution Plan only, the vesting schedule will be amended based on the schedule below.

<u>Year Completed</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Current Plan</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>0%</u>	<u>25%</u>	<u>40%</u>	<u>55%</u>	<u>70%</u>	<u>85%</u>	<u>100%</u>
<u>Proposed Plan</u>	<u>0%</u>	<u>20%</u>	<u>40%</u>	<u>60%</u>	<u>80%</u>	<u>100%</u>				



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 12/3/2019

Consent item: No

SUBJECT: (G17) Perrine's Produce Economic Incentive Agreement – Ch. 20 Targeted Business

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Economic Incentive Agreement for Perrine's Produce, subject to final review and approval of terms by City Attorney and City Manager, authorizing Mayor and City Clerk to sign final documents for completion of this agenda item.

SUMMARY: According to Chapter 20 of the Land Development Code (LDC), city-wide targeted businesses may be extended assistance by the City pursuant to review and approval by the City Council: marina; full service hotel with multi-room conference center serving not less than 500 conference participants; college/university; aviation operations; professional sport operations; entertainment industry operations; regional distribution facility; Fortune 500 company; corporate headquarters; master developer(s) for the riverwalk, causeway or down under districts; master developer(s) for the Eastport Business Center redevelopment area; commercial or industrial venture(s) promising extensive value-added jobs; any other enterprise/project referenced within the city's vision statement; and any other enterprise/project proposed and supported by ordinance of council.

Perrine's Produce, a is a local chain retail store that recently occupied the old Food Lion tenant space in the shopping center at 3826 Clyde Morris Boulevard, located at the southwest intersection of Madeline Avenue and Clyde Morris Boulevard. Perrine's Produce sells fresh fruit, vegetables, meat, and seafood, as well as a wide variety of other products including Amish products, local honey, jellies, old-fashioned snacks, and craft beverages and has a full-service deli, ice cream parlor, wine and beer. In addition to the new Port Orange store, the owners have three other locations: New Smyrna Beach, Ormond Beach & Titusville. The proposed Port Orange store is the largest store and will function as their office headquarter and regional distribution facility for the other locations.

The purpose of the incentives identified in the LDC is to accomplish the following within the City: promote positive forms of new development and redevelopment; reward the creation and retention of value-added jobs; attract targeted businesses; and increase the nonresidential tax-base; and foster a diverse employment base within the City.

Perrine's is occupying the old Food Lion tenant space in the shopping center at 3826 Clyde Morris Boulevard that has been vacant for the last seven (7) years. Along with

the interior improvements made by Perrine's, the property owners have made substantial exterior improvements to the shopping center, including new outdoor and canopy lighting, painting the entire center, and updating the signs and landscaping. These improvements, along with a major anchor tenant at this shopping center, will assist in the redevelopment of this underused existing shopping center, through job creation, visual aesthetics, and increase to tax base. In the future, Perrine's also plans to renovate and occupy the tenant space adjacent to the Perrine's store to expand their food storage and preparation workspace.

In accordance with Chapter 20 of the LDC, Jr. Perrine, Owner of Perrine's Produce, formally requested financial assistance from the City in the amount of \$7,833.30 for improvement to the Perrine's tenant space (3826 Clyde Morris Blvd.) and the waiver of future building permit fees related to interior and exterior improvements to the tenant space adjacent to the Perrine's store (3828 Clyde Morris Blvd.) not to exceed \$3,000. The amount of assistance is based on the waiver of the building permit fees that total \$7,833.30. The building permit fees were generated from the renovations of the former Food Lion tenant space to meet the needs for the Perrine's facility (retail store, office headquarter, and regional distribution facility).

The attached request letter indicates that the targeted business, when fully operational, will employ 50-60 individuals at an average wage of \$31,200. According to the analysis from Team V, with the creation of at least 50 jobs at an average annual wage of \$31,200, the economic impact would be a total of 67 direct, indirect and induced jobs with an annual increase in local earnings of \$2,176,750. Additionally, the property will see an increase in taxable valuation of the property with the estimated property improvements and the added manufacturing and office equipment.

Perrine's Produce has made a capital investment of approximately \$561,611 through equipment and improvements to the existing multi-tenant building. The request is consistent with the available incentives that may be awarded through the City's Targeted Business Program.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Perrines Chapter 20	Perrines Chapter 20.pdf
2.	Request Letter	Perrines Produce Ch 20 assistance request letter.pdf

Melanie Schmotzer	Created/Initiated - 10/31/2019
Tim Burman	Approved - 10/31/2019
Shannon Balmer	Approved - 11/25/2019
Jake Johansson	Approved - 11/26/2019
Robin Fenwick	Final Approval - 11/26/2019

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (the "Agreement") is made and entered into this ____ day of _____, 2019, by and between the **CITY OF PORT ORANGE**, Florida, a chartered municipal corporation (the "City" or "Grantor"), whose address is 1000 City Center Circle, Port Orange, Florida 32129 and **PERRINE'S PRODUCE, INC.** a Florida corporation (the "Grantee"), whose address is 120 South Nova Road, Ormond Beach, Florida, and collectively referred to as the Parties.

PROVISIONS:

WHEREAS, pursuant to the Land Development Code, Chapter 20, the City has established a Targeted Business Program ("TBP") to provide financial assistance to businesses; and

WHEREAS, the Grantee has applied for a grant to City of Port Orange, Port Orange, Florida; and

WHEREAS, Grantee has made improvements to an existing facility located at 3826 Clyde Morris Boulevard, Port Orange, Florida ("Improved Site"); and

WHEREAS, Grantee anticipates future expansion and improvements at the Improved Site; and

WHEREAS, the City Council has considered the following factors; the number of jobs, the number of value added jobs, average wage, type of business venture, how the business venture addresses the critical needs within the city, location of business venture, value of construction, significance of improvement, anticipated tax revenue, multiplier implications on the local economic health of the economy, availability of city funds and other factors related to the grant of financial assistance; and

WHEREAS, when fully operational, Grantee intends to employ 50-60 individuals at an average wage of \$31,200 with a potential annual increase in local earnings of economic impact in the amount of \$2,176,750; and

WHEREAS, the capital investment for this new facility at the Improved Site is estimated at Five Hundred Sixty-One Thousand Six Hundred Eleven and NO/100 Dollars (\$561,611.00) through equipment and improvements to the existing multi-tenant building, increasing the taxable valuation as a result of said property improvements; and

WHEREAS, the City Council has determined that the Grantee qualifies for the grant; and

WHEREAS, the City Council has recently examined the current financial factors relating to the City's budget preparation and indicating the health of the local economy; and

WHEREAS, the Targeted Business Program grant is expected to foster a diverse employment base within the City; and

WHEREAS, funding is available in the form of refunding current building permit fees already incurred by the Grantee and future building permit fees for future expansion and improvements to the current location; and

WHEREAS, the Parties desire to enter into this Agreement as more particularly set forth hereinafter.

NOW, THEREFORE, for good and valuable consideration, receipt hereof is hereby acknowledged, the Parties agree as follows:

1. Above Provisions: The foregoing premises are true and correct and are incorporated herein by reference.
2. Grant: Subject to the terms and conditions contained herein, the City hereby awards Grantee a Targeted Business Program grant in the form of refund of building permit fees in the amount of **Seven Thousand Eight Hundred Thirty-Three and 30/100 Dollars (\$7,833.30)** previously incurred by the Grantee and waiver of future building permit fees not to exceed **Three Thousand and NO/100 Dollars (\$3,000.00)**, subject to the terms of this Agreement, upon issuance of the certificate of occupancy in accordance with the plans and/or permits approved for construction. Said grant shall not exceed a total amount of **Ten Thousand Eight Hundred Thirty-Three and 30/100 Dollars (\$10,833.30)**.
3. Conditions: Dispersal of the grant shall be made for building permit fees in the amount of **Seven Thousand Eight Hundred Thirty-Three and 30/100 Dollars (\$7,833.30)** previously incurred by the Grantee. The Grantee agrees to provide the City with receipts of the actual costs incurred. Upon Grantee's submittal of future building permit application for additional improvements to the Improved Site, the City agrees to waive the City of Port Orange building permit fees up to the amount of **Three Thousand and NO/100 Dollars (\$3,000.00)**. This grant shall not be considered a

waiver of impact fees nor shall it be applied to impact fees due and owing by the Grantee.

4. Expiration: The city shall not distribute and is not required to distribute the grant if within 18 months of the date of execution of this Agreement the Grantee has not provided proof of payment for the current building permits and for the future improvements, apply and have issued the building permits. The City shall not be responsible for any costs associated with the Project or this Agreement or any other costs if the grant expires. The City shall not be held responsible for the inability of the Grantee to obtain the building permits.

5. Audit: The City reserves the right to review, audit and account for any and all financial records pertaining to the creation of jobs as set forth in this Agreement and as required by the Targeted Business Program.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce this contract provision.

7. Notice of Termination: Upon the City's determination that Grantee has breached any term of this Agreement, the City shall provide the Grantee written notice by certified mail of said breach, and provide, in the written notice, the corrective action that Grantee must take. If Grantee does not take the above-described corrective action within fifteen (15) days of Grantee's receipt of the written notice, this Agreement

shall terminate without further notice. The corrective action must be acceptable to the City in order to avoid termination. The City shall provide Grantee a certified letter confirming termination of this Agreement. Within thirty (30) days of receipt of the termination letter, the City Manager may require the Grantee to submit a cashier's check to the City for the total amount of funds disbursed from the City's match under this Agreement.

8. Applicable Laws: The Grantee must comply with all applicable laws, ordinances and codes and Grantee shall, except where provided herein, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

9. 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

Grantee: Arnold Perrine, Jr.
2515 S ATLANTIC AVE #804
DAYTONA BEACH SHORES, FL 32118
386-872-8344

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.

10. Entire Agreement: This Agreement incorporates the entire Agreement, including any attached Exhibits or Amendments, between the parties hereto and no statements, representations, or terms, not included within the written terms of this Agreement, can be considered a part of this Agreement.

11. No Waiver: This Agreement does not constitute a waiver of any applicable Codes or regulations nor does it constitute approval of the Project for development. All applicable Codes and regulations remain in force.
12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any actions arising out of this Agreement shall be in Volusia County, Florida.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the City and Grantee have executed this Agreement on the day and year first above written.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor for 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 name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Robin L. Fenwick, City Clerk for 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 name, commission and expiration:

**PERRINES PRODUCE, INC., A FLORIDA
CORPORATION**

By: _____
Arnold Perrine, Jr., President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Arnold Perrine, Jr., as of Perrines Produce, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed name, commission and expiration:



Perrine's Produce
Jr. Perrine ~ Owner
120 S. Nova Road
Ormond Beach, FL
(386)-872-4344
www.perrinesproduce.com

July 8, 2019

Jake Johansson
City Manager
City of Port Orange, FL
1000 City Center Circle
Port Orange, FL 32129

RE: Financial Assistance Request

In accordance with the Port Orange Land Development Code, Chapter 20, Arnold H. Perrine, Jr. owner of Perrine's Produce formally requests assistance from the City of Port Orange, FL in the amount of \$24,000 for architectural services for our newest location at 3826 Clyde Morris Blvd. The architectural services are required for construction renovations to the property.

The new location of Perrine's Produce is projected to create an additional 50 to 60 value-added jobs with an average annual wage of \$31,200. The property at 3826 Clyde Morris has been vacant for 7 years. This grant will assist with the revitalization of this blighted shopping center. More than 85% of the shopping center's square footage has gone unused too long. We believe our improvement is in harmony with the surrounding neighborhoods, providing a healthy, affordable fresh food option and hope to spur similar investments in the center.

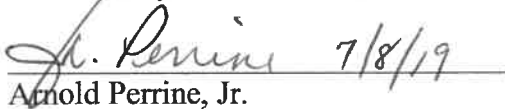
The property will see increase in taxable valuation of the property through the additional renovations. In addition to the architectural betterments to the building the landlord has made improvements on the property; new outdoor and canopy lighting, painting the center and plans to update the landscaping. Major construction renovations and equipment costs are required at a foundational level to make this property functional again as the prior tenant left only a shell of a structure. We hope improving the visual aesthetics of the area will add to the area pride.

The new Perrine's Produce location in Port Orange will serve as a retail store which will include fresh meat, seafood, bakery and an expanded deli that is not available in our other locations. Furthermore, it will be headquarters for the wholesale operations and regional distribution center to our other locations in Volusia County. Our wholesale operations

impact the greater local economy through supporting distributors and several other local stores and restaurants in the area.

The birth of Perrine's Produce began back in 1986 when Junior and Dianna Perrine decided to get a truck load of watermelon from a local farmer. In one day, they sold the entire load of watermelon and they have been growing ever since. Perrine's Produce journey over the last 32 years includes the locations in Ormond Beach and New Smyrna for the past 20 years. Perrine's Produce continually offers customers fruits and vegetables, deli selections, excellent selection of wines, and a wide variety of Amish products. We are open 7 days a week and have hours that vary by location. We pride ourselves on providing the freshest produce at an affordable price. Perrine's Produce has developed a base of dedicated consumers who want to buy and support local. We hope the project meets the vision of Port Orange by improving the quality of life for the residents through the celebration of the environment and local produce.

Thanks for your consideration,



Arnold Perrine, Jr.

President

Perrine's Produce